



PLADSON LAW OFFICE

RULES OF FAMILY MEDIATION SERVICES

The purpose of these rules is to assist the parties in reaching a settlement of the issues submitted for mediation. The rules and guidelines are necessary to protect the integrity and confidentiality of the mediation process. The guidelines are designed to assist each party in examining relevant factors necessary for a full discussion of the issues.

AGREEMENT TO BEGIN MEDIATION

These rules will be a part of your mediated agreement pursuant to a signed Agreement for Voluntary Mediation. All parties will be asked to sign such an Agreement prior to the commencement of mediation with the Mediator.

CONDUCT OF THE MEDIATION SESSIONS

The mediation process may be conducted in the manner that the Mediator believes will most expeditiously permit full discussion and resolution of the issues. The Mediator will assist the parties in fully discussing and understanding each issue before agreements are made so that both parties arrive at solutions that to them are fair and equitable.

CONCERNS OF THE MEDIATOR

The Mediator may indicate verbally or in writing his or her concerns regarding any final decisions that the parties make when the Mediator is uncertain about or does not understand the parties' sense of fairness. The Mediator's comments may appear in the Preliminary and/or Final Memorandum of Agreement.

CONFIDENTIALITY OF MEDIATION SESSIONS

Although laws and court rules say that all communications, documents, and work notes made or used in mediation is privileged (i.e. confidential), we ask that the parties contract with each other and with the Mediator to keep the mediation discussions and documents confidential. By signing the Agreement for Voluntary Mediation incorporating these rules and guidelines, the parties agree as follows:

- a. Through the adoption of these rules, the parties agree that they will not call either the Mediator or any officer or agent of the Mediator as a witness in any litigation of any kind regarding the mediation sessions conducted by the Mediator; and, in like manner, the parties shall be stopped from requiring the production of any records or documents or any other notes or papers made by the Mediator for any purpose(s) associated with the litigation of any issue(s) dealt with in mediation.
- b. The foregoing exclusions from evidence and exemptions of the Mediator and parties from giving testimony or being called upon to produce documents shall apply also to the

use of neutral experts and other professionals called upon by the parties in mediation.

- c. Mediation conducted by a professional Mediator shall come within the purview of his/her professional privilege as established by the Academy of Family Mediators and any other statutory protection enacted either before or after the commencement of mediation by the parties.

FULL DISCLOSURE

The parties agree that they will fully disclose to the other and to the Mediator all information and writings as required by the Mediator, including financial statements, income tax returns, etc., and all information requested by the other party if the Mediator finds that such other disclosure is appropriate to the mediation process and may aid the parties in reaching a settlement. At the conclusion of the mediation process, the parties may find that the attorneys will request further verification and disclosure in order to aid their review and implementation of their decisions in mediation and the parties agree that they will provide such information at the request of the other party. Likewise, at the conclusion of mediation, the parties agree that they will sign a verified (notarized) statement declaring that they have fully and truthfully disclosed all information concerning assets, liabilities, and income if so requested by the Mediator or the other party.

PREPARATION OF BUDGETS

The preparation of budgets by each party is an essential part of the mediation process. If either party fails or refuses to prepare a budget adequately reflecting his/her needs, the Mediator shall have the option of suspending mediation of this issue, or at his or her discretion, declare an impasse.

PARTICIPATION OF CHILDREN AND OTHERS

Children of sufficient age or other persons having a direct interest in the mediation may participate in mediation sessions related to their issues with consent of the parties and the Mediator.

PROHIBITION AGAINST TRANSFERS OF PROPERTY, CHANGE OR CANCELLATION OF INSURANCE, OR ANY OTHER ACTION THAT CHANGES THE MARITAL ESTATE

Upon beginning mediation, the parties agree that they will not engage in any transactions that materially affect the status quo of the existing marital estate. They agree that transfers or sale of property without the written agreement of both parties is prohibited, except in the usual course of meeting ordinary monthly obligations. Likewise, they agree that cancellation or change of health insurance, life insurance or other benefits should not occur while the parties are meeting in mediation.

