



What Divorce and Family Mediators Want Attorneys to Know

Zena D. Zumeta, Esq.




1. We are all a team

- Our team task is to help the parties to settle.
- The more we can share with each other in the service of settlement, the more likely settlement is to happen.
- The parties will rarely feel good about divorce outcomes
- However, the fairer the process the better the parties feel about the outcome.
- If we can create a settlement that both clients can live with we all win.



2. Be Prepared

- As in trial, preparation is key.
- Both you as the attorney, and your client, should feel that you know your case and your chances in court.
- Only then will your client feel that settlement in general, and any particular settlement, make sense.
- Having a prepared strategy but being flexible about it is ideal.



3. Information is key

- Have all the information on your case available in the mediation, including assets, debts, income, and parent's and children's schedules.
- The other side needs to understand your information also, or they may mistake a strength for a weakness.
- Let the other side know your client's needs and concerns. How else can their needs be met?



4. Bring your Patience

- Help your client be patient also.
- It may take more than 1/2 day to settle.
- It may take more than one meeting to settle.
- We attorneys worry that feelings may harden. But they also may soften -- information and just the passage of time often give incentives to settle.



5. Be willing to compromise

- Mediation can only be successful if both sides are willing to compromise.
- Lawyers are doing no favors to clients by not having them understand that risks are inherent in all cases, including theirs.
- Reasonable compromises lead to reasonable settlements.
- An unwillingness to compromise can only lead to a failed mediation.



6. Help the Client be Part of the Team

- Make sure they understand the risks and opportunities of court and settlement.
- Make sure they understand the facts of the case, both their side and the other side
- Include them in the conversation in joint sessions
- Ask the clients for ideas for settlement



7. Use the Mediator Well

- Don't ask the mediator to evaluate
- Ask the mediator to help you evaluate
- Ask the mediator for helping your client
 - Understand the other side
 - Getting your client un-stuck
 - Backing you up with your client



8. Consider Early Mediation

- Don't wait until the parties and attorneys have angered each other so much with legal maneuvers they can't negotiate.
- Parties may be more willing to negotiate earlier in the divorce than later
- Positions may be softer earlier than later
- The parties may be able to offer more earlier than later.
- Or, it may be that late is the only time the parties will consider settling. But you won't know unless you try it early.



9. Use pre-mediation conferences

- Research is showing that the more time the mediator spends preparing with the parties and attorneys, the more likely the case will settle.
- A. Conference call with attorneys and mediator
- B. Separate calls with each attorney and the mediator
- C. Pre-mediation conferences with each party and the mediator (and attorney)
- D. DO NOT BEGIN THE NEGOTIATIONS IN THESE MEETINGS!



10. Increase the benefit of the joint session

- The joint session is often the most efficient use of time
- Set the right tone in the joint session. Don't be argumentative.
- Use the joint session to discuss
 - Information
 - Concerns
 - Options
 - Factual differences



11. Use the opening statement to help settlement possibilities

- The tone of your opening statement can make a difference. Avoid offensive statements; use language to engage the other side.
- Speak to the other side, not the mediator; and to the client, not just the lawyer.
- Express your side's interest in settling.
- Bring in facts, not arguments.



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- If we can create a settlement that both clients can live with we all win.



Thank You!

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 Special thanks to Nina Meierding and Michael Carbone for their ideas!



FORM DR-1: PART A

CURRENT MONTHLY INCOME, DEDUCTIONS AND BENEFITS

NAME: _____

CASE NUMBER: _____

	YOURSELF	SPOUSE (DIVORCE ONLY)
Name of current employer:		
Name of prior employer (if unemployed or laid off):		
Gross monthly income (attach pay stub) If income varies because of bonuses, commissions, overtime, you may use average for last three years (where applicable attach appropriate information)	\$	\$
Net monthly profit from self-employment (attach Form 1040 Schedule C)		
Monthly Pension Payment:		
Monthly Social Security or SSI or SSD Check:		
Net Rental Income:		
Income from part-time work / Other Income:		
Child Support, SSI, SSD payments for kids:		
Other Income; IRA, 401(k), interest, etc.:		
Workers' Compensation/Unemployment Benefits:		
TOTAL GROSS MONTHLY INCOME / BENEFITS:	\$	\$
Deductions from Gross Income / Benefits		
Federal, state and local withholding taxes:	\$	\$
Social Security, Medicaid:		
Medical/Dental Insurance Premiums:		
Retirement/Pension, 401(k), PERS, STRS, etc.:		
Self Employed Estimated Taxes, IRA, etc.:		
Payments to Credit Union, Employee Benefit Plans, Savings Plans, Banks, etc.:		
Child / Spousal Support:		
All Other Deductions (Identify):		
TOTAL MONTHLY DEDUCTIONS:	\$	\$
MONTHLY NET INCOME / BENEFITS:	\$	\$

