

Preparing for Mediation

A practical checklist for organizing your information, priorities, and settlement options before a Florida family law mediation

What mediation does

Mediation is a structured negotiation in which a neutral mediator helps the parties communicate and explore possible agreements. The mediator does not decide the case or replace either party's attorney. You control whether to agree, and you should understand every term before signing.

1. Confirm the Mediation Details

- ☐ Record the date, start time, expected duration, mediator's name, and whether mediation will be in person or by video.
- ☐ Confirm who must attend, whether attorneys will participate, and how mediator fees will be paid.
- ☐ Review the mediation order, referral, scheduling notice, mediator agreement, and any submission deadlines.
- ☐ Ask your attorney what documents or summaries must be provided to the mediator or the other party in advance.
- ☐ Plan for privacy, childcare, work coverage, transportation, technology, and enough uninterrupted time.

2. Understand the Ground Rules

- ☐ Expect the mediator to remain neutral and support the parties' self-determination rather than impose a result.
- ☐ Ask how joint sessions, separate private meetings, breaks, and communication with counsel will work.
- ☐ Treat mediation communications as confidential, subject to Florida law and its exceptions.
- ☐ Remember that information does not become protected from discovery merely because it is used in mediation.
- ☐ Do not record the session, share private communications, or invite another person without prior approval.

Helpful note: A signed written mediation agreement generally does not receive the same confidentiality protection unless the parties agree otherwise. Review the wording carefully before signing.

3. Review the Current Case

- ☐ Read the operative pleadings, existing orders, temporary agreements, financial affidavits, and pending motions.
- ☐ Make a short timeline of the marriage or relationship, separation, filings, significant financial events, and parenting developments.
- ☐ List all unresolved issues and note which issues are already agreed upon.
- ☐ Identify hearings, discovery deadlines, trial dates, expiring orders, and other time-sensitive concerns.

Organize the Facts and Documents

Useful mediation preparation is accurate and practical. Bring organized information that helps evaluate proposals rather than boxes of unsorted records.

4. Income, Expenses, and Support

- ☐ Gather recent pay stubs, tax returns, W-2s, 1099s, K-1s, and documentation of bonuses, benefits, business income, or other income.
- ☐ Update your financial affidavit and prepare a realistic monthly budget using statements when possible.
- ☐ List health-insurance, childcare, uncovered medical, education, activity, and transportation expenses for the children.
- ☐ Calculate current support paid or received and identify claimed arrears, reimbursements, or disputed expenses.
- ☐ Bring documents supporting any unusual income, necessary expense, employment change, disability, or special need.

5. Property and Debts

- ☐ Prepare a current list of real estate, bank accounts, investments, retirement accounts, businesses, vehicles, insurance, valuables, and other significant assets.
- ☐ List mortgages, credit cards, loans, tax obligations, business debts, and other liabilities with current balances.
- ☐ Identify disputed values and gather appraisals, statements, payoff figures, or other valuation information.
- ☐ Mark property or debt you believe is nonmarital and gather records showing its source and history.
- ☐ Note tax consequences, transfer costs, refinancing needs, title issues, and deadlines that could affect a proposed division.

Helpful note: A settlement may look equal on paper but have different tax, liquidity, risk, or long-term effects. Ask when you need financial, tax, valuation, or retirement-plan advice.

6. Parenting and Children's Issues

- ☐ Bring the current parenting plan, school calendar, activity schedules, medical information, and the child's usual routine.
- ☐ Draft specific school-year, summer, holiday, vacation, and transportation schedules.
- ☐ Identify how parents will make education, healthcare, activity, and other major decisions.
- ☐ List child-related expenses and a workable method for payment, reimbursement, and proof of expense.
- ☐ Prepare options for communication, exchanges, travel notice, schedule changes, and resolving future disagreements.
- ☐ Keep proposals focused on the child's needs, stability, safety, and practical logistics rather than either parent's sense of winning.

7. Other Issues to Address

- ☐ Consider alimony, attorney's fees, insurance, the marital home, business interests, retirement division, taxes, name restoration, and enforcement terms when applicable.
- ☐ Identify documents that must be signed later, such as deeds, titles, refinance paperwork, account transfers, or retirement orders.
- ☐ List temporary arrangements needed while final documents or transfers are completed.

Develop a Settlement Strategy

Effective preparation means knowing what matters most, where you have flexibility, and what information you still need. Discuss your legal range and negotiation strategy privately with your attorney.