DRAFTING OF MEMORANDUM OF AGREEMENT

At the conclusion of the mediation sessions the Mediator will draft a detailed memorandum setting forth the decisions agreed upon by the parties in mediation. The Memorandum of Agreement will contain background information about the parties and will set forth the factual information relied upon by the parties in reaching settlement. The Memorandum of Agreement will be submitted by each of the parties to their attorney for review and implementation of the decisions as reflected in the Memorandum. Any new or omitted issues raised by the attorneys will be returned to mediation if the parties are unable to efficiently and cooperatively resolve such new or omitted issues.

LEGAL REPRESENTATION

The Mediator does not legally represent either of the parties. Effective legal representation is required and it is strongly recommended that each party retains legal counsel of their own choice no later than at the conclusion of the mediation process. The Mediator recommends that the parties retain legal representation at the beginning of the mediation process. By doing this, each party will have a better understanding of their legal rights and responsibilities and will less likely be surprised by legal issues or concerns raised by their attorney after thinking that all decisions have been finalized.

ALTHOUGH THE MEDIATOR RECOMMENDS THAT EACH PARTY EDUCATE HIM OR HERSELF ABOUT THE LEGAL APPROACH TO DIVORCE, THE MEDIATOR WILL ENCOURAGE BOTH PARTIES TO DISCUSS AND NEGOTIATE A SETTLEMENT BASED UPON THEIR OWN STANDARDS OF FAIRNESS AND THEIR OWN DECISIONS ABOUT WHAT IS BEST FOR THEMSELVES AND THEIR FAMILY.

The Mediator maintains a panel of attorneys who specialize in family law and are familiar with the divorce mediation process. This list is available to the Mediator's clients upon request. Each party is encouraged to interview and choose an attorney who will respect the work they have completed in mediation and who will provide them with an independent judgment of their decisions.

The Mediator reserves the right to amend these rules at any time; however, any such amendments will not apply to existing cases in mediation on the date of such amendments.

SCHEDULING OF SESSIONS AND STARTING TIMES

If any party needs to change their scheduled appointment, they are requested to do so at least 24 hours in advance. Failure to do this will result in a charge of \$100.00 for the cancelled session. In-session mediation time will be billed commencing with the time that the session is scheduled to begin, unless the delay in starting time is attributable to the Mediator.

HOURLY FEES AND ADMINISTRATIVE CHARGES

In addition to hourly charges for the mediation sessions, parties will be charged for the Mediator's work outside of the mediation session, whether for the preparation of the mediated settlement agreement or for discussions with parties, their counsel, or with other persons concerning matters related to the mediation. Parties will also be charged for any long-distance phone calls associated with their case and for necessary word processing work. Photocopying above that normally required with a typical mediation case will also be billed. Administrative costs will be billed to the parties on an ongoing basis with payment due at the next mediation session or within 30 days, whichever occurs first.

PHONE CALLS

The Mediator has a general policy of not caucusing separately with either party unless the Mediator believes it is necessary to do so to avoid possible impasse. For this reason, the parties are asked not to communicate with their Mediator outside of the working session about any issues of substance associated with dispute. Procedural questions are permitted. LIKEWISE, PARTIES ARE ENCOURAGED AND PERMITTED TO DISCUSS WITH THE MEDIATOR, EITHER IN SESSIONS OR IN PRIVATE, ANY CONCERNS RELATED TO EITHER THEIR PHYSICAL OR EMOTIONAL SAFETY AND WELLBEING AS IT RELATES TO THE MEDIATION PROCESS. If any party feels that ex-parte (private) communications with the mediator are imperative, they may call their Mediator and present their concerns(s) and reason(s) for discussing the matter outside of the scheduled mediation sessions.