FORM DR-1: PART B

CURRENT MONTHLY HOUSEHOLD, FAMILY AND PERSONAL EXPENSES

NAME: _____

CASE NUMBER: _____

<p>1. First mortgage monthly payment _____</p> <p>2. Second mortgage/equity loan _____</p> <p>3. Rent/Lot Rent _____</p> <p>4. Electric Bill (Budget Amount) _____</p> <p>5. Gas Bill (Budget Amount) _____ <i>If not on budget, 12 month avg.</i></p> <p>6. Cable/Satellite Bill _____</p> <p>7. Phone Bill (if varies, give avg.) _____</p> <p>8. Cell Phone (if varies, give avg.) _____</p> <p>9. Internet Service _____</p> <p>10. Water Bill/Softener Supplies _____</p> <p>11. Garbage/Lawn Service _____</p> <p>12. Grocery/Home Supplies/Food/ Carryout/Kitchen Supplies, etc. _____</p> <p>13. Home Maintenance Average _____</p> <p>14. Clothing: Yourself and Kids _____ Total per year divided by 12</p> <p>15. Medical/Dental/Counseling/ Doctor/Health Expenses not Covered by insurance _____</p> <p>16. Monthly Health Insurance _____ Premiums (list here unless deducted from a paycheck) I have no family health insurance _____</p> <p>17. Vehicle Payments (auto, truck, camper, 4-wheeler, etc.)(List here unless taken out of paycheck) Year / Make / Model _____ Payment _____</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>18. Motor Vehicle Insurance _____ Monthly Payment _____ Quarterly Payment _____ 6 Month Payment _____</p> <p>19. Vehicle Gas / Repair Expenses _____</p> <p>20. Life Insurance Premiums not deducted from a paycheck _____</p>	<p>21. Credit card minimum monthly payment and balance no matter whose name the card is in: Card Name / Balance _____ Payment _____</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>6. _____</p> <p>22. Other Loan Payments (Furniture, personal, unsecured, Carpet, student loans, others) Creditor _____ Payment _____</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>23. Day Care (work related) _____ (other) _____</p> <p>24. Grade School Tuition, Expenses, and Fees _____</p> <p>25. School Lunches _____</p> <p>26. Children's Lessons, Sports, Art, Ballet, Hobby, Activity Expenses _____</p> <p>27. Child or Spousal Support paid to others _____</p> <p>28. Entertainment / Social Events _____</p> <p>29. Laundry / Dry Cleaning _____</p> <p>30. Real Estate Taxes and Insurance if not part of mortgage payment _____</p> <p>31. Other Expenses & Add'l. Answers Description _____ Payment _____</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>Total Monthly Expenses (1-31): _____ \$</p>
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FORM DR-1: PART C

STATEMENT OF REAL, PERSONAL AND INTANGIBLE PROPERTY

NAME: _____ CASE NUMBER: _____

1. Interests in real estate, including residence, lots, property in other states, land contracts, partial interests, time shares, cemetery lots, etc. in either spouses name or jointly owned.

PROPERTY ADDRESS	FAIR MARKET VALUE	BALANCE OF MORTGAGE(S)/LIENS	NET EQUITY
a. _____			
b. _____			
c. _____			

2. Cars, trucks, mobile homes, motor homes, motorcycles, lawn tractors, campers, trailers, 4-wheelers, snowmobiles, watercraft, in either spouses name or jointly owned.

YEAR/MAKE/MODEL	FAIR MARKET VALUE/ TRADE IN VALUE	LOAN BALANCE	NET EQUITY
a. (H) _____			
b. (W) _____			
c. _____			

3. Checking, savings, money market, accounts, POD/survivor, certificates of deposit and other accounts in either name or both, together and/or with another person.

