

LAW OFFICES OF JOSEPH ADELIZZI
191 Calle Magdalena, Suite 220
Encinitas, CA 92024
(760) 632-1338

INTRODUCTION TO MEDIATION AND MEDIATION AGREEMENT

1. The goal of mediation is to reach a mutually acceptable Marital Settlement Agreement ("MSA") and to take all other steps necessary to accomplish the dissolution of a marriage.
2. All issues pertaining to the dissolution are negotiated in good faith. Therefore, it is essential that both clients share all pertinent information.
3. A series of meetings is held until resolution is reached on all issues. Most meetings are held with both mediators and both clients; however, at least one session will be held with each of the clients separately. The content of separate sessions and phone calls will remain confidential.
4. The issues to be negotiated usually include: division of community property, division of community debts, spousal support, child support, and parenting plans.
5. The mediators' job is to help the clients explore options and obtain information, so that they can reach an agreement that will work for both of them. The mediators do not make the decisions; the clients do.
6. The mediators will help the clients deal with the difficult moments that are a normal part of the mediation process.
7. By the time the final paperwork is filed with the Court, the clients will represent themselves. If they are currently represented by attorneys, they will substitute them out at the end of the mediation, so that the mediators can file the final paperwork with the Court.
8. Although Joseph Adelizzi is an attorney, he does not represent either client or give legal or tax advice during the mediation.
9. Although _____ (if applicable) is a marriage and family counselor, he/she does not provide therapy during the mediation sessions. He/She has a legal duty to report child abuse and neglect and to report danger to a client or a third party.

We, _____ and _____, agree to the following:

1. To leave all assets and insurance policies unchanged, except by mutual agreement. It is understood that our regular bills will continue to be paid as they have been in the past.
2. To disclose to each other our assets, debts, income, and expenses, and to bring back completed disclosure forms to the next mediation session.
3. To obtain appraisals of our major assets, including businesses and pension plans.
4. To consult with accountants if the mediators recommend that we do so.
5. To discuss our MSA with independent attorneys, and then to attend an MSA Review Session, to discuss any revisions we may want in our MSA, prior to signing it.

6. To keep confidential all statements made during the mediation and all documents prepared for the mediation. We understand that we cannot use these as evidence in court, but that we may share this information with an attorney. California Evidence Code, section 1152.5 (attached) applies to this mediation. However, this Mediation Agreement and the Fee Agreement are not confidential.

7. Not to subpoena the mediators or their records into any arbitration or court action.

8. To allow an additional 30 days for the filing of a Response to the Petition, in the event that we end the mediation without a Judgment of Dissolution.

9. To return one more time to mediation if one of us wishes to withdraw from mediation and the other wishes to continue.

10. To avoid phoning the mediators, unless an urgent need exists.

Joseph Adelizzi and _____, agrees to the following:

1. Not to represent or to be a witness for or against either client in any civil court action regarding this dissolution or any modification or its terms.

2. Not to communicate with an attorney for either client.

3. To release papers from our files, only with the consent of both clients and the agreement of both mediators.

4. To withdraw from mediation if it is not productive or if either client breaches this agreement.

Dated: _____
Husband

Dated: _____
Wife

Dated: _____
Mediator

Dated: _____
Mediator