

Attorney Assignment before the Mediation:

First and foremost, I am interested in making your representation of your client in the mediation as comfortable, efficient, and effective as possible. The following helps me provide you and your client the best mediation experience possible.

1. Please consider a brief pre-mediation conference with me by phone or in-person to discuss the mediation process.
2. Please discuss the process and prepare your clients. Explain how mediation is the opportunity to resolve their case in a confidential, safe, and cooperative environment with the help of a caring and experienced neutral.
3. Please conduct a 360-degree Case Assessment (i.e., view the case from their own perspective, and then from the other side's perspective, identifying strengths and weaknesses of each).
4. Please identify at least 2 possible solutions for each issue.
5. Please explain to your client what will happen if there is no settlement (time, cost, impact).
6. Please identify decision-making criteria (attorney vs. party criteria).
7. Please either have a settlement agreement drafted, or be prepared to confer with opposing counsel to confirm:
 - Who will draft the settlement agreement?
 - Were all the issues addressed in the settlement agreement?
 - What details (terms and conditions) must be included in the settlement agreement?
 - How will confidentiality of the settlement agreement be addressed?
 - What happens if there is a breach of the settlement terms?
 - Who needs to review, approve and sign the agreement?
 - When does ratification occur?
 - Who notifies the court and what information is provided?

I strongly recommend having a draft shell agreement ready for the parties to review, revise, finalize and circulate for signature in real-time at the conclusion of the mediation. This will also act as a checklist for major and minor deal points. My goal is to have the settling parties leave with a signed agreement. Finality and certainty allow the parties to move on.

Of course, my job is to make yours easier, so for cases in Nevada, I offer templates and rough draft agreements for you to review, revise and make your own.