

## FORMS

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\_\_\_\_\_ I agree to conduct court-referred mediations under the Court Referral Fee Schedule (see “*Reduced Fee Mediation Sliding Scale*”).

\_\_\_\_\_ I agree to have my information listed publicly in the Court’s roster of panel mediators.

\_\_\_\_\_ I agree to perform two (2) pro bono mediations annually for the Court.

\_\_\_\_\_ I agree to utilize the mediation procedures and mediation forms provided by the Court.

\_\_\_\_\_ I agree to any peer review and/or grievance procedures established by the Court.

\_\_\_\_\_ I agree to co-mediate with other mediators who are in training or need clinical education to maintain their mediator qualifications.

**Types of mediation cases and/or related services for which you are competent, qualified and willing:**

- \_\_\_\_\_ *cc* child custody/visitation – LSA-RS 9:334
- \_\_\_\_\_ *cs* child support (provide qualifications on separate sheet of paper)
- \_\_\_\_\_ *cp* community property issues (provide qualifications on separate sheet of paper)
- \_\_\_\_\_ *el* elder law (provide qualifications on separate sheet of paper)
- \_\_\_\_\_ *jm* juvenile mediation (provide qualifications under Art. 439 of Children’s Code on separate sheet of paper; if you are a current member of the LSBA Official Mediator Registry as a juvenile mediator, also check here: \_\_\_\_\_)
- \_\_\_\_\_ *ay* attorney to prepare post-mediation consent judgments
- \_\_\_\_\_ *ce* custody evaluator (provide qualifications on separate sheet of paper)
- \_\_\_\_\_ *pc* parenting coordinator (provide qualifications on separate sheet of paper)

**AFFIDAVIT**

State of Louisiana

Parish of \_\_\_\_\_

**BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, AFTER BEING DULY SWORN, did personally appear: \_\_\_\_\_, who did depose and state the information contained in this application is accurate.**

\_\_\_\_\_  
**Mediator Applicant**

**Print Name:** \_\_\_\_\_

**Sworn to and subscribed before me, Notary Public, after due reading of the whole.**

\_\_\_\_\_  
**NOTARY PUBLIC**

***REFERENCES:***

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
 FAMILY COURT PILOT MEDIATION PROGRAM  
 REDUCED-FEE MEDIATION SLIDING SCALE**

*The hourly fee is based on 60 minutes' time. The first hour of any session is due and payable in full even if the parties suspend or terminate the session prior to the full hour. If a session goes beyond the first hour, an additional 1/2 hour pro-rated fee is charged; if the session goes beyond 30 minutes into the additional session, the full additional hour is charged. Fees are due at the time mediation services are provided. INCOME DOCUMENTATION (most recent income tax return; most recent W-2 forms; most recent pay stubs) IS REQUIRED TO QUALIFY FOR REDUCED-FEE MEDIATION SERVICES; otherwise, no reduced-fee service is allowed.*

