

MEDIATION INFORMATION AND DISCLOSURE

Mediation has been scheduled in your case. In some instances, mediation is mandatory (Court Ordered), while in other situations, it is voluntary. Regardless, mediation has many benefits, but there are some issues about which you should be made aware.

A mediation is a specific time scheduled for a meeting between (1) you, (2) your attorney, (3) the other party, (4) the other party's attorney, and (5) a mediator. A mediator is a neutral person who assists others in negotiations in an attempt to reach an agreement (which will be finalized in writing) regarding all aspects of your case. These issues may include (but are not limited to): the division between the parties of any property (including real estate, personal property, vehicles, bank accounts, stocks, etc.) or any other assets; the assignment of responsibility to debt/loan/credit card debt; decisions regarding custody/visitation, child support and other child-related matters; any claim for an award of maintenance by either party; the decision as to which party will be awarded any life insurance values/policies; the division of retirement/pensions, 401K's, etc.

You should know that the mediator cannot force, make, or require you to sign a settlement agreement. The mediator is simply a neutral person who assists parties in negotiations. The mediator cannot disclose any information to the Court, other than to express, in written form, whether a full or partial agreement was reached.

If you and the other party reach an agreement on some, or all issues, during the mediation, a written agreement will generally be prepared for your signature at the conclusion of the session. If you sign an agreement at mediation, you will be bound to its terms. The Court will accept the agreement as it is written, and will not allow either party to withdraw his/her consent, nor to modify its terms once entered. Typically, the mediated agreement will be entered by the Judge in your case as a Court Order. Failure to comply

with the terms of such an order can warrant contempt sanctions against the party who fails to comply in the form of penalties such as fines, jail time, etc.

You are under no obligation to settle your case during mediation. However, if a mediated agreement is signed, it will be your decision. Your attorney, the mediator, or a third party may attempt to compel you to settle your case, however **do not** sign a settlement agreement for any reason if you do not want to do so.

If a mediated settlement is reached in whole, or in part, you will generally be precluded from obtaining discovery or other information regarding the settled issues. Thus, if further information or documentation is desired by you regarding an issue, you are responsible for raising this issue and discussing it fully with your attorney before signing the agreement.

Depending on the issues in your case, a Court may be allowed to modify the mediated agreement in the future under certain circumstances, for example, child support, custody, and visitation issues. Be sure to discuss with your attorney, prior to the mediation, the types of issues which could be modified in the future, and the legal requirements for such modifications. Laws change over time, and such changes may effectively modify your agreement. It is not possible, however, to foresee the future and the changes which may occur, thus, there is always some degree of future uncertainty in any agreement reached in the present.

During mediation, you may need advice from another professional, such as, a certified public accountant (CPA), tax preparer, mortgage broker, or realtor. An attorney cannot give you advice in such specialized fields. Therefore, it may be prudent for you to contact one or more of these professionals, in advance, to arrange for a telephone conference, if necessary, during mediation. Please make your attorney aware of any such arrangements

prior to the mediation. If professional advice is necessary, but unavailable to you during your mediation, you have the right to delay signing any agreement you reach in order to obtain the required advice or information.

A mediation session can last several (usually two to five) hours, therefore:

(a) You should park in a parking garage **not** at a parking meter (as meters have time restraints). If your mediation is to take place at Chris Harrell's office, free parking is available behind the building.

(b) If you are responsible for the care of others (i.e.: children, pets), make arrangement for their care, or else advise the mediator of your specific time limitations prior to beginning the mediation.

(c) On the date of your mediation, it is best not to be required to be anywhere else by a specific time, such as your employment, doctor appointments, etc.

(d) Since mediations can be very stressful, do not skip eating/nourishment before or during mediation. You should also be well-rested and free from the influence of any mood or mild-altering medications. Your decision-making ability depends upon your physical and emotional well-being. Take appropriate steps to be as comfortable and at ease throughout the process as possible.