

children to the petitioner, then you are to bring them immediately before the undersigned or any other Judge of the United States District Court, District of New Jersey or local Superior Court Judge in the county in which the respondent is apprehended. If the Court shall not then be in session, you are to commit the respondent to the common jail in your county, there to be kept in a safe custody until the respondent transfers custody of the minor children to the petitioner or petitioner's agent.

And you are further commanded to serve upon the respondent, at the same time that you shall execute this Writ, a copy of the Order for this Writ and the Affidavit upon which that Order was based, together with a notice in writing addressed to the respondent, advising her that it is her right to apply personally or through counsel to the United States District Court for the District of New Jersey for an Order modifying or vacating this Writ.

Clerk

**APPLICATION FOR ASSISTANCE UNDER THE
HAGUE CONVENTION ON CHILD ABDUCTION**

SEE PRIVACY STATEMENT ON REVERSE



I. IDENTITY OF CHILD AND PARENTS

CHILD'S NAME (<i>LAST, FIRST, MIDDLE</i>)			DATE OF BIRTH	PLACE OF BIRTH	
ADDRESS (<i>Before removal</i>) SECURITY NO.			U.S. SOCIAL CARD	PASSPORT/IDENTITY COUNTRY: NO.	NATIONALITY
HEIGHT	WEIGHT	COLOR OF HAIR		COLOR OF EYES	
FATHER			MOTHER		
NAME (<i>Last, First, Middle</i>)			NAME (<i>Last, First, Middle</i>)		
DATE OF BIRTH	PLACE OF BIRTH		DATE OF BIRTH	PLACE OF BIRTH	
NATIONALITY	OCCUPATION	PASSPORT/IDENTITY CARD COUNTRY: NO.:	NATIONALITY	OCCUPATION	PASSPORT/IDENTITY CARD COUNTRY: NO.:
CURRENT ADDRESS AND TELEPHONE NUMBER			CURRENT ADDRESS AND TELEPHONE NUMBER		
U.S.SOCIAL SECURITY NO.			U.S.SOCIAL SECURITY NO.		
COUNTRY OF HABITUAL RESIDENCE			COUNTRY OF HABITUAL RESIDENCE		
DATE AND PLACE OF MARRIAGE AND DIVORCE, IF APPLICABLE					

II. REQUESTING INDIVIDUAL OR INSTITUTION

NAME (<i>Last, First, Middle</i>)	NATIONALITY	OCCUPATION
CURRENT ADDRESS AND TELEPHONE NUMBER	PASSPORT/IDENTITY CARD COUNTRY: NO.:	
COUNTRY OF HABITUAL RESIDENCE		
RELATIONSHIP TO CHILD	NAME, ADDRESS, AND TELEPHONE NO. OF LEGAL ADVISER, IF ANY	

III. INFORMATION CONCERNING THE PERSON ALLEGED TO HAVE WRONGFULLY REMOVED OR RETAINED CHILD

NAME (<i>Last, First, Middle</i>)	KNOWN ALIASES		
DATE OF BIRTH	PLACE OF BIRTH	NATIONALITY	
OCCUPATION, NAME AND ADDRESS OF EMPLOYER	PASSPORT/IDENTITY CARD COUNTRY: NO.:	U.S. SOCIAL SECURITY NO.	
CURRENT LOCATION OR LAST KNOWN ADDRESS IN THE U.S.			
HEIGHT	WEIGHT	COLOR OF HAIR	COLOR OF EYES

OTHER PERSONS WITH POSSIBLE ADDITIONAL INFORMATION RELATING TO THE WHEREABOUTS OF CHILD
(Name, address, telephone number)

IV. TIME PLACE, DATE AND CIRCUMSTANCES OF THE WRONGFUL REMOVAL OR RETENTION

V. FACTUAL OR LEGAL GROUNDS JUSTIFYING THE REQUEST

VI. CIVIL PROCEEDINGS IN PROGRESS, IF ANY

VII. CHILD IS TO BE RETURNED TO:

NAME (Last, First, Middle)

DATE OF BIRTH

PLACE OF BIRTH

ADDRESS

TELEPHONE NUMBER

PROPOSED ARRANGEMENTS FOR RETURN TRAVEL OF CHILD

VIII. OTHER REMARKS

IX. DOCUMENTS ATTACHED (PREFERABLY CERTIFIED)

- DIVORCE DECREE PHOTOGRAPH OF CHILD OTHER _____
- CUSTODY DECREE OTHER AGREEMENT CONCERNING CUSTODY _____

SIGNATURE OF APPLICANT AND/OR STAMP OF CENTRAL AUTHORITY	DATE	PLACE
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PRIVACY ACT STATEMENT

