



Focused on Resolution through Dialogue

217-204-9226 (talk, text & fax)

mpt@tersteggelaw.com

www.tersteggelaw.com

\*Please note our office location has changed to 535 Maine Street, Suite 12 (Maine Center Basement) Quincy, IL 62301\*

**Re: Mediation Services- Retainer and Intake**

Dear Mediation Client:

Thank you for choosing Terstegge Law, LLC. and Attorney Martia P. Terstegge for your family mediation services. I look forward to working with you to get an agreement for your family. Please review the enclosed documents, as detailed below. Upon completion, place the documents inside the enclosed return envelope and mail it to our offices. Understand that no mediation services will be scheduled until the retainer fee paid and the enclosed documents are returned to our offices by both parties.

**Limited Scope Mediation Retainer Agreement** – Please review this document at length. If you are in agreement, sign this agreement and submit it to our offices prior to your appointment. Please do not forget to attach a money order or check or pay online for your equal share of the mediation service retainer fee in the amount of \$625.00 each addressed to Terstegge Law, LLC. Be advised that scheduling of the mediation services will not take place until the mediation service retainer fee is paid in full by both parties. You can also pay online at [www.tersteggelaw.com](http://www.tersteggelaw.com).

**Mediation Intake Package** – Please fill out this packet and submit it to the office prior to your appointment. Mark any information that you would like to be kept completely confidential and not to be shared during mediation; as any non-marked item could be shared to the other party during the course of mediation. Included any and all supporting documentation you want to use during the mediation.

Finally, here are some things to consider prior to your appointment.

I, by default utilized the caucus method of mediation. What that means is that you, the other party, and me will all sit together at the same table and come up with reasonable and agreeable terms to solve the issues at hand. During this time, everyone's voice is heard and considered. We do so in a peaceful and respectful way that attacks the issues not the person. At no time is bullying acceptable or tolerated during the session. Of course, if you feel uncomfortable with this method, or if there is a

Court Order that prohibits this method (such as a protective order, please let me know when you schedule your appointment, and I would be happy to use another method of mediation.

I encourage you to prepare prior to your appointment by thinking about the different issues and coming up with a solution for each one. Consider your thoughts, the other parent's thoughts, and what would be in the best interests for your child(ren, now, and in the future. How might what you think is a solution would, first benefit the child(ren and, second how might it harm them? Feel free to bring in notes and be prepared to take notes during our session.

Mediation takes time. Communication takes time. Trust takes time. Please come prepared and ready to tackle the issues. Be ready to share facts and solutions, rather than emotions. I understand that these issues are sensitive and involve matters closest to your heart, your child(ren. Rather than focus on the negative, think of this time as the first step into the next phase of your family. Use this time to begin to co-parent and solve issues together as separated parents. In scheduling, please allow one to two hours for the first session. Some mediations take more than one session and that I okay. If needed other sessions can be scheduled at any time after your first session.

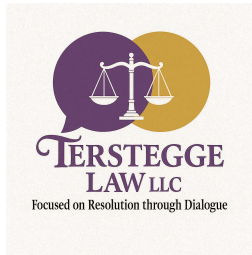
I look forward in working with you to come up with solutions. Once completed, place the enclosed documents inside the enclosed return envelope, with payment, and mail it to our offices. Understand that **no mediation services will be scheduled until the retainer fee is paid and the enclosed documents are returned to our offices by both parties.**

I will now wait to hear from you in this regard.

Best Regards,

A handwritten signature in black ink, appearing to read "Martia P. Terstegge". The signature is fluid and cursive, with the first name "Martia" being the most prominent part.

Martia P. Terstegge



**Martia P. Terstegge #6325897**  
*Mediator Services*  
535 Maine Street, Suite 12  
Maine Center Basement  
Quincy, IL 62301  
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# Limited Scope Mediation Services Retainer Agreement

**This Agreement is made between \_\_\_\_\_ (print your name), “Participant” and TERSTEGGE LAW, LLC., “Mediator” and sets forth the terms under which Mediator will provide family law mediation services for Participant.**