<b>COMBINED GROSS INCOME</b>	<b>1 child</b>	<b>2 children</b>	<b>3 children</b>	<b>4+ children</b>
<i>Below \$ 20,000</i>	<i>\$ 70.00</i>	<i>\$ 65.00</i>	<i>\$ 60.00</i>	<i>\$50.00 hourly rate</i>
<i>\$ 20,001 - \$ 25,000</i>	<i>\$ 85.00</i>	<i>\$ 80.00</i>	<i>\$ 75.00</i>	<i>\$ 65.00 hourly rate</i>
<i>\$ 25,001 - \$ 30,000</i>	<i>\$ 100.00</i>	<i>\$ 95.00</i>	<i>\$ 90.00</i>	<i>\$ 80.00 hourly rate</i>
<i>\$ 30,001 - \$ 35,000</i>	<i>\$ 115.00</i>	<i>\$ 110.00</i>	<i>\$ 105.00</i>	<i>\$ 95.00 hourly rate</i>
<i>\$ 35,001 - \$ 40,000</i>	<i>\$ 130.00</i>	<i>\$ 125.00</i>	<i>\$ 120.00</i>	<i>\$ 110.00 hourly rate</i>
<i>\$ 40,001 - \$ 45,000</i>	<i>\$ 145.00</i>	<i>\$ 140.00</i>	<i>\$ 135.00</i>	<i>\$ 125.00 hourly rate</i>
<i>\$ 45,001 - \$ 50,000</i>	<i>\$ 160.00</i>	<i>\$ 155.00</i>	<i>\$ 150.00</i>	<i>\$ 140.00 hourly rate</i>
<i>\$ 50,001 - \$ 60,000</i>	<i>\$ 175.00</i>	<i>\$ 170.00</i>	<i>\$ 165.00</i>	<i>\$ 155.00 hourly rate</i>
<i>\$ 60,001 - \$ 70,000</i>	<i>\$ 190.00</i>	<i>\$ 185.00</i>	<i>\$ 180.00</i>	<i>\$ 170.00 hourly rate</i>
<i>\$ 70,001 - \$ 80,000</i>	<i>\$ 205.00</i>	<i>\$ 200.00</i>	<i>\$ 195.00</i>	<i>\$ 185.00 hourly rate</i>
<i>\$ 80,001 - \$ 90,000</i>	<i>\$ 220.00</i>	<i>\$ 215.00</i>	<i>\$ 210.00</i>	<i>\$ 200.00 hourly rate</i>
<i>\$ 90,001 - \$ 100,000</i>	<i>\$ 235.00</i>	<i>\$ 230.00</i>	<i>\$ 225.00</i>	<i>\$ 215.00 hourly rate</i>
<i>\$ 100,001 - \$ 150,000</i>	<i>\$ 260.00</i>	<i>\$ 255.00</i>	<i>\$ 250.00</i>	<i>\$ 240.00 hourly rate</i>
<i>\$ 150,001 - \$ 200,000</i>	<i>\$ 285.00</i>	<i>\$ 280.00</i>	<i>\$ 275.00</i>	<i>\$ 265.00 hourly rate</i>
<i>\$ 200,001 +</i>	<i>\$ 300.00</i>	<i>\$ 295.00</i>	<i>\$ 290.00</i>	<i>\$ 280.00 hourly rate</i>

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
 FAMILY COURT PILOT MEDIATION PROGRAM  
 QUALIFICATIONS FOR PANEL MEDIATORS**

For mediators to be considered for placement on the Panel Roster for court-referred child custody/visitation cases from Civil District Court, Parish of Orleans, under LSA-RS 9:332, the following qualifications must be certified to the Court:

- The mediator has a minimum of three (3) years' experience in family law, family counseling, custody evaluation, and/or family mediation in the state of Louisiana.
- The mediator is currently qualified for court-referred mediation cases under LSA-RS 9:332, et seq. [Any mediator listed in the current official Louisiana Mediator Registry (Custody/Visitation Mediators Section) maintained by the ADR Section of the Louisiana State Bar Association and has three (3) years' experience in #1 above is presumed qualified.]
- The mediator agrees to conduct mediations in an office/conference facility in Orleans Parish.
- The mediator agrees to conduct mediations under the Court's reduced-fee mediation sliding scale.
- The mediator agrees to be listed on the Panel Roster with qualification details, office location, office hours, forms of payment accepted, and other information deemed relevant by the Court.
- The mediator agrees to perform two (2) pro bono mediations annually for the Court.
- The mediator agrees to utilize the mediation forms and procedures provided by the Court.
- The mediator agrees to any peer review or grievance procedures established by the Court.
- The mediator agrees to co-mediate with other mediators who are in training or need clinical education to maintain their mediator qualifications

FORM 3: ORDER OF MEDIATION  
CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

No. DIVISION “ ” DRS “ ”

\_\_\_\_\_  
VERSUS  
\_\_\_\_\_

FILED: \_\_\_\_\_

\_\_\_\_\_  
DEPUTY CLERK

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ORDER OF MEDIATION

IT IS HEREBY ORDERED that prior to the hearing in this matter, the parties shall attend mediation and shall make a good faith effort to amicably resolve the issues of custody and visitation. The parties shall attend a minimum of three(3) mediation sessions, unless all matters are amicably resolved in less than three (3) sessions.

IT IS FURTHER ORDERED that \_\_\_\_\_ is hereby appointed to serve as mediator in this matter. Each party shall contact the mediator at Tel: \_\_\_\_\_ within three days of receiving this Order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following parties will participate in the mediation process

Petitioner:

Defendant:

ADDRESS:

ADDRESS:

TELEPHONE:(h) (w)

TELEPHONE:(h) (w)

Attorney:

Attorney:

Address:

Address:

Telephone:

Telephone:

IT IS FURTHER ORDERED that each party shall cooperate in promptly scheduling and attending all mediation appointments. The failure of a party to promptly schedule and/or attend mediation appointments may subject that party to contempt proceedings.

