

The Law Office of Brigid A. Duffield, P.C.

Attorney/Mediator/Speaker/Author

Dedicated to Providing a No BS Legal Experience

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Thank you for contacting our office to mediate the unresolved issues concerning your family.

Mediation is a positive alternative to litigation. It is designed to help each of you reach agreements in a cooperative and rational manner, as well as minimizing the anger exchanges which can escalate when people are tied-up in the court system.

Mediation can be a powerful tool to preserve the families' financial resources, and to minimize the time the family is in the Court system. Mediation reestablishes communication skills, which allows parties to take charge of their lives and the decisions affecting their respective futures.

Mediation is a *confidential* process. During mediation, parties develop plans to best serve their futures. Mediation is intended to supplement the litigation system, which can cast parties as opponents and create an adversarial relationship. In mediation, parties are treated as cooperative adults who are restructuring their lives.

The Mediator acts as a *neutral* facilitator. The Mediator's role includes: assisting parents in identifying parenting issues; creative problem solving; exploring alternative solutions; and aiding parents in reaching a consensus, even if it is an "agree to disagree" agreement.

The Mediator is not a substitute for and in no way replaces your attorney. Both parties are strongly encouraged to meet with their attorney *prior* to the first mediation session. Only your attorney can advise you of your options and alternatives as they relate to your situation based on your facts. You should ask your attorney give you realistic assessment and a range to work with when you are the mediation sessions (ie: "best case/worst-case" scenarios). Have your attorney provide you with settlement documents which reflect your position. The more information you come to the mediation session with, the more likely you will reach the resolution of an agreement.

As your Mediator, we may not render legal or financial advice. You must receive all recommendations and advice from your own legal counsel and other advisors. ***We suggest you consult with your attorney throughout the mediation process.***

Your first mediation session will be two (2) hours in length. You are required to pay all fees in full at the start of the first mediation session. Unless you agree otherwise, the parties will split the fees equally. Each party will need to pay three hundred dollars (\$300.00). *Again, please note that payment in full is due at the beginning of the initial*

Mediation Session. In the event that you are unable to provide payment at that time, please contact our office immediately so that the mediation session will be rescheduled to a later date when you will be able to tender payment in full.

The total mediation fee may vary from \$600-\$5,000. The hours of mediation time and a retainer for administrative time for work performed by the Mediator on your behalf (outside of the actual session) will determine the ultimate cost. Outside work may include, but is not limited to: telephone conferences; correspondence; consultations with attorneys and the Judge; and preparation of any agreements.

Enclosed you will find several pieces of information necessary to start the mediation process. Please review and complete the enclosed documents carefully prior to your first mediation session.

Please be sure to bring the following with you to the first Mediation Session:

- ◆ Signed and dated Mediation Agreement;
- ◆ Signed and dated Confidentiality Agreement;
- ◆ Settlement and Parenting Agreements previously ordered or being proposed; and
- ◆ Cash or Check payable to the Law Office of Brigid A. Duffield, P.C., in the amount of \$300.00.

We know that this is a difficult time for your family, and we look forward to the opportunity to assisting you in facilitating a resolution that works for both parties.

Respectfully,

Brigid A. Duffield
Attorney/Mediator

Enclosure

**CONFIDENTIALITY AGREEMENT AND
NON-REPRESENTATION ACKNOWLEDGMENT**

IT IS HEREBY MUTUALLY AGREED by and Between The Mediator, Brigid A. Duffield, and the mediation participants, that by undertaking the mediation process they understand:

A) Mediation is a confidential procedure separate from litigation, for reaching settlement of a dispute between the parents.

B) All discussions, as well as the Mediator's records, will be held in the utmost confidence by all parties involved.

C) Mediation is designed to encourage and facilitate a settlement between the parents. The Mediator will hold all matters discussed during any and all mediation sessions confidential and shall not be disclosed in any court of law.

D) In order for the family to realize the maximum benefits of mediation, the parents must feel free to discuss issues without the threat that information or admissions will be used against them or to their detriment later.

