



# Volunteer Success Story

Submitted by: **Tim Stranges**, Montgomery County District Court ADR Volunteer

A couple who had been divorced several years agreed to try mediation to settle their small claims case. The ex-wife had sued her ex-husband for attorney’s fees she incurred in trying to get him to abide by their divorce settlement which required him to sign over the deed of the house to her. In the course of the mediation, she mentioned that once she and her ex were able to reach agreement on the attorney’s fees she could then start the process of re-financing the house in her name only. She said that she hoped her ex would abide by the divorce agreement and pay the closing costs he had agreed to (about \$4,000). The mediator asked the couple if they wanted to mediate the closing costs issue as well, but initially they both said no. After two hours of negotiating over the attorney’s fees, the ex-husband said that he was tired of fighting and wanted to do what was right. Because the mediated conversation helped the ex-husband better understand his ex-wife’s point of view, he decided to offer \$5,000 towards closing costs and \$500 towards the attorney’s fees. The ex-wife was shocked by the change in his attitude and immediately accepted. Both participants went away happy.

Success in mediation means different things to different people: an agreement; a partial resolution; or simply a better understanding. ADR Practitioners often enjoy sharing successes with the mediation community. If you want to share one of your District Court success stories for publication on our website or in *A Winning Solution*, send your story to Sarah.Kauffman@mdcourts.gov

*Tim Stranges has been mediating for 9 years and is a board member for the Conflict Resolution Center of Montgomery County (CRCMC).*

## Ethics Corner

By Maureen A. Denihan

In a District Court ADR session, we all know that everyone in the room must sign the *Agreement to Participate in ADR* form prior to the start of the session. (This is a 3-ply, carbonless form introduced at the beginning of the session.) Among the reasons to do so are to be sure everyone understands the voluntary nature of the session, the confidentiality provisions, and the role of the ADR practitioner.

If any additional participants or observers arrive after the *Agreement to Participate* has already been signed, the new arrival(s) **must** sign the form also. As a best practice, pause the conversation to welcome the new participant(s) or observer to the session, and provide the

same quality introduction and explanation of ADR that you afforded the other participants at the outset. Remember to include name and “relationship to the dispute” introductions. Then, after you review the agreement to participate with the new arrival(s), ask him

or her to sign the form, including those copies of the form that may have been previously distributed. You will likely want to summarize the conversation, albeit briefly, up to the point when the new participant(s) arrived, and then resume the conversation.



Have an ethics question or concern? If so, send it to Sarah.Kauffman@mdcourts.gov. Let us know if you want your name included if we publish your question or concern.