NAME OF BANK/ FINANCIAL INSTITUTION	DESCRIPTION (CHECKING, SAVING, ETC.)	CURRENT BALANCE
a. _____		
b. _____		
c. _____		
d. _____		

4. Pension, retirement plans, 401(k), IRA, other tax deferred plans, profit sharing, etc.

NAME OF PLAN/ACCOUNT	IN WHOSE NAME?	TYPE OF PLAN	PRESENT VALUE
a. _____			
b. _____			
c. _____			

5. Mutual funds, stocks, saving bonds, other securities, partnership and/or LLC interests.

NAME OF COMPANY	WHOSE NAME?	# OF SHARES	PRESENT VALUE
a. _____			
b. _____			
c. _____			

6. Life Insurance Policies

INSURANCE COMPANY	OWNER COVERED	TERM/WHOLE LIFE	CASH SURRENDER VALUE
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- a. _____
 b. _____

7. Value of business interests, including sole proprietor business, partnership, interest in corporations, limited liability companies, joint ventures, rentals, franchises, etc.

BUSINESS NAME	OWNER SPOUSE	NATURE OF BUSINESS	OWNERS EQUITY
---------------	--------------	--------------------	---------------

- a. _____
 b. _____

8. Tax refunds, accounts receivable, personal injury claims, cash, entitlements.

DESCRIPTION	OWED TO WHICH SPOUSE	TAX YEAR/CLAIMANT/WHEN EXPECTED	AMOUNT
-------------	----------------------	---------------------------------	--------

- a. _____
 b. _____

9. Property of special value – guns, jewelry, antiques, collections, art, copyrights, patents, etc.

DESCRIPTION	OWNER SPOUSE	VALUE
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- a. _____
 b. _____

10. Household goods, tools, furniture, appliances, equipment, furnishings, personal stuff.

If at issue, attach an itemized list with values showing items you want and items your spouse can keep. Otherwise, provide a general estimate of personal property hereunder.

TOTAL ESTIMATED VALUE: \$ _____

IF SEPARATED, VALUE OF PROPERTY IN YOUR POSSESSION: \$. _____

NOTE: ITEMIZED DISPUTES OVER DISTRIBUTION OF PERSONAL PROPERTY ARE DISCOURAGED.

11. All other property and extra space for additional responses to questions above.

12. Separate property. Property owned before the marriage or inherited during the marriage and not transformed into marital property by gift or commingling, gifts solely to one spouse, pre-marriage down payments, etc. Consult your attorney.

DESCRIPTION	WHEN ACQUIRED	DETAILS OF TRANSFER	AMOUNT/CURRENT VALUE
-------------	---------------	---------------------	----------------------

- a. _____
 b. _____

IN THE COURT OF COMMON PLEAS, MONTGOMERY COUNTY, OHIO
DOMESTIC RELATIONS DIVISION

«PRIMPTY1nm» and «SECPTY1nm»
CASE NO: «case»
MEDIATION
MEMORANDUM OF UNDERSTANDING

This matter was set for mediation on **Error! Bookmark not defined.** The parties have reached the following agreement and they have indicated that this settlement is fair and reasonable. They have agreed to submit this memorandum of understanding to their attorneys for review. They understand that this agreement is not binding until it is adopted by the Court in an Order or an Entry.

Wife DOB: «W1dob»

Husband DOB: «H1dob»

Child Name: «child_name1»

DOB: «child_dob1»

Child Name: «child_name2»

DOB: «child_dob2»

Child Name: «child_name3»

DOB: «child_dob3»

Child Name: «child_name4»

DOB: «child_dob4»

Child Name: «child_name5»

DOB: «child_dob5»

I. LENGTH OF MARRIAGE

- a. Date of Marriage: @
- b. Agreed upon termination date of Marriage: @
 - This period of time may be used for determining marital and separate assets, valuing marital assets, dividing marital debt and determining spousal support.
 - It is assumed that the termination of marriage date is the final hearing date but it can be an earlier date.

II. SPOUSAL SUPPORT

Not an issue

There shall be no payment of spousal support and the court shall not retain jurisdiction over the issue.