E) The parents and/or their attorneys agree not to call and shall be barred from calling Brigid A. Duffield, the Mediator, or any person doing mediation under her direction or auspices as a witness to testify in any subsequent court proceeding, or from seeking the admission into evidence of any documents or recordings prepared by the mediator in conjunction with the mediation, subject to Paragraph 3(b) of Local Rule 15.22 Court Order.

F) In regards to administrative paperwork for court ordered mediation, the Mediator will prepare a Mediator Report for the Court after the mediation session(s) have been completed. A copy of the Mediator Report will also be provided to the parents and their respective attorneys.

G) Only the parents will participate in the mediation sessions. Current spouses and children will not participate in the sessions unless by the agreement of the parents and with the Mediators discretion. If a court order specifies that someone other than the parents are to participate in the session or otherwise, the court order will control.

IT IS FURTHER ACKNOWLEDGED by the parents that the Mediator, Brigid A. Duffield, or the Law Office of Brigid A. Duffield, P.C., are not representing any party to this lawsuit and are not affording or providing any legal advice to any such parent.

X _____
MOTHER Date

X _____
FATHER Date

PREPARED BY:

The Law Office of Brigid A. Duffield, P.C.

1749 South Naperville Road, Suite 201, Wheaton, Illinois 60189

Telephone: (630) 221-9300 Email: brigid@BrigidDuffield.com

The Law Office of Brigid A. Duffield, P.C.
MEDIATION SERVICES
PRIVATE MEDIATION AGREEMENT

The undersigned persons, having decided to separate or divorce, or having previously divorced, intend to resolve the conflicts and issues arising out of their separation or divorce through mediation. They intend to avoid for themselves and their children the bitterness and frustration which often accompany the differences and conflicts which arise during and after a separation.

Through mediation, the parents intend to create an agreement that settles major disputes which include parenting of the minor children, division of property, child support, and parenting time. They hope their agreement will represent the interests of both parents and their children and will be acceptable to all concerned.

This *Agreement to Mediate* is made and entered into by and between **Husband and Wife** and **Attorney/Mediator Brigid A. Duffield**. The terms of this agreement are fully represented below and the parties and the Mediator agree to the following:

1. ***MEDIATION PROCESS***

The parties agree to attempt to successfully resolve the issues and controversies that have arisen and brought them to this point. They agree to attempt to reach a consensus or an agreement on the issues which is *acceptable* to both parents and serves the best interests of their children.

2. ***COSTS OF MEDIATION***

Mediation will be conducted by **BRIGID A. DUFFIELD**, at the rate of \$300 per hour, for hours spent in the mediation session and out of the session. The fee will be paid at the beginning of each session. In addition to the actual mediation session services include phone calls to and from the parents, their attorneys and other individuals, preparation of the written final agreement, reviewing documents and anything else needed to responsibly serve the parents. When required, the persons agree to pay a retainer to the Mediator equal to two and a half (2 ½) hours, totaling \$750, for work outside of sessions. The Mediator will document time spent outside the sessions and provide a detailed billing for the parties. Time is billed to the nearest quarter of an hour.

3. ***NOTICE OF CANCELLATIONS***

The parties agree that if the need arises where one or both parties must cancel a scheduled session, as a courtesy to the other party and the Mediator, they will do so at least forty eight (48) hours in advance. If the parties fail to cancel their appointment less than two full business days in advance of the appointment, or if one or both parties fail to appear for the scheduled time, a full charge may be made for the missed appointment. The Mediator will take into consideration any emergency that may arise which would cause

the party's inability to attend the scheduled mediation.

Appointments not canceled forty eight (48) hours in advance may be billed for one hour.

4. *PRIVACY OF MEDIATION*

The parties agree that neither will call the Mediator, ***BRIGID A. DUFFIELD***, nor any person doing mediation under her direction or auspices as a witness to testify in any court proceeding. The parents agree not to subpoena any records, documents, or other information or material the mediator may have or have produced during the mediation relating to the issues raised during the mediation.

