



LIFE IS SHORT.
DON'T SPEND IT IN COURT.™

MEDIATION OVERVIEW

Mediation vs. Court | When a dispute is brought to court, a judge decides the matter on behalf of the parties and issues a final judgment. Mediation, on the other hand, gives 100% of the decision-making power to the parties themselves. Unlike the formalities of court, mediation allows opposing parties the opportunity to sit down and try to reach a negotiated settlement to resolve their dispute. While judges will often order parties to attend mediation, the process itself remains completely voluntary and parties are free to: 1) reach an agreement on *all* of the issues between them; 2) reach an agreement on *some* of the issues between them; or 3) reach no agreement at all.

Mediator's Role | The Mediator's role is not to decide a dispute, but to act as an impartial third-party facilitator to assist the parties in negotiating a settlement. Although Ms. Mazzola is also a licensed attorney, she is prohibited from providing any legal, tax or personal advice pertaining to a mediated dispute as such action constitutes a violation under Florida law. Therefore, the parties are encouraged to seek independent legal and financial advice prior to signing a mediated agreement.

Typical Session | Once all necessary parties with decision-making authority are present, the mediator will begin the initial mediation session by saying a few words about the process. The mediator is legally and ethically bound to provide the parties with certain basic information about mediation, much of which is included in this overview. Afterward, each party will have a turn to briefly summarize his/her point of view regarding the dispute and the discussion will then proceed from there in the form of either a joint session or private sessions, as explained below.

Confidentiality | Pursuant to sections [44.401-406](#) of the Florida Statutes, communications made during mediation are kept confidential by all parties, *including the mediator*, except where disclosures are required or permitted by law. Parties are legally prohibited from discussing what is communicated in mediation with anyone who is not *also* a participant in the mediation. Furthermore, such information cannot be shared even with a judge, which means that in the event of a subsequent trial or other such court proceeding, a party cannot use another party's statements made during mediation as evidence against the disclosing party.

Private Sessions | Confidentiality also applies when the parties mediate in separate sessions with the mediator. While parties often choose to mediate in the same room, there are circumstances when separating the parties and mediating with them individually may be beneficial or even preferential, particularly if one or both parties are uncomfortable mediating in the same room. At the parties' or the mediator's election, the session may be conducted jointly or by meeting with the individual parties privately in separate rooms. Communications that are made during such private discussions shall be kept confidential from the opposing party unless the disclosing party expressly consents to sharing such information.

Participants | Mediation requires that all necessary parties with decision-making authority are present. Parties may choose, but are not required, to have their respective attorneys, accountants, and/or financial advisors present. Other third parties, however, are not permitted to attend mediation without the consent of all participants. Parties are therefore discouraged from attending mediation accompanied by any friends or relatives who are not a party to the dispute. Likewise, due to confidentiality concerns, parties are encouraged to make necessary arrangements for childcare prior to the mediation.

Agreements | If the parties reach a settlement, the mediator will write up the terms of the agreement for each party to review and sign. For disputes involving a court-filed case, the agreement will be filed with the respective court for a judge to review and sign, and the case will be dismissed. On the other hand, if the parties have been court-ordered to attend mediation and are unable to reach an agreement, the mediator will simply advise the court that “no agreement was reached” without further detail, and the case will then be decided by a judge or jury. Regardless of whether a court case has been filed, once a mediated agreement has been reached and signed by the parties, it becomes a binding contract that, if breached, is enforceable in a court of law. If a party has concerns or questions about how a mediation agreement will affect him/her, it is highly recommended that such concerns or questions be addressed with the assistance of independent counsel prior to signing.

Availability & Location | Mazzola Mediation strives to make all clients and participants as comfortable as possible and therefore provides participants with flexibility in determining both when and where to conduct mediation. While some parties will often agree to mediate at one of their attorney’s offices, others prefer to mediate at Mazzola Mediation’s office, which provides participants with amenities such as separate meeting rooms with private exits, light refreshments which are complimentary and a kitchenette equipped with a refrigerator, Keurig and microwave. Each party is free to request a break at any time, whether it be to use the restroom or take a short break. Please notify the office in advance regarding requests for special accommodations involving mobile accessibility, sight, hearing, translation, etc.

Mediating Remotely | With the safety and convenience of all participants in mind, Mazzola Mediation, PLLC also offers video and teleconferencing options for parties who prefer to mediate remotely. [ZOOM](https://zoom.us) is the preferred platform used by Mazzola Mediation, PLLC for all mediations via videoconference.

Prior to a mediating via *ZOOM*, each participant will receive a link via email with login information. Internet access as well as a mobile device or computer with a web camera and microphone is required. Participants can download the application and register for a free account at <http://www.zoom.us>. Participants are expected to have only a **basic** understanding of how to navigate this platform but are encouraged to log in early to ensure all necessary equipment is in working order. Inability to resolve technical issues by one or more parties may result in rescheduling mediation at the parties’ expense. Any fees paid may be credited toward a future session but will not be refunded.

In the interest of upholding strict confidentiality, the same requirements apply to remote and in-person mediations. **Any individual who is not a party to the matter being mediated is not permitted to be present or within earshot without the express consent of all parties.** Therefore, it is the responsibility of the participants to secure a quiet, private location for mediation and make any necessary arrangements in advance, including childcare. The mediator reserves

the right to terminate the mediation upon suspicion that a participant is acting in violation of these requirements.

Conduct | If the parties agree on nothing else in mediation, they must agree to remain courteous – both to one another and to the mediator. Whether mediating in-person or remotely, nothing gets accomplished if parties insist on interrupting or talking over one another. Rather than interject when the other side has the floor, parties are encouraged to take notes so that each can be sure to voice their concerns when it is their turn to respond. Mazzola Mediation, PLLC has a zero-tolerance policy regarding participant behavior involving acts or threats of violence or other such counterproductive behavior. The mediator reserves the right to immediately terminate the mediation if any such conduct arises and any advance fees paid by the violating party will not be refunded.

Safety | No weapons of any kind are permitted during mediation. Any concerns regarding security or personal safety during mediation must be reported to the Mediator prior to the scheduled session.

Mediation Fees | Scheduling mediation requires orchestrating the availability of the mediator, the participants, and the participants' attorneys, if applicable. This policy is not intended to penalize, but to encourage participants to commit good-faith efforts in terms of scheduling and keeping mediation appointments.

Unless otherwise provided by the mediator in writing, the following policies will apply regarding fees and cancellation:

- With limited exception, there is a **3-hour minimum** charge for Mazzola Mediation's services, which is representative of the *least* amount of time typically necessary for the parties to fully discuss their dispute and for the mediator to write the agreement if a settlement is reached.
- **The mediator's hourly fee is \$250.00, which shall be shared equally by the parties.** Should the mediation extend past the time allotted, any time thereafter will be billed in increments of 15 minutes, or \$62.50, due at the conclusion of the mediation session and likewise shared equally by the parties.
 - *Example: If mediation involves two parties, each party would be responsible for paying 50% of the hourly rate. So, Party A and Party B will each pay \$375.00 prior to the mediation (\$125.00/hour x 3 hours) and \$31.25 for every 15 minutes the session extends beyond the time scheduled.*
- **Scheduled mediations are subject to cancellation if payment in full is not received by all parties within five (5) business days prior to the date of mediation.**
- Please notify Mazzola Mediation, PLLC immediately in the event of a cancellation so that schedules may be adjusted accordingly. Notice of cancellation received within 48 hours of mediation will not be refunded but will be applied toward the next scheduled session.