- There shall be no payment of spousal support and the court shall retain jurisdiction over the issue spousal support.
- @ shall pay spousal support to @ in the amount of \$@ per month for @ month(s).
 - Spousal support shall terminate upon death of either party or remarriage of obligee.
 - Spousal support is taxable to the obligee and deductible to obligor.
 - Spousal support is modifiable upon cohabitation by obligee with significant other who is contributing to household.
- Spousal support shall be subject to the court's continuing jurisdiction as to:
 - Amount Duration Both
- Spousal support is not subject to continuing jurisdiction of the court.
- Spousal support shall be paid through SEA
- Electronic Transfer (only if no child support is ordered).
- Electronic Transfer
- Other: @

III. CHILD RELATED ISSUES

A. PARENTING SCHEDULE

- Not an issue
- Standard Order of Parenting Time to @
- Standard Order of Parenting Time to Husband/Wife modified as follows:
@
- Other: @

B. ALLOCATION OF PARENTAL RIGHTS

- Not an issue
- The parties will share the parenting of the following children:

Child Name: «child_name1»	DOB: «child_dob1»
Child Name: «child_name2»	DOB: «child_dob2»
Child Name: «child_name3»	DOB: «child_dob3»
Child Name: «child_name4»	DOB: «child_dob4»
Child Name: «child_name5»	DOB: «child_dob5»

@ will be the residential parent of the following child(ren):

Child Name: «child_name1»	DOB: «child_dob1»
Child Name: «child_name2»	DOB: «child_dob2»
Child Name: «child_name3»	DOB: «child_dob3»
Child Name: «child_name4»	DOB: «child_dob4»
Child Name: «child_name5»	DOB: «child_dob5»

SPLIT CUSTODY

Husband will be the residential parent of the following child(ren):

Child Name: «child_name1»	DOB: «child_dob1»
Child Name: «child_name2»	DOB: «child_dob2»
Child Name: «child_name3»	DOB: «child_dob3»
Child Name: «child_name4»	DOB: «child_dob4»
Child Name: «child_name5»	DOB: «child_dob5»

Wife will be the residential parent of the following child(ren):

Child Name: «child_name1»	DOB: «child_dob1»
Child Name: «child_name2»	DOB: «child_dob2»
Child Name: «child_name3»	DOB: «child_dob3»
Child Name: «child_name4»	DOB: «child_dob4»
Child Name: «child_name5»	DOB: «child_dob5»

Other: @

C. CHILD SUPPORT

- Not an issue
- Guidelines: \$@ per month per child for @ child(ren).
- Non-guidelines: \$@ per month per child for @ child(ren).

Financial basis for deviation: @

D. DEPENDENCY TAX EXEMPTION

- Not an issue
- Husband shall claim @ for tax exemption purposes in @ years, beginning with tax year @*.

- Wife shall claim @ for tax exemption purposes in @ years beginning with tax year @.
- Other: @

*Obligor may only claim the child(ren) if they are substantially current in their child support obligation in current taxable year.

E. HEALTH CARE ORDER (Standard Order of Health Care)

- No health insurance is available at a reasonable cost.
- @ shall provide health insurance for the minor children through their employment.
- Uninsured medical, dental, optical and psychological expenses shall be divided as follows:

Residential parent shall pay the first \$100.00 per child per year.
Husband @%; Wife @%

- F. **OTHER:** (college expenses, long distance travel expenses, extracurricular, relocation, private school, tuition and life insurance)
@

IV. DIVISION OF PROPERTY

A. REAL ESTATE:

- Not an issue
- Not Applicable
- @ is the owner of the following premarital/separate real estate:
@
- @ is the owner of the following premarital/separate real estate:
@
- The parties are the owner(s) of the following real estate:
@
@
@
@
- The @ real estate shall be sold.
 - @ shall list property for sale
 - @ shall reside there pending sale
 - Maintenance/repairs for preparation for sale shall be paid by @

- @ shall pay mortgage, taxes, insurance and utilities until house is sold
- Proceeds of the sale shall be divided as follows: @

The @ real estate shall be sold.

- @ shall list property for sale
- @ shall reside there pending sale
- Maintenance/repairs for preparation for sale shall be paid by @.
- @ shall pay mortgage, taxes, insurance and utilities until house is sold
- Proceeds of the sale shall be divided as follows: @

The @ real estate shall be sold.

- @ shall list property for sale
- @ shall reside there pending sale
- Maintenance/repairs for preparation for sale shall be paid by @.
- @ shall pay mortgage, taxes, insurance and utilities until house is sold
- Proceeds of the sale shall be divided as follows: @

The @ real estate shall be sold.