5. *CONFIDENTIALITY OF MEDIATION*

The Mediator will treat all information, written documents and oral communications, provided during mediation as confidential. No information obtained during mediation will be given to any outside person or organization unless both concur. Unless otherwise agreed, the mediator will not hold the information confidential between the parties.

The parties and the mediator agree they will disclose any information to their attorneys. They agree not to use it in a malicious or harmful way or in a way that would discredit the other parent or cause the other parent to be viewed in a bad light.

6. *INFORMATION NOT HELD CONFIDENTIAL*

The safety of the parents and the children is of utmost concern. The parents understand that the Mediator will ***not*** keep confidential any information that causes the Mediator to suspect that child abuse has occurred or could occur or that any person will be in danger or risk of immediate bodily harm.

7. *ATTENDANCE & TERMINATION OF MEDIATION*

The Parties will attend the mediation sessions, usually two (2) hours in length as agreed. The parties are expected to organize their business and personal affairs so they may attend the mediation sessions. Attendance at mediation is limited to the parties, unless otherwise agreed by both parties and the Mediator. The mediation may be terminated or suspended at the option of the Mediator.

8. *PARTICIPATION OF CHILDREN AND OTHERS*

Children and other persons having a direct interest in the mediation may participate in a mediation session when appropriate and upon agreement of ***both*** parents ***and*** the Mediator.

If parents determine appropriate, a last meeting may be held with the children to discuss the terms of the Agreement relevant to their interests.

9. ***SEPARATE MEETINGS***

The Mediator or the parties may request separate meetings when either feels this may help or facilitate the mediation process. If the Mediator agrees to separate meetings, both parties will be given equal time for such meetings. The parties agree not to contact or discuss their case with the Mediator outside of the mediation session.

10. ***USE OF MEDIATOR***

The parties and the mediator agree that the Mediator will serve as a neutral person during the mediation process. The Mediator will provide a fair and neutral process and assist in reaching a solution of the issues presented. The mediator reserves the right to verbally inform the participants or note in any written agreement if the mediator does not concur with any provision of the agreement or the full agreement. Concurrence is defined by the Mediator as believing that agreement is fair and reasonable to both parents and serves the needs of the children. Lack of Mediator concurrence will have no effect on the parent's ability to reach agreement or carry out any and all terms of the agreement.

The Mediator does not serve in any other capacity regardless of professional education or background. The Mediator does not prepare or file legal documents or represent either parent.

11. ***USE OF ATTORNEYS***

The parties are strongly encouraged to consult with attorneys early and during the mediation process in order to understand their legal rights and determine the legal parameters of their case, their ***best case/worst case scenario***. Attorneys chosen by the parties are regarded as part of the mediation team. This means that the Mediator is free to discuss all issues related to the mediation with any attorney retained or consulted by parties. It is assumed that any agreement reached in mediation will be reviewed by an attorney before being processed in court.

12. ***PARENTS' COMMITMENT***

The parents agree to use their best efforts to reach a resolution of the issues. Toward that end, they agree that each will abstain from using any mood altering substance, drugs, or alcohol on the day mediation sessions are scheduled.

13. ***IMPASSE***

If the parents are unable to reach an agreement about any or all issues, they and the Mediator will discuss options for resolution of the issues. These options may include referral of particular issues to other professionals.

14. ***CONCERN ABOUT ABUSE***

The safety of all parents is of utmost concern. Mediators and mandated reporters are required by law to report suspected cases of child abuse. It is our policy to work with parents to get them the best possible help for all types of abuse.

The parents understand that the Mediator will not keep confidential any information that causes the Mediator to suspect child abuse or neglect has or could occur or that any person will be in danger.

15. ***COURT PROCEEDINGS***

Your attorney will advise you on the court proceedings and the estimated time your case may be expected to take. The time line can be as long as 18 months from the date of filing of the Petition.

16. ***TERMINATION OF MEDIATION***

Mediation is a totally voluntary process. Any party in mediation may terminate the mediation at any time. However, the parties agree that if they wish to terminate, they will do so during a session.