IT IS FURTHER ORDERED that the costs of the mediation shall be shared equally

unless parties agree on how to share the expenses. Each party reserves their right to ask the court to tax those costs as costs of the court. Each party shall bring their most recent tax return, W2 form, and current pay stub to the mediation to qualify for reduced fee mediation services; otherwise no reduced fee service is allowed.

IT IS FURTHER ORDERED that each party shall provide the mediator with any information and documentation requested by the mediator, unless the information or documentation is subject to attorney-client privilege.

IT IS FURTHER ORDERED that the mediator shall not be a witness, and the mediator's records shall not be subpoenaed or used as evidence.

IT IS FURTHER ORDERED that no subpoenas, citations, writs, or other process shall be served at or near the location of any mediation session, upon any person entering, leaving or attending any mediation session.

IT IS FURTHER ORDERED that the mediator shall file an Initial Report of Mediator to the Court and a Final Report of Mediator to the Court. Said Reports shall merely disclose whether and when parties appeared for the initial mediation session and whether the mediation terminated by a resolution of some of all of the issues, or impasse, or a determination by the mediator that the case is not appropriate for mediation.

IT IS FURTHER ORDERED that the mediator shall prepare a Memorandum of Understandings as to all matters resolved in mediation, pursuant to La. R.S. 9:332(B).

New Orleans, Louisiana this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
JUDGE

Please serve the parties with petition or motion filed.

Please email or fax to the mediator, \_\_\_\_\_ at \_(\_\_\_\_)\_\_\_\_\_  
at \_\_\_\_\_@\_\_\_\_\_.

PLEASE FAX OR EMAIL A COPY TO MARK MYERS  
504-613-0503 OR [myers24ma@aol.com](mailto:myers24ma@aol.com)

FORM 4: INFORMATION SHEET AND INSTRUCTIONS TO PARTIES FOR CDC  
MEDIATION

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
INFORMATION & INSTRUCTIONS TO PARTIES  
IN FAMILY COURT PILOT MEDIATION PROGRAM

The Family Court Judge has ORDERED your case to family mediation, a cooperative process in which a neutral third party, the Mediator, meets with divorcing parents and assists them in identifying the facts and issues of their parenting disagreements. The mediator helps the parents identify options and alternatives to resolve their disagreements. This process focuses on the practical issues of child custody, visitation and other issues raised by the parties. The Mediator guides the parents to look to the future, not the past. Mediation encourages the parties to become involved and to cooperate and to make their own decisions on how they will continue to parent their children. Louisiana law provides for privileged or confidential communication in court referred mediation. The parties will contract with each other and with the mediator to keep the mediation discussions confidential. Unlike the Judge, who has the authority to render a binding decision in your case, the Mediator has no such power and does not render a decision. The Mediator will not be allowed to testify in court as a witness. Instead, the Mediator assists you in working out an agreement that best fits your needs. The Mediation process is informal and the parties, not the Mediator, maintain control over the outcome.

The length and costs of your Mediation depends on how long it will take the parties to reach what they believe to be their fairest and most constructive agreement possible. A comprehensive custody and visitation Mediation generally requires between 3 – 5 meetings, but the actual length of your Mediation will depend on the willingness of the parties to cooperate, consider options, and explore agreements. Court-Ordered Mediations under this program are handled on a reduced-fee sliding scale (see attached) and participants must bring copies of their most recent tax returns or most recent W-2 forms, and their most recent pay stubs to verify income for purposes of determining the Mediation fee. The Mediation fee is due at the beginning of each session. Generally, the participants share the costs of the Mediation, with each party having financial responsibility to promote a balanced commitment to steady progress in the Mediation process.

The value of Mediation is that, in addition to the financial and emotional savings, participants are able to fashion their own agreements which are sensitive and responsive to their desired outcomes. A successful Mediation will produce a plan of custody and visitation that you have created in terms that you can understand and support, creating a cooperative atmosphere for performance of the terms of the agreement in the future. Over 80% of Mediation cases reach a successful agreement. The mediator may indicate to you his/her concurrence or nonconcurrence with the settlement decisions you have made. Only in those rare cases where the mediator cannot concur with your intended settlement decisions will there be a statement of nonconcurrence. In the event that no agreement is reached in Mediation, the parties simply return to Court as though the Mediation process had not occurred. However, all discussion and materials in the Mediation are confidential and not admissible later in Court.