8. Rank Your Priorities

- ☐ Choose your three most important goals and write why each matter.
- ☐ Separate essential needs from preferences and emotional positions.
- ☐ Identify terms on which you have flexibility and what you may request in exchange.
- ☐ Consider the other party's likely priorities and possible areas of shared interest.
- ☐ Include nonfinancial priorities such as privacy, timing, communication, predictability, and reduced future conflict.

9. Prepare More Than One Proposal

- ☐ Draft a preferred complete settlement covering all unresolved issues.
- ☐ Prepare one or two realistic alternatives that protect your core needs in different ways.
- ☐ Test each proposal for affordability, timing, taxes, enforceability, and day-to-day practicality.
- ☐ Avoid evaluating one term in isolation; consider the entire package and how terms interact.
- ☐ Write down what additional information or protection would make a difficult proposal acceptable.

Helpful note: Do not disclose your confidential settlement limits in shared materials unless your attorney advises you to do so. Keep private strategy notes separate from documents intended for exchange.

10. Know the Questions to Ask

- ☐ What is the likely legal range if the issue is decided by a judge?
- ☐ What facts, documents, or expert opinions are missing or disputed?
- ☐ What are the tax, retirement, refinancing, insurance, and enforcement consequences?
- ☐ When would payments, transfers, time-sharing changes, or other obligations begin?
- ☐ What happens if a payment, refinance, property sale, transfer, or parenting provision is not completed on time?
- ☐ Does the proposed language resolve the issue clearly, or could it create another dispute later?

11. Set Realistic Expectations

- ☐ Plan for negotiation to take time and for proposals to change throughout the day.
- ☐ Decide how you will manage frustration, fatigue, or pressure: request a break, consult privately, review numbers, or pause before responding.
- ☐ Remember that compromise is not the same as surrender; compare a proposal with the cost, delay, uncertainty, and stress of continued litigation.
- ☐ Accept that a partial agreement may still narrow the issues even if everything is not resolved.

Final Preparation and Day-of Checklist

Arrive rested, organized, and ready to make careful decisions. Do not sign because you feel rushed or simply want the day to end.

12. Pack and Prepare

- ☐ Bring photo identification, a charger, water, necessary medication, and any items requested by your attorney or mediator.
- ☐ Bring an organized mediation folder: issue list, timeline, financial summary, property-and-debt list, parenting proposal, supporting records, and questions.
- ☐ Confirm secure internet, a private room, camera, microphone, and backup contact number for video mediation.
- ☐ Eat beforehand, dress comfortably and professionally, and avoid alcohol or anything that could impair judgment.
- ☐ Plan not to post about the mediation or communicate with children about negotiations.

13. During the Mediation

- ☐ Listen carefully and take notes on each proposal, including amounts, dates, conditions, and unresolved details.
- ☐ Ask for plain-language explanations and time to review calculations or proposed wording.
- ☐ Speak privately with your attorney before making major concessions or accepting a complete package.
- ☐ Correct inaccurate facts calmly and support important positions with organized information.
- ☐ Request a break if you feel confused, pressured, exhausted, or unable to evaluate a proposal clearly.

14. Before Signing or Leaving

- ☐ Read every provision, including attachments, and make sure all handwritten or last-minute changes are included.
- ☐ Confirm names, account numbers, property descriptions, payment amounts, dates, deadlines, and time-sharing details.
- ☐ Ask whether the agreement is intended to be immediately binding and what further court approval or documents are required.
- ☐ Do not rely on side promises that are not written into the agreement.
- ☐ Obtain a copy of anything signed and write down the next steps, responsible person, and due date for each remaining task.

Prepare With a Florida Family Law Attorney
Grant J. Gisondo, Esq., is Board Certified in Marital and Family Law and represents clients in Palm Beach and Martin counties.

Call 561-530-4568 or visit gisondolaw.com to request a free consultation.

Helpful Official Resources

Florida Courts: Mediation in Florida

Florida Courts: Mediator Rules and Resources

Florida Statutes, Chapter 44

Legal disclaimer: This checklist provides general educational information and is not legal advice. It does not create an attorney-client relationship, replace advice from a qualified attorney, or address every form, deadline, local rule, confidentiality exception, or fact that may apply. Consult an attorney about your individual circumstances before acting or signing an agreement.

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