

**Agreement to Mediate with Leave Strong Divorce Services
2777 Jefferson Street, Suite 203D, Carlsbad, CA 92008 Phone:
760-809-3869**



This Agreement is made by _____ and _____ hereinafter referred to as the “Clients” and Laura M. McGee hereinafter referred to as the “Mediator” on ____ day of _____ 2018.

The Clients are participating in mediation with the Mediator, as the Clients wish to reach a settlement of an existing controversy between them that might otherwise be the subject of litigation.

The signing of this Agreement by the Clients is their representation that they each have had explained to them the purpose and objectives of mediation, the principles upon which it operates and is an expression of their intention to be honest, fair, and equitable throughout the mediation process.

In consideration of the terms of this Agreement, Clients agree as follows:

1. The mediation shall be conducted by Laura M. McGee. The Mediator is a non-practicing attorney and at all times acting as a neutral third party and therefore shall not provide any legal advice or protection for one party or the other.
2. The clients each acknowledge their participation is voluntarily.
3. The mediation shall continue until all issues have been resolved and Clients have signed and notarized their Marital Settlement Agreement, or until one client notifies the mediator and the other Client in writing that they are discontinuing the mediation.
4. The Mediator shall offer legal information that could affect the controversy being mediated, Clients are hereby advised to seek independent legal counsel to advise them on any and all matters that require an opinion as to the law and for review of their Marital Settlement Agreement before they enter into a final Agreement.
5. The mediation process is based upon good faith negotiations between Clients and therefore it is agreed that there will be full and complete disclosure of all information

and documents necessary to reach an informed decision regarding all aspects of the negotiation including, but not limited to, financial statements, budgets, income tax returns, appraisals, expert opinions, and any all such other information the Clients' may deem necessary. All such information shall be disclosed and made available to each of the Clients upon request of the Mediator.

6. In order to maintain the mutual trust that is essential to mediation, Clients agree not to dispose of, or alter any of their assets without the consent of the other while in Mediation.
7. The parties acknowledge that mediation is a cooperative process. Therefore, they agree to suspend all other pending litigation in which they may now be participating, during the remainder of the Mediation. Additionally, each party promises to inform and confirm with the other before commencing any further legal action.
8. In the event that either of the parties fails to abide by the terms of this Agreement, and/or the Mediator determines that either Client is not negotiating in good faith the Mediator has the right to terminate the mediation.
9. Each Client separately has been advised and understands that, should the mediation break down and their divorce become a litigated divorce, all communications and documentation prepared for the purposes of mediation shall remain confidential unless the parties otherwise agree, and that the Evidence Code section 1119 shall govern their conduct:

(a) No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential."

10. It is the intention of the Clients to avoid the filing fee associated with filing a Response and to work collaboratively towards an uncontested divorce with an Agreement, In the event mediation breaks down and the clients proceed with litigation, the Petitioner shall give the Respondent 30 days from the date of the written notification that mediation has been discontinued to file a Response.
11. The flat fee for Mediation with children is \$4,000. This fee is payable in 4 non-refundable installments of \$1,000. The last installment must be made before the draft MSA is delivered to you for review.

This flat fee includes:

- ✓ Up to 10 hours of time with the Mediator
- ✓ Drafting of all documents including the Marital Settlement Agreement and any revisions
- ✓ Photocopying, office supplies, postage
- ✓ Filing of your documents in Court
- ✓ Service of divorce paperwork on the other spouse, in the Leave Strong Office

Should your mediation require **more than 10 hours** of one-on-one time to complete, additional time with the Mediator shall be billed at \$350 per hour and is due at the time of the additional session(s).

The Leave Strong Divorce flat fee does not include:

- ✓ Court filing fee or fees (the current fee is \$435.00 for the Petitioner and \$435 if the Respondent wants to respond);
- ✓ Notary fees to verify the signatures of the parties to the Agreement;
- ✓ Legal Fees for independent legal review of your Marital Settlement Agreement,
- ✓ Fees for: independent expert opinions, appraisals, business valuation and/or other expert's fees
- ✓ Joinder of a retirement plan (in the event one or more Pension/retirement plans must be joined in the legal proceedings an additional fee of \$200 per joinder will be billed by Leave Strong to the clients)
- ✓ Preparation of an Order to divide pension funds by QDRO (Qualified Domestic Relations Order) or other required Court Order.

12. Clients agree to share the fees and costs associated with the mediation process in the following manner (Please select one of the following methods):

Each party shall pay one half of the total mediation fees and costs

One party shall be responsible for payment of all mediation fees and costs and that party shall be: _____.

I have read entire Agreement to Mediate and understand the terms and conditions.

I voluntarily enter into this Agreement to Mediate:

Dated: _____

Signature: _____

Printed name: _____

Signature: _____

Printed Name: _____

Mediator: _____

Laura M. McGee, J.D. Divorce Mediator