- @ shall list property for sale
- @ shall reside there pending sale
- Maintenance/repairs for preparation for sale shall be paid by @.
- @ shall pay mortgage, taxes, insurance and utilities until house is sold
- Proceeds of the sale shall be divided as follows: @

The @ real estate shall be sold.

- @ shall list property for sale
- @ shall reside there pending sale

- Maintenance/repairs for preparation for sale shall be paid by @.
- @ shall pay mortgage, taxes, insurance and utilities until house is sold
- Proceeds of the sale shall be divided as follows:
@

@ shall be sole owner of the following property: @

- @ shall pay @ \$@ for their @ share of the equity/interest in the property by @
- @ shall refinance the mortgage within @ years.
- @ shall be solely responsible for the mortgage, taxes and insurance.

@ shall be sole owner of the following property: @

- @ shall pay @ \$@ for their @ share of the equity/interest in the property by @
- @ shall refinance the mortgage within @ years.
- @ shall be solely responsible for the mortgage, taxes and insurance.

B. VEHICLES: (cars, boats, motorcycles, etc.)

- Not an issue
- Not Applicable
- @ shall be sole owner of the following vehicles and pay any loans thereon: @
- @ shall be the sole owner the following vehicles and pay any loans thereon: @
- Other (sell, transfer to children, donate etc.): @

C. HOUSEHOLD GOODS & FURNISHINGS:

- Not an issue
- Each party Husband and Wife will keep the household goods and furnishings they now have, except @ is entitle to the following items. If said items are not picked up by @ then @ relinquishes all rights to said property.
- Husband shall be entitled to all household goods and furnishings in attached "List A".

- Wife shall be entitled to all household goods and furnishings in attached "List B".
- Husband and Wife shall divide their household goods and furnishings by coin toss (the method described in Local Rule 4.40).

D. FINANCIAL ACCOUNTS: (checking, savings and CD's)

- Not an issue
- Not Applicable
- Each party will keep all accounts in their individual names.
- Accounts shall be divided as follows:

Bank (location)	Balance
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@

E. STOCKS & BONDS:

- Not an issue
- Not Applicable
- Each party will keep all stocks and bonds in their individual names.
- Stocks and/or Bonds shall be divided as follows:

Stock (Bond) Name	Shares or Monetary Value
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@

F. LIFE INSURANCE:

- Not Applicable
- Both parties shall designate the minor child(ren) as primary beneficiary of any employer provided life insurance policy so long as there is a child support responsibility.
- Each Party will keep all life insurance in their individual names.

- @ will maintain life insurance naming @ as beneficiary as long as @ is obligated to pay spousal support to @
- @ will become the owner of the following life insurance policies:

Company	Amount
@	\$@
@	\$@
@	\$@
@	\$@

- @ will become the owner of the following life insurance policies:

Company	Amount
@	\$@
@	\$@
@	\$@
@	\$@

G. RETIREMENT BENEFITS:

- Not an issue
- Not Applicable
- @ will keep all interest in the following retirement, IRA, 401K accounts:

Account Name (number)	Balance
@	\$@
@	\$@
@	\$@
@	\$@

- @ will keep all interest in the following retirement, IRA, 401K accounts:

Account Name (number)	Balance
@	\$@
@	\$@
@	\$@
@	\$@

The following retirement/pension accounts shall be divided:

Account Name (number)	Balance
@	\$@
@	\$@
@	\$@
@	\$@

Using the Coverture Fraction method

QDRO

@ will prepare

@ will pay cost for preparation

DOPO

@ will prepare

@ will pay cost for preparation

Survivorship Benefits

Premiums shall be deducted from @'s portion of retirement

@ shall receive Supplemental Benefits

@ shall receive COLA's

Subsequent Vesting @

Buy Downs @

Buy Outs @

H. OTHER:

@

V. DEBTS (loans, credit cards, etc.)

Not an issue

No joint marital debts and each party shall be responsible for any debt in his/her name.

Husband will pay the following debts:

Account	Balance
@	\$@
@	\$@
@	\$@
@	\$@

@
@
@
@
@
@
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\$@
\$@
\$@

Wife will pay the following debts:

Account	Balance
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@

VI. MISCELLANEOUS

- Trusts: @
- Income Tax Refunds/payments: @
- Stock Options: @
- Country Club Memberships: @
- Frequent Flyer miles: @

By signing Memorandum of Understanding, parties agree to the terms contained in this document.

