

MEDIATION AGREEMENT

Parties

This MEDIATION AGREEMENT (hereafter known as "Agreement"), dated July 26, 2021, is made between **Matt E. Rikard**, a resident of 1148 Brown Street, Vian, Oklahoma 74962 ("Mediator"), and **Tim D. Cozad** and **Cara P. Cozad**, residents of 3330 Heather Sees Way, Vian, Oklahoma 74962 ("Party"). Both are collectively referred to as "Parties".

Recitals

WHEREAS the Mediator will facilitate and assist the Parties upon reaching a settlement and will not make decisions for the Party on the resolution of the matter;

NOW, THEREFORE, the Parties agree to enter into this Agreement to resolve the ongoing dispute between them.

Terms and Conditions

• PURPOSE OF MEDIATION.

This Agreement was entered into by the Parties for an amicable mediation process. The Parties have signified their understanding that mediation is a process with the primary goal of reaching a mutual agreement in a consensual, informed, and collaborative manner.

• DISPUTE.

The Parties acknowledge that they have issues to be resolved and that the resolution of such an issue is better resolved in the presence or with the aid of a mediator. Such a dispute arose from the accusations of verbal abuse of one Party to the other. The submission of this issue for resolution with the mediator is recognized to be the best and the most speedy solution to dispute settlement.

• APPOINTMENT AND ROLES OF MEDIATOR.

The Mediator is an independent and impartial third party and is hereby expected to act impartially and fairly in order to assist the Parties herein explore, discover, come up, and develop options for the purpose of achieving speedy and expeditious resolution of the Dispute.

- ☐ A letter from an officer employed by a local authority or housing association (or their equivalent in Scotland or Northern Ireland) for the purpose of supporting tenants containing- (i) a statement to the effect that, in their reasonable professional judgment, a person with whom a prospective party is or has been in a family relationship is, or is at risk of being, a victim of domestic violence by that prospective party; (ii) a description of the specific matters relied upon to support that judgment; and (iii) a description of the support they provided to the victim of domestic violence or the person at risk of domestic violence by that prospective party;
- ☐ A letter which- (i) is from an organisation providing domestic violence support services, or a registered charity, which letter confirms that it- (a) is situated in England and Wales, (b) has been operating for an uninterrupted period of six months or more; and (c) provided a prospective party with support in relation to that person's needs as a victim, or a person at risk, of domestic violence; and (ii) contains- (a) a statement to the effect that, in the reasonable professional judgment of the author of the letter, the prospective party is, or is at risk of being, a victim of domestic violence; (b) a description of the specific matters relied upon to support that judgment; (c) a description of the support provided to the prospective party; and (d) a statement of the reasons why the prospective party needed that support;
- ☐ A letter or report from an organisation providing domestic violence support services in the United Kingdom confirming- (i) that a person with whom a prospective party is or was in a family relationship was refused admission to a refuge; (ii) the date on which they were refused admission to the refuge; and (iii) they sought admission to the refuge because of allegations of domestic violence by the prospective party referred to in paragraph (i);
- ☐ A letter from a public authority confirming that a person with whom a prospective party is or was in a family relationship, was assessed as being, or at risk of being, a victim of domestic violence by that prospective party (or a copy of that assessment);
- ☐ A letter from the Secretary of State for the Home Department confirming that a prospective party has been granted leave to remain in the United Kingdom under paragraph 289B of the Rules made by the Home Secretary under section 3(2) of the Immigration Act 1971, which can be found at <https://www.gov.uk/guidance/immigration-rules/immigration-rules-index>;
- ☐ Evidence which demonstrates that a prospective party has been, or is at risk of being, the victim of domestic violence by another prospective party in the form of abuse which relates to financial matters.

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What Is Mediation Vs Adjudication? Kim M Ciesinski, Esq, PLLC Mediation costs vary substantially depending upon the arbitrator you choose. Court-appointed mediators in California may charge \$150 for up to 4 hours, with a maximum of \$300 no matter sessions. Personal mediators, however, can range from \$200 to \$1,000 per hour, making the procedure potentially expensive for intricate situations. While it provides certainty and closure, it also implies you're positioning huge count on the mediator's judgment.

- Our valued Senior Arbitrator and Parenting Coordinator/Decision-Maker, Scott Methling, is a skilled specialist with a fresh perspective on the mediation process.
- (Data courtesy of Lawyer Campbell D. Barrett and Steven Dembo's presentation to the Hartford County Bar Organization.) These turnaround rates are low.
- You may be staring at 2 selections that sound comparable yet result in really various outcomes.

Arbitration is typically the most private setup because it's discussion-based and geared toward settlement. Settlement is also normally exclusive as a process, yet families ought to understand the sensible nuance. If an award or concern later on requires court participation for confirmation or [Mediation Direct Family Mediation](#) enforcement, some part of the conflict might still converge with the general public court system.

Privacy Matters More Than Many People Believe

A moderator facilitates solutions for the whole family members, whether it's about changing a parenting plan or changing a youngster assistance contract is essential. Our methods and strategies can help obtain you and your youngsters through your separation and typical protection problems that arise. For instance property division, parenting time, overnights and individual choice concerns. We can help in reducing the moment from a stopped working arbitration to a resolution to get fast closure of the dispute.

Why is arbitration cheaper than mediation?

Because arbitration is established like a moderated negotiation, with both parties exchanging, the procedure has a tendency to be much less controversial. Mediation is normally faster than settlement, making it the less expensive of the two.

Procedure Of Mediation

Exists a power imbalance that makes arbitration unsafe or unfair? Lawyers make objections or reply to them, depending on the framework taken on for the proceeding. Arbitration begins with selecting an arbitrator and preparing the essential information required for significant discussion.

Clinical Informed Authorization: What People And Family Members Need To Recognize

With a lawful insurance coverage strategy, you might have access to lawful guidance from professionals who can assist you select between mediation and arbitration for your distinct scenario. Both mediation and adjudication offer personal privacy and can be less adversarial than court procedures. Selecting in between them depends upon the pair's capacity to negotiate and their requirement for a binding resolution. Understanding these distinctions aids pairs pick the right path for their divorce. Guardianship and visitation must be determined by the court based on the child's benefits. Arbitration is a lot more generally utilized for residential or commercial property or economic conflicts and needs court authorization when it touches on protection concerns. Various other topics such as youngster assistance, spousal assistance, or home division are managed separately or via

exclusive mediation if both moms and dads concur. If settlement is binding, the events entailed are legitimately bound by the mediator's decision. This implies that the adjudication choice is not binding if either event may demands a trial within a given period. Therefore, a disagreement resolution expert must not initially work as a conciliator and afterwards think the decision making role of a mediator. As a whole, arbitration ought to be wrapped up before moving on to arbitration.