17. ***MEDIATION OF FUTURE DISPUTES***

Disputes concerning any of the terms of the Agreement or other future issues may be brought back to mediation at any time in the future.

18. ***FINANCIAL RESPONSIBILITY***

Both parties share equally the financial responsibility for payment of the costs of mediation in order to maintain neutrality. We encourage parties to make payments from a joint account when possible. Payments may be made in accordance with their agreement.

19. ***DRAFTING DEPOSIT***

A deposit of \$600.00 will be charged at the beginning of the mediation for work done outside of a session and drafting the agreement.

20. ***OUTSIDE CONSULTANTS***

Persons other than the mediator such as child specialists, accountants and actuaries may be called for consultation when the parties agree. They will be compensated at their normal rate of compensation.

21. FULL DISCLOSURE OF FINANCIAL INFORMATION

Each party will be expected to fully disclose all financial information, financial statements, income tax returns, etc., requested by the Mediator, and all information requested by the opposite party if the Mediator finds that the disclosure may aid in the mediation process. NOTE: Subsequent findings of nondisclosure of appropriate information may constitute grounds for nullifying any Agreements.

22. TRANSFERS OF PROPERTY

During the mediation process, neither party, without the agreement of the other, will transfer, encumber, conceal, nor in any way buy or dispose of any tangible or intangible property except in the usual course of business or for the necessities of life.

23. CONCURRENCE OF MEDIATOR

Mediators may indicate either verbally or in writing that they concur or do not concur with the final agreement between the parties. Concurrence means that the Mediator believes the settlement is substantially equitable and fair to each party. Nonconcurrence, however, will in no way detract from the legal effectiveness of the Agreement.

We have read, understood, and agree to be bound by this Agreement to Mediate.

HUSBAND

Date

WIFE

Date

BRIGID A. DUFFIELD

Date

The Law Office of Brigid A. Duffield, P.C.

Brigid A. Duffield, As Mediator

1749 South Naperville Road, Suite 201

Wheaton, Illinois 60189

Telephone (630) 221-9300 E-Mail: brigid@brigidduffield.com

MEDIATION GROUND RULES

1. The parties agree to come to the mediation with an open and a willingness to learn new conflict resolution skills.
2. The parents agree to start on time and participate fully in all sessions without being under the influence of illegal drugs or alcohol.
3. The parents agree to call each other by their first names, not pronouns “he,” “she,” or Mr. Smith or Mrs. Smith or anything else. No name calling.
4. The parents agree not to blame, attack, swear or engage in snipes or put-downs, and will ask questions for the purpose of clarification only.
5. Parents agree to use “I” statements and agree to stay away from “hard” positions. They agree to express themselves in terms of their own needs and interests, not what they think the other parent wants or will or won’t do.
6. The parents agree to listen respectfully, and to try to understand the other parent's needs and interest by taking turns speaking and not interrupting each other.
7. The parents agree not to dwell on things that did not work in the past, but instead to focus on ideas and possible solutions of what might work in the future and what they would like for themselves and their children.
8. The parties agree to ensure the child completes all homework assignments on time.
9. The parents agree to work toward what they believe to be the most viable constructive agreement possible.
10. The parents agree to speak up if something is not working in the mediation.
11. The parents agree not to try to convince the Mediator of anything including why they are right and the other is wrong.
12. The parents agree to point out when, or if, they feel the Mediator is being partial.
13. The parties agree to refrain from aggressive and intimidating behavior before, during and after any session.
14. The parties are aware that there are security measures in place at the office.
15. The parties agree that they will not initiate or file any new motions or pleadings in court during their participation in the program.
16. The parties understand that their compliance with the program may be reported to the court.