PARTY

PARTY

Prepared by: _____

Form Revised 8/5/2010

IN THE COURT OF COMMON PLEAS, MONTGOMERY COUNTY, OHIO
DOMESTIC RELATIONS DIVISION

«PRIMPTY1nm» and «SECPTY1nm»
CASE NO: «case»
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DOB: «child_dob1»

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DOB: «child_dob2»

Child Name: «child_name3»

DOB: «child_dob3»

Child Name: «child_name4»

DOB: «child_dob4»

Child Name: «child_name5»

DOB: «child_dob5»

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- a. Date of Marriage: @
- b. Agreed upon termination date of Marriage: @
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 - Spousal support is modifiable upon cohabitation by obligee with significant other who is contributing to household.
- Spousal support shall be subject to the court's continuing jurisdiction as to:
 - Amount Duration Both
- Spousal support is not subject to continuing jurisdiction of the court.
- Spousal support shall be paid through SEA
- Electronic Transfer (only if no child support is ordered).
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A. PARENTING SCHEDULE

- Not an issue
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- Standard Order of Parenting Time to Husband/Wife modified as follows:
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- Other: @

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- Not an issue
- The parties will share the parenting of the following children:

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Child Name: «child_name3»	DOB: «child_dob3»
Child Name: «child_name4»	DOB: «child_dob4»
Child Name: «child_name5»	DOB: «child_dob5»

@ will be the residential parent of the following child(ren):

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SPLIT CUSTODY

Husband will be the residential parent of the following child(ren):

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Child Name: «child_name4»	DOB: «child_dob4»
Child Name: «child_name5»	DOB: «child_dob5»

Wife will be the residential parent of the following child(ren):

Child Name: «child_name1»	DOB: «child_dob1»
Child Name: «child_name2»	DOB: «child_dob2»
Child Name: «child_name3»	DOB: «child_dob3»
Child Name: «child_name4»	DOB: «child_dob4»
Child Name: «child_name5»	DOB: «child_dob5»

Other: @

C. CHILD SUPPORT

- Not an issue
- Guidelines: \$@ per month per child for @ child(ren).
- Non-guidelines: \$@ per month per child for @ child(ren).

Financial basis for deviation: @

D. DEPENDENCY TAX EXEMPTION

- Not an issue
- Husband shall claim @ for tax exemption purposes in @ years, beginning with tax year @*.

- Wife shall claim @ for tax exemption purposes in @ years beginning with tax year @.
- Other: @

*Obligor may only claim the child(ren) if they are substantially current in their child support obligation in current taxable year.

E. HEALTH CARE ORDER (Standard Order of Health Care)

- No health insurance is available at a reasonable cost.
- @ shall provide health insurance for the minor children through their employment.
- Uninsured medical, dental, optical and psychological expenses shall be divided as follows:

Residential parent shall pay the first \$100.00 per child per year.
 Husband @%; Wife @%

- F. OTHER:** (college expenses, long distance travel expenses, extracurricular, relocation, private school, tuition and life insurance)
 @

IV. DIVISION OF PROPERTY

A. REAL ESTATE:

- Not an issue
- Not Applicable
- @ is the owner of the following premarital/separate real estate:
@
- @ is the owner of the following premarital/separate real estate:
@
- The parties are the owner(s) of the following real estate:
@
@
@
@
- The @ real estate shall be sold.
 - @ shall list property for sale
 - @ shall reside there pending sale
 - Maintenance/repairs for preparation for sale shall be paid by @

- @ shall pay mortgage, taxes, insurance and utilities until house is sold
- Proceeds of the sale shall be divided as follows: @

The @ real estate shall be sold.

- @ shall list property for sale
- @ shall reside there pending sale
- Maintenance/repairs for preparation for sale shall be paid by @.
- @ shall pay mortgage, taxes, insurance and utilities until house is sold
- Proceeds of the sale shall be divided as follows: @

The @ real estate shall be sold.

- @ shall list property for sale
- @ shall reside there pending sale
- Maintenance/repairs for preparation for sale shall be paid by @.
- @ shall pay mortgage, taxes, insurance and utilities until house is sold
- Proceeds of the sale shall be divided as follows: @

The @ real estate shall be sold.

- @ shall list property for sale
- @ shall reside there pending sale
- Maintenance/repairs for preparation for sale shall be paid by @.
- @ shall pay mortgage, taxes, insurance and utilities until house is sold
- Proceeds of the sale shall be divided as follows: @

The @ real estate shall be sold.