**Participant has read, agrees to, and understands the following terms of representation:**

## **Confidentiality and Privacy:**

1. The Mediator and the Participant agree to treat all oral and written communications provided during a mediation session as confidential, and not to disclose these communications except as allowed by this agreement. However, each Participant may report and discuss these communications with attorneys and therapists, and the mediator may provide information to the Court upon request. In addition, the mediator may disclose: (a) allegations involving abuse of a family member; (b) planned future criminal activity; (c) information believed by the mediator necessary to prevent an individual from committing an act that is likely to result in bodily harm to one of the parties or another person; (d) to the Court, the suspension or termination of mediation, or a failure by either or both parties to comply with the terms of the Local Court Rules regarding mediation; and (e) non-identifying information for research or evaluation purposes. The mediator may disclose agreements and partial agreements reached by the parties to the parties’ attorneys (if any), and may file with the Court a report stating the status of mediation. If no complete agreement is reached, and if the mediator has concerns for the welfare or safety of a minor child(ren), or if the mediator believes that it is in the best interest of a child(ren), the mediator may recommend to the Court that a child(ren) representative or guardian ad litem be appointed for the child(ren). Except for issues related to the scheduling of the mediation sessions, the mediator will not contact either of the parties, unless otherwise agreed by the parties. The mediator will not discuss with either of the attorneys in person or by phone any substantive issues arising during the mediation session, unless otherwise agreed by the parties. Any written contact with any attorney by the mediator will be made by sending a copy of the same writing to both attorneys. If a Participant is not represented by an attorney, the Participant will receive the same
2. By default, the Mediator will perform a “caucus style” mediation. Caucus Style means the Mediator and both Participants will conduct the mediation services together in the same room. Given this level of openness between the participants, Participant understands that

any topic, discussion, or document provided that has not been previously marked as confidential, can and may be discussed during the mediation session. If Participant wishes to keep a topic, discussion, or document provided between the Mediator and Participant confidential to the other participant, then it is the responsibility of the Participant to notify the Mediator of such prior. Participant understands that he/she can request alternative styles of conducting the mediation. Said request for alternative styles of mediation must be made by Participant at the time of scheduling the appointment for mediation services.

3. Participant understands that both Participants are barred from calling Mediator as a witness in their case. Both Participants agree that they are barred from requesting the production of any records or documents prepared as a result of the mediation process. If either Participant seeks the testimony of the Mediator or disclosure of any mediation records, that Participant shall indemnify Mediator as to all costs in connection therewith, including attorney's fees, and will compensate Mediator for time spent at the Mediator's then current hourly rate. However, nothing contained in this provision shall prohibit Mediator from providing any required information to the Court upon request, including whether or not the participants have reached a settlement during the course of the mediation. Evidence the Participant entered into a settlement agreement during the course of mediation may be disclosed and may be admissible to the extent necessary to enforce the settlement.

#### **Scope of Mediation and Professional Fees:**

4. Mediator shall perform family law mediation services for Participant.
5. Participant agrees to comply with any tasks to assist in the performance of said mediation including but not limited to providing information to the Mediator regarding the issues of their case and payment of fees and costs.
6. Participant understands that the mediation session will be conducted with only the Mediator and participants present. Neither Participant shall bring any outside Participant to the mediation session or call any outside Participant during the mediation session. Participant may seek the advice of counsel during the mediation session and said request for Participant's counsel to attend must be made by Participant at the time of scheduling the appointment for mediation services.
7. Participant agrees and understands that Mediator does not represent Participant in any ongoing legal matters and therefore will not provide Participant legal advice.
8. Participant understands and agrees that the Mediator is neutral when it comes to the issues of this matter and will not advocate for either side.
9. Participant is responsible for paying fees and costs incurred under this Agreement. If the Court orders the other Participant to pay any amount toward such fees and/or costs, Participant will receive credit for those payments when they are actually paid by the opposing Participant.
10. The hourly rates in effect at this time are \$200.00 per hour as of October 1<sup>st</sup>, 2023.
11. The above rates may be changed during the course of representation; if so, Participant will be notified 30 days in advance of the change, which will then go into effect automatically unless Participant notifies Mediator that he/she wishes to terminate this Agreement at that time.
12. The sums to be charged for services under this Agreement are based on a **flat rate of \$1,250.00 per mediation session** to be paid equally among the Participants

meaning **\$625 per party**. This flat rate includes the sending of the initial packet; 1-3 hours of mediation session; and Memorandum of Understanding to be filed with the Court. Some instances might need additional sessions; in that case, additional sessions will be charged flat rate at \$1,250.00 per session.