PARENT'S MEDIATION CHECKLIST – PRIVATE MEDIATION

TO DO NOW:

- ❖ Schedule first mediation session

TO HAVE DONE PRIOR TO FIRST MEDIATION SESSION:

- ❖ Schedule/Attend Caring, Coping & Children Class (if required)
- ❖ Meet with your attorney

TO BRING TO FIRST MEDIATION SESSION:

- ❖ Signed and dated Mediation Agreement
- ❖ Signed and dated Confidentiality Agreement
- ❖ Settlement or Parenting Agreements either previously ordered or being discussed
- ❖ Cash or Check payable to the Law Office of Brigid A. Duffield, P.C., in the amount of five hundred (\$600.00) either from a joint account or each party to bring a check in the amount of two hundred fifty dollars (\$300)
- ❖ If child(ren) issues are in dispute, please bring a copy of the children's school calendar for the current school year, and if available, the upcoming school year. The school calendar should reflect all days that the child(ren) do not have school (ie: winter/summer break, recognized holidays, teacher's institute days, etc. . .)
- ❖ If children are involved any extracurricular activities (ie: sports, music lessons, after-school job, etc. . .), please bring a copy of the child(ren)'s schedule with you.
- ❖ If financial issues are in dispute, please bring a copies of any pertinent information regarding income and expenses of the family
- ❖ If copies of assets and liabilities information is available, please bring that
- ❖ Please come prepared to the mediation session with your proposal for resolution of the issues you would like to achieve resolution on in mediation. For example, if you are coming to mediation for the purpose of parenting time or visitation, please bring a proposal of what you believe would be a realistic schedule.

The more information you have, the more productive the session.

The Law Office of Brigid A. Duffield, P.C.
Brigid A. Duffield, Mediator/Attorney At Law
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MEDIATION CLIENT INFORMATION-PRIVATE MEDIATION

Date: _____ **Next Court Date** _____

Name: _____ **Birth Date:** _____ **Age:** _____

Address: _____ **City:** _____ **State:** _____

County: _____

Cell Phone: _____ **Home Phone:** _____ **E-mail**:** _____

Preferred Contact Method: E-mail Cell Phone Home Phone Work Phone

Social Security #: _____ **State of Birth:** _____

Drivers License #: _____ **State Issued:** _____

Employer: _____ **Work Address:** _____

Occupation: _____ **Work Phone:** _____

Gross Earnings: _____ **per month** **Net Earnings:** _____ **per month**

Education: _____ **Degree:** _____

Maiden Name (if applicable): _____

Attorney Name: _____ **Email:** _____

MARRIAGE INFORMATION

Date of Marriage: _____ **Number of years married:** _____

Married in: **City:** _____ **State:** _____ **County:** _____

Date of Separation (Last resided as husband & wife): _____

Children:

	<i>Name</i>	<i>Birth date</i>	<i>Age</i>
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____
4)	_____	_____	_____

Are you currently paying support for the children?

No _____ Yes _____ \$ _____ Frequency _____

Are you currently paying support to a former spouse?

No _____ Yes _____ \$ _____ Frequency _____

Other than your children and/or spouse, are there any other people living with you?

No _____ Yes _____ If yes, please list their name(s) and relationship(s) to you:

Name of Spouse/Person involved in this proceeding: _____

Does your spouse/ex-spouse have an Attorney? Yes _____ No _____

If yes: Name: _____ Phone Number: _____

Who referred you to mediation? _____

Do you have an interest in reconciliation? Yes _____ No _____

Does your spouse? Yes _____ No _____

Are you presently seeing a counselor or therapist?

Yes _____: Individual _____ Joint _____ Family _____ No _____

Do you anticipate a dispute about custody of the children? Yes _____ No _____

Do you anticipate a dispute about parenting time of the children? Yes _____ No _____

Any Previous Marriages:

	<i>Name</i>	<i>Duration</i>	<i>Ended By</i>	<i>Children</i>	<i>Age</i>	<i>Resides with</i>
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____

Have you previously been involved in mediation?

No _____ Yes _____ Name: _____ Phone: _____

Is there a Child Representative appointed for the children?

No _____ Yes _____ Name: _____ Phone: _____

Is there a Guardian Ad Litem appointed for the children?

No _____ Yes _____ Name: _____ Phone: _____

Other relevant information: _____

**You may receive periodic updates and newsletters from *The Law Office of Brigid A. Duffield, P.C.* by email, which can be unsubscribed to at any time without affecting client correspondence.