The Panel of Approved Family Court Mediators are professionals such as attorneys, psychiatrists, psychologists, social workers, marriage and family counselors, professional counselors, or clergy who have completed specialized training and have experience in the Mediation of child custody and visitation disputes as required by state law.

Now that you have your MEDIATION ORDER, you must do the following:

1. Immediately contact your assigned Mediator (within 3 days of the Order) at the telephone number provided to you in the Order;
2. Cooperate with the Mediator and your co-parent to schedule your Mediation sessions;
3. Bring your latest tax return, W-2 form(s) and your most recent pay stub to the first session;
4. Provide all information and documents requested by your Mediator.
5. Bring your memorandum of agreement to court on your assigned court date if you reach an agreement in mediation.



FORM 5: AGREEMENT TO MEDIATE  
AGREEMENT TO MEDIATE

The undersigned parties, having agreed and/or been court-ordered to participate in a mediation to be conducted by \_\_\_\_\_ (“mediator”), for the purpose of compromising, settling and/or resolving disputed claims, hereby agree as follows:

6. **Mediation Proceedings:** Mediation is a voluntary process in which the parties and/or their counsel agree to meet with a neutral mediator to assist them in settling their dispute. The mediator will assist in the process of communication, articulation, and understanding between the parties who, at all times, remain in control of the mediation process and any agreements reached. The parties fully understand and acknowledge that the mediator is a neutral facilitator of the mediation process.
7. **Authority of the Mediator:** During the course of the mediation, the mediator is authorized to conduct joint and separate meetings with the parties and/or counsel and, at his discretion, to discontinue the mediation. The parties understand and specifically acknowledge that the mediator is not acting as an attorney or advocate for any party and that any recommendations and/or statements of the mediator do not constitute legal advice. The parties further acknowledge that they have been advised by the mediator to seek and rely on the advice of their own counsel in connection with any settlement proposal or agreement in this matter. The parties agree that the mediator is authorized to report to the court concerning the process of the mediation.
8. **Confidential and Privileged Nature of Mediation Proceedings:** All communications, written or oral, made in connection with the mediation are confidential and shall not be disclosed to anyone without specific authority of the parties involved. All documents submitted for the mediation will either be returned to the submitting party or destroyed by the mediator at the conclusion of the mediation. Neither the confidential mediation conference statements nor communications of any kind made in the course of the mediation may be used by any party with regard to any aspect of subsequent/concurrent litigation or trial concerning the issues involved in the mediation. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its disclosure or use during the mediation proceedings. Evidence that the parties have entered into a written mediated settlement agreement may be disclosed and is admissible to the extent necessary to enforce the settlement.
9. **Exclusion of Mediator Testimony and Limitation of Liability:** The mediator shall not be subpoenaed or otherwise compelled by any party, or any person acting on behalf of any party, to testify in any civil proceeding and shall not be required to provide a declaration or finding as to any fact relating to the mediation proceeding or the dispute which is the subject of said mediation proceedings. The party on whose behalf any such effort is made to compel testimony agrees to pay all legal costs incurred by the mediator in protecting and enforcing this exclusion provision. The mediator shall not be liable to any party for any act or omission in connection with the mediation proceedings conducted pursuant to this Agreement.
10. **Mediator’s Services and Compensation:** The mediator’s services shall include attendance at mediation conferences and, if required, preparation of any agreements and/or memoranda of understanding, between the parties. The mediator shall be compensated at the rate of \$\_\_\_\_\_ per hour, charged in 1/4 hour increments. The parties shall share the mediator’s fees equally unless otherwise indicated here:  

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Compensation is due at the time services are provided.
11. **Filing of Pleadings during Mediation:** During the course of the mediation process, the parties agree not to institute any court action or litigation, discovery or other legal processes pertaining to custody or visitation issues without first discussing such intentions in mediation.

12. **Warranties of Mediator:** The parties agree that the Mediator does not make any representation, warranties, promises or other undertaking except those contained in this agreement, including but not limited to , any warranty or promise that the parties will resolve their dispute or successfully mediate any or all of the issues that were the subject of the mediation. The Mediator does not have any authority to make any binding decisions or recommendations or to complete the making of an agreement or enforce any agreement. Accordingly, the parties release the Mediator from any and all claims arising out of any agreement made by them as a result of the mediation process pursuant to this agreement and agree to indemnify and hold harmless the mediator from any loss or damage, including court costs and attorney's fees, resulting from any such claim.
  
13. **Termination of Mediation:** The mediation will terminate either by resolution of the issues, completion of the court mandated minimum number of sessions or a decision by the mediator that the mediation would lead to an unjust or unreasonable result or that further mediation would not be appropriate.
  