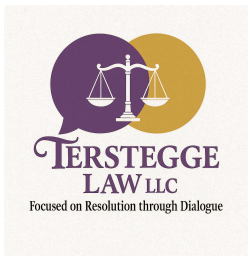
13. Participants understand scheduling of the mediation services will not take place until the mediation service retainer fee is paid in full by both Participants. Participants understand that any fund paid towards mediation costs are nonrefundable even if the mediation does not take place due to any participant's lack of cooperation or lack of payment of fees.
14. Mediator cannot guarantee a particular result or outcome, and the fee to be charged does not depend on the result obtained. Participant specifically acknowledges that no promises have been made by the Mediator as to what result can or will be achieved for Participant.
15. Mediator or Participant can terminate this Agreement at any time provided that the terminating Participant gives the other Participant written notice of termination. Participant understands and agrees that upon termination by any Participant, Participant is obligated to pay to Mediator any account balance that has incurred, including but not limited, any unpaid retainer, interest, fees, expenses, and/or statements.
16. Notice of cancellation of mediation sessions must be given by the cancelling Participant not less than two (2) full business days in advance of the session. If less notice is given, a charge of \$200.00 will be billed to the cancelling party, unless otherwise agreed. If no notice is given, then the nonattending Participant will be charged the full amount of the mediation session.
17. Mediator carries professional liability insurance.
18. Billable time includes time spent reviewing material, drafting letters, text messages, telephone calls, faxes, emails, meetings, consultations, travel, attendance at depositions and in Court, including time spent waiting for the case to be called, and any other time required to perform mediation services for Participant in this matter.
19. Costs include filing fees, process-server fees, appraisal fees, investigation fees, deposition fees, delivery charges, postal services, overnight courier services, transcripts, copies, and any other direct costs.
20. Participant further agrees that Mediator shall have a lien on any sum recovered or received by Mediator on Participant's behalf for payment of any fees owing or any unreimbursed costs advanced for Participant.
21. Participant further agrees that, if Mediator is required to participate in an arbitration or any other legal proceeding to establish or collect the fees and costs due under this Agreement, Participant will pay the reasonable Mediator's fees and costs incurred by Mediator in connection with such proceeding.
22. This Agreement is entered into in the State of Illinois. The Parties agree that any legal proceeding of any kind concerning this Agreement, the services performed under it, or the fees and costs due under this agreement, whether in Court or in arbitration, shall be brought in the State of Illinois.
23. This Agreement includes all of the intentions, promises, and terms between the Parties. Any promises either before or after not included herein are void. Any terms of this Agreement found to be unlawful shall be severed and is not to make any other provision herein unlawful or void.

Executed on \_\_\_\_\_, by Mediator and Participant.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_, "Participant"

*/s/ Martia P. Terstegge*

\_\_\_\_\_  
Martia P. Terstegge, *Representing  
Mediator of Terstegge Law, LLC.,  
"Mediator"*



**Martia P. Terstegge #6325897**  
*Mediation Services*  
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# Mediation Intake Packet

*Please fill out this packet and submit it to the office prior to your appointment. Please mark any information that you would like to be kept completely confidential and not to be shared during mediation; as any non-marked item could be shared to the other party during the course of mediation.*

Date: \_\_\_\_\_

Divorce     Separation     Modification     Parentage  
 Pre-nuptial     Children     Legal Separation     Other: \_\_\_\_\_

Is there a pending Court Case?  No     Yes    County: \_\_\_\_\_

What are the next pending Court dates (time & date): \_\_\_\_\_

## **Your General Information**

Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Work Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Cell Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

*Please "star" preferred mode of communication.*

E-mail Address: \_\_\_\_\_

Are you an U.S. Citizen?     No     Yes

Member of the Armed Forces of the United States on *active duty*?     No     Yes

If Yes:

Branch: \_\_\_\_\_ Rank: \_\_\_\_\_ MOS: \_\_\_\_\_

### Relationship Information

Are you and the opposing party currently married?  No  Yes

If Yes:

Have you signed anything to affect this case i.e. prenuptial, postnuptial agreement or other documents presented to the opposing party?  No  Yes

Date of Marriage: \_\_\_\_\_ Marriage City, State and County: \_\_\_\_\_

If No:

Date of Dissolution: \_\_\_\_\_ Dissolution Case No: \_\_\_\_\_

Location of Dissolution (City, State, County): \_\_\_\_\_

Attorney/Firm that represented you: \_\_\_\_\_

Attorney/Firm that represented the opposing party: \_\_\_\_\_

Outcome of the Dissolution: \_\_\_\_\_

Do you and the opposing party have any children biologically or adopted?  No  Yes

If Yes:

Name of Child (First, Middle, Last)	Gender (M/F)	Date of Birth (xx/xx/xxxx)	Who has Primary Custody?	Since When?