- @ shall list property for sale
- @ shall reside there pending sale

- Maintenance/repairs for preparation for sale shall be paid by @.
- @ shall pay mortgage, taxes, insurance and utilities until house is sold
- Proceeds of the sale shall be divided as follows:
@

@ shall be sole owner of the following property: @

- @ shall pay @ \$@ for their @ share of the equity/interest in the property by @
- @ shall refinance the mortgage within @ years.
- @ shall be solely responsible for the mortgage, taxes and insurance.

@ shall be sole owner of the following property: @

- @ shall pay @ \$@ for their @ share of the equity/interest in the property by @
- @ shall refinance the mortgage within @ years.
- @ shall be solely responsible for the mortgage, taxes and insurance.

B. VEHICLES: (cars, boats, motorcycles, etc.)

- Not an issue
- Not Applicable
- @ shall be sole owner of the following vehicles and pay any loans thereon: @
- @ shall be the sole owner the following vehicles and pay any loans thereon: @
- Other (sell, transfer to children, donate etc.): @

C. HOUSEHOLD GOODS & FURNISHINGS:

- Not an issue
- Each party Husband and Wife will keep the household goods and furnishings they now have, except @ is entitle to the following items. If said items are not picked up by @ then @ relinquishes all rights to said property.
- Husband shall be entitled to all household goods and furnishings in attached "List A".

- Wife shall be entitled to all household goods and furnishings in attached "List B".
- Husband and Wife shall divide their household goods and furnishings by coin toss (the method described in Local Rule 4.40).

D. FINANCIAL ACCOUNTS: (checking, savings and CD's)

- Not an issue
- Not Applicable
- Each party will keep all accounts in their individual names.
- Accounts shall be divided as follows:

Bank (location)	Balance
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@

E. STOCKS & BONDS:

- Not an issue
- Not Applicable
- Each party will keep all stocks and bonds in their individual names.
- Stocks and/or Bonds shall be divided as follows:

Stock (Bond) Name	Shares or Monetary Value
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@
@	\$@

F. LIFE INSURANCE:

- Not Applicable
- Both parties shall designate the minor child(ren) as primary beneficiary of any employer provided life insurance policy so long as there is a child support responsibility.
- Each Party will keep all life insurance in their individual names.

- @ will maintain life insurance naming @ as beneficiary as long as @ is obligated to pay spousal support to @
- @ will become the owner of the following life insurance policies:

Company	Amount
@	\$@
@	\$@
@	\$@
@	\$@

- @ will become the owner of the following life insurance policies:

Company	Amount
@	\$@
@	\$@
@	\$@
@	\$@

G. RETIREMENT BENEFITS:

- Not an issue
- Not Applicable
- @ will keep all interest in the following retirement, IRA, 401K accounts:

Account Name (number)	Balance
@	\$@
@	\$@
@	\$@
@	\$@

- @ will keep all interest in the following retirement, IRA, 401K accounts:

Account Name (number)	Balance
@	\$@
@	\$@
@	\$@
@	\$@

The following retirement/pension accounts shall be divided:

Account Name (number)	Balance
@	<u>\$@</u>
@	<u>\$@</u>
@	<u>\$@</u>
@	<u>\$@</u>

Using the Coverture Fraction method

QDRO

@ will prepare

@ will pay cost for preparation

DOPO

@ will prepare

@ will pay cost for preparation

Survivorship Benefits

Premiums shall be deducted from @'s portion of retirement

@ shall receive Supplemental Benefits

@ shall receive COLA's

Subsequent Vesting @

Buy Downs @

Buy Outs @

H. OTHER:

@

V. DEBTS (loans, credit cards, etc.)

Not an issue

No joint marital debts and each party shall be responsible for any debt in his/her name.

Husband will pay the following debts:

Account	Balance
@	<u>\$@</u>
@	<u>\$@</u>
@	<u>\$@</u>
@	<u>\$@</u>

@
@
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\$@
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Wife will pay the following debts:

Account
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Balance
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VI. MISCELLANEOUS

- Trusts: @
- Income Tax Refunds/payments: @
- Stock Options: @
- Country Club Memberships: @
- Frequent Flyer miles: @

By signing Memorandum of Understanding, parties agree to the terms contained in this document.

PARTY

PARTY

Prepared by: _____

Form Revised 8/5/2010