14. **Counter party Execution; Binding on Representatives:** This Agreement may be executed in any number of counterparts which when taken together shall constitute one fully-executed Agreement. This Agreement when so executed shall inure to the benefit of and be binding on the undersigned parties as well as their respective representatives or other persons they have caused to be present during these mediation proceedings (\*except the liability for payment of services shall be limited to the parties themselves).

**PARTIES:**

By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

**COUNSEL/REPRESENTATIVE(S)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

FORM 6: INITIAL REPORT OF MEDIATOR TO COURT  
CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

No. **DIVISION “”** **DRS “”**

\_\_\_\_\_  
VERSUS  
\_\_\_\_\_

**FILED:** \_\_\_\_\_  
DEPUTY CLERK

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INITIAL REPORT OF MEDIATOR TO THE COURT  
TO: THE HONORABLE \_\_\_\_\_  
\_\_\_\_\_ Room \_\_\_\_  
\_\_\_\_\_, LA 70\_\_\_\_

NOW INTO COURT, comes the Court-Appointed Mediator, \_\_\_\_\_,  
who, accepting this Honorable Court’s appointment as mediator in the captioned matter, confirms  
and accepts that the parties and this Honorable Court must have complete confidence in his/her  
impartiality. Therefore, the undersigned mediator discloses herein any past or present  
relationship(s) with the parties or their counsel, direct or indirect, whether financial, professional,  
social, or of any other kind. If any relationship arises during the course of the mediation process,  
the undersigned mediator will also disclose that. In the event of any doubt regarding whether the  
mediator should disclose, disclosure will be made.

\_\_\_\_\_ I have nothing to disclose.  
\_\_\_\_\_ I hereby disclose the following:

\_\_\_\_\_  
MEDIATION CONFERENCE(S) SCHEDULED: The above-captioned Court-Ordered  
Mediation conferences have been scheduled for \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Mediator  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Telephone Date of Report

**CERTIFICATE OF SERVICE**

I certify that I have served a copy of this Mediator’s Initial Report on the following  
parties by email , fax and/or United States Mail, properly addressed and postage prepaid, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2013.

Plaintiff/Mover Defendant/ Respondent  
\_\_\_\_\_  
Address: Address:  
\_\_\_\_\_  
Plaintiff’s Attorney Defendant’s Attorney

\_\_\_\_\_  
Court-Appointed Mediator  
PLEASE FAX OR EMAIL A COPY TO MARK MYERS  
504-613-0503 OR myers24ma@aol.com

FORM 7: FINAL REPORT OF MEDIATOR TO COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

No.

DIVISION “ ”

DRS “ ”

\_\_\_\_\_  
VERSUS  
\_\_\_\_\_

**FILED:** \_\_\_\_\_

\_\_\_\_\_  
DEPUTY CLERK

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FINAL REPORT OF MEDIATOR TO THE COURT

TO: THE HONORABLE \_\_\_\_\_  
\_\_\_\_\_ Room \_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, LA 70\_\_\_\_

The above-captioned domestic relations case has been referred by the Court for mediation on the issues of custody and visitation. The mediation process has been completed as follows:

- Mediation was successful: Copies of agreement covering both custody and visitation provided to both parties.
- Mediation was partially successful: Copies of agreement covering  custody  visitation provided to both parties.
- Temporary agreement reached.
- No agreement reached.
- Party has failed to appear at the required number of conferences: Party who failed to appear:  
 Father  Mother  Both
- The case was not appropriate for mediation.

Respectfully submitted:

\_\_\_\_\_  
Mediator

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date of Report

CERTIFICATE OF SERVICE

I certify that I have served a copy of this Mediator’s Initial Report on the following parties by email , fax and/or United States Mail, properly addressed and postage prepaid, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Plaintiff/Mover

\_\_\_\_\_  
Defendant/ Respondent

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Plaintiff’s Attorney

\_\_\_\_\_  
Defendant’s Attorney

\_\_\_\_\_  
Court-Appointed Mediator

PLEASE FAX OR EMAIL A COPY TO MARK MYERS  
504-613-0503 OR myers24ma@aol.com

FORM 8: MEMORANDUM OF AGREEMENT  
CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

No. **DIVISION “ ”** **DRS “ ”**

\_\_\_\_\_  
VERSUS  
\_\_\_\_\_

**FILED:** \_\_\_\_\_

\_\_\_\_\_  
DEPUTY CLERK

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**MEMORANDUM OF AGREEMENT REACHED IN MEDIATION**

This matter came before the court on the \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_.