List previous address/es where your child/ren has/have resided (up to last 5 years)

\_\_\_\_\_  
\_\_\_\_\_

Have you been previously married?:  No  Yes

\_\_\_\_\_

If Yes, please list details of each:

Are there any child/ren born or adopted of just you?  No  Yes

If Yes:

Name of Child (First, Middle, Last)	Gender (M/F)	Date of Birth (xx/xx/xxxx)	Who has Primary Custody?	Since When?

Do you reside in the same house as the opposing party?  No  Yes

If No:

What date did you and the opposing party separated? \_\_\_\_\_

What reason did you and the opposing party separate? \_\_\_\_\_

Are you involved in another relationship?  No  Yes

If Yes:

Does the opposing party know of the relationship?  No  Yes

Name of the Person/s: \_\_\_\_\_

Nature of the relationship: \_\_\_\_\_ Length of Relationship: \_\_\_\_\_

Are currently living together or having sleepovers?  No  Yes

Are there any existing Court or Administrative Orders with the opposing party, including DCFS or Child Protective Services?  No  Yes

If Yes:

State & County of Order: \_\_\_\_\_ Date last Order was Entered: \_\_\_\_\_

Who was the Petitioner? \_\_\_\_\_ Who was the Respondent? \_\_\_\_\_

Case Number: \_\_\_\_\_

Next Court Date: \_\_\_\_\_

**Your Employment Information**

Are you employed?

No  Yes

If Yes:

Name of employer: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

Job Title: \_\_\_\_\_

Salary or Hourly Rate: \_\_\_\_\_ Employed Since: \_\_\_\_\_

If No:

Name of last Employer: \_\_\_\_\_

Last Job Title: \_\_\_\_\_

Gross Annual Wages (as reported on last tax return): \_\_\_\_\_

Select the highest level of your education/training:

Grade School  High School  GED

Vocational  College  Post-Graduate

**Opposing Party's Information**

Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Work Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Cell Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Prior Marriages (list dates and reason for divorce): \_\_\_\_\_

Are there any child/ren born or adopted of just the opposing party?

No  Yes

If Yes:

Name of Child	Date of Birth	Who has Primary Custody?	Since When?

Is the opposing party involved in another relationship?  No  Yes

If Yes:

Name of the Person/s: \_\_\_\_\_

Nature of the relationship: \_\_\_\_\_ Length of Relationship: \_\_\_\_\_

Are they currently living together or having sleepovers?  No  Yes

### Mediation Information

Please attach the following documents if you have them:

- Proposed Parenting Plan     
 Current Parenting Plan     
 Petition/Response at Hand  
 Order of Protection Petition     
 Order of Protection Order     
 Summary from Attorney

What would be your ideal Parenting Time schedule? \_\_\_\_\_

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What would be your ideal Parental Decision-Making designation?

- |                   |                                |                              |                                         |
|-------------------|--------------------------------|------------------------------|-----------------------------------------|
| Education         | <input type="checkbox"/> Joint | <input type="checkbox"/> You | <input type="checkbox"/> Opposing Party |
| Religion          | <input type="checkbox"/> Joint | <input type="checkbox"/> You | <input type="checkbox"/> Opposing Party |
| Health Care       | <input type="checkbox"/> Joint | <input type="checkbox"/> You | <input type="checkbox"/> Opposing Party |
| Extra Curriculars | <input type="checkbox"/> Joint | <input type="checkbox"/> You | <input type="checkbox"/> Opposing Party |

Are there any safety concerns? If yes, than list and explain.

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Are any issues that you would not agree to or find are “hard nos”? If yes, than list and explain.

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Are there any issues that must be included in any agreement or are “hard yess”? If yes, than list and explain.

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Do you and the opposing party have an agreement? If yes, provide the details below or attach extra pages:

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