The Court appointed \_\_\_\_\_ as mediator and the following agreements  
were reached by the parties in mediation on \_\_\_\_\_ and \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The mediator does not represent either of the parties and is not allowed to give legal advice. This agreement is not binding until submitted to the court or the counsel of the parties to confirm in court that this is the agreement of the parties as to issues before the court.

\_\_\_\_\_  
Plaintiff/Mover  
Address:

\_\_\_\_\_  
Defendant/ Respondent  
Address:

\_\_\_\_\_  
Plaintiff's Attorney

\_\_\_\_\_  
Defendant's Attorney

\_\_\_\_\_  
Plaintiff's Attorney Bar Code

\_\_\_\_\_  
Defendant's Attorney Bar Code



**FORM 9: NOTARIZED CONSENT JUDGMENT  
CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS**

STATE OF LOUISIANA

No.

DIVISION “ ”

DRS “ ”

\_\_\_\_\_  
VERSUS  
\_\_\_\_\_

**FILED:** \_\_\_\_\_

\_\_\_\_\_  
DEPUTY CLERK

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CONSENT JUDGMENT

This matter was set for hearing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the following Consent Judgment is submitted by all parties hereto.

When, after considering the pleadings, memorandum of agreement reached in mediation, and law and the court being satisfied that the stipulations are fair and equitable and are to be made the Judgment of this Court, and the Court being satisfied that all requisite jurisdictional and procedural requirements are met, wherefore,

IT IS ORDERED that the attached memorandum of agreement reached in mediation is hereby accepted by the Court and made a judgment of this court.

SWORN TO AND SUBSCRIBED, before me, the undersigned notary public in the presence of the in the presence of the undersigned competent witnesses who sign with appearers and me, Notary, after due reading of the whole at \_\_\_\_\_, Louisiana on this \_\_\_\_ day of \_\_\_\_\_, 2013.

WITNESSES:

\_\_\_\_\_  
Name: Plaintiff

\_\_\_\_\_  
Name:

\_\_\_\_\_  
NOTARY PUBLIC

SWORN TO AND SUBSCRIBED, before me, the undersigned notary public in the presence of the in the presence of the undersigned competent witnesses who sign with appearers and me, Notary, after due reading of the whole at \_\_\_\_\_, Louisiana on this \_\_\_\_ day of \_\_\_\_\_, 2007.

WITNESSES:

\_\_\_\_\_  
Name: Defendant

\_\_\_\_\_  
Name:

\_\_\_\_\_  
NOTARY PUBLIC

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JUDGMENT, READ, RENDERED, AND SIGNED in New Orleans, Louisiana on  
this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
JUDGE

\_\_\_\_\_  
Plaintiff/Mover  
Address:

\_\_\_\_\_  
Defendant/ Respondent  
Address:

\_\_\_\_\_  
Plaintiff's Attorney

\_\_\_\_\_  
Defendant's Attorney

\_\_\_\_\_  
Plaintiff's Attorney Bar Code

\_\_\_\_\_  
Defendant's Attorney Bar Code

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FORM 10: CLIENT EVALUATION  
 CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
 STATE OF LOUISIANA  
 DIVISION “ ”

No.

DRS “ ”

\_\_\_\_\_  
 VERSUS  
 \_\_\_\_\_

**FILED:** \_\_\_\_\_

\_\_\_\_\_  
 DEPUTY CLERK

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PLEASE FILL OUT THIS EVALUATION AND PLEASE FAX OR EMAIL A COPY TO  
 MARK MYERS AT 504-613-0503 OR myers24ma@aol.com

**Client Evaluation of  
 Mediation**

- Please take a moment to complete the following survey.
- This information will be used to let the mediator know about your experience with mediation.
- With your help, we can ensure that the quality of mediation services continues to improve  
 Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

How would you rate your experience in mediation?

	Excellent	Good	Fair	Poor	Does Not Apply
The mediation process was clearly explained	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
You were able to convey your concerns and ideas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
It moved quickly, but you did not feel rushed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
You were able to talk about issues important to you	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Everyone was treated with respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The process helped to make the issues clear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Everyone seemed to have an equal chance to speak	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The parties worked together to solve problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The parties worked together to make agreements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Please use the back of the page to share any comments you may have about the mediation process or the mediator.
- What did you like best? Least?