THIS INFORMATION IS REQUESTED UNDER THE AUTHORITY OF THE INTERNATIONAL CHILD ABDUCTION REMEDIES ACT, PUBLIC LAW 100-300. THE INFORMATION WILL BE USED FOR THE PURPOSE OF EVALUATING APPLICANTS' CLAIMS UNDER THE HAGUE CONVENTION ON THE CIVIL ASPECTS OF INTERNATIONAL CHILD ABDUCTION, LOCATING ABDUCTED CHILDREN, AND ADVISING APPLICANTS ABOUT AVAILABLE LEGAL REMEDIES. WITHOUT THE REQUESTED INFORMATION, U.S. AUTHORITIES MAY BE UNABLE EFFECTIVELY TO ASSIST IN LOCATING ABDUCTED CHILDREN.

Concerning the accuracy of the burden hour estimate on page 1 may be directed to OMB, OIRA, State Department Desk Officer, Wash., D.C. 20503

International Child Abduction Remedies Act (hereinafter referred to as ICARA). The Convention went into effect on July 1, 1988. A copy of the Convention and the ICARA are attached to this complaint as Exhibit “A” and are incorporated as though specifically rewritten herein.

2. The objectives of the convention are under Article 1(a) and are to secure the prompt return of children wrongfully removed to or retained in any Contracting State; and under Article 1(b) to ensure that rights of custody and of access under the law of one Contracting State are effectively respected in the other Contracting States.
3. The United States of America has been a Contracting State under the Convention since July 1, 1988. France has been a Contracting State under the Convention since December 1, 1983.
4. This court has jurisdiction pursuant to 42 U.S.C. 11601 et seq.

COUNT TWO - PETITIONER’S RIGHT TO CUSTODY

5. Petitioner incorporates as though specifically rewritten herein all of the allegations contained in Petitioner’s complaint paragraphs one (1) through four (4).
6. Petitioner has a right to custody of the children within the meaning of Articles Three and Five of the Convention in that Petitioner is the natural father of the children and enjoys full rights of custody under the French Civil Code. Petitioner and Respondent were lawfully married by the Registrar de la _____ in _____, France, on _____. All four children were born of the marriage. Pursuant to Article 372 of the French

Civil Code, the parental authority is jointly exercised by both parents if they are married. (Exhibit B)

7. The Petitioner at the time of the wrongful removal or retention by Respondent *Defendant Mother* was exercising custody within the meaning of Articles Three and Five of the Convention. The children resided in the marital home with both parents pending divorce proceedings.
8. The Petitioner at the time of the application to the French Central Authority on _____, and the Central Authority of the United States of America, National Center for Missing and Exploited Children was located in France. Petitioner is and continues to be located in France.
9. There are four minor children born of the parties' marriage, to wit:
_____, born _____; _____, born _____;
_____ born _____;
_____ and _____ born _____.
_____ will attain sixteen (16) years of age on _____, approximately ____ () years from the date of this application; _____ will attain sixteen (16) years of age on _____, approximately ____ () years from the date of this application; _____ will attain sixteen (16) years of age on _____, approximately ____ () years from the date of this application; _____ will attain sixteen (16) years of age on _____, approximately ____ () years from the date of this application;

10. The children were all born in France and continually resided since the time of their births in _____, France. The children were habitually resident in France within the meaning of Article Three of the Convention immediately before the removal of the children from France by Respondent. Attached hereto as Exhibit C is the Certification of the Petitioner with Exhibits one (1) through nine (9) in support hereof. Same is attached as a Declaration Under Uniform Child Custody Jurisdiction Act, (DUUCCJA).

COUNT THREE - RESPONDENT'S REMOVAL AND RETENTION OF THE CHILD

11. Petitioner incorporates the allegations contained in Petitioner's complaint paragraphs one (1) through ten (10) as though specifically rewritten herein.

12. On August 22, 1996, Respondent wrongfully removed the children from France within the meaning of Article Three of the Convention and continues to wrongfully retain the children in the United States of America despite diligent efforts on the part of the Petitioner to have the children returned.

13. The children are presently in the State of New Jersey, Salem County, Country of the United States of America and within the territorial jurisdiction of this Court.

14. The Respondent, at the time of the application by the Petitioner for the Request for Return of the Children to the Central Authority of France and Central Authority of the United States of America, was a habitual resident of (as that term is defined by the Convention) of _____, France.

COUNT FOUR - CUSTODY PROCEEDINGS IN FRANCE

15. Petitioner incorporates as though specifically rewritten herein all of the allegations contained in Petitioner's complaint paragraphs one (1) through fourteen (14).
16. The status of custody proceedings in _____, France are set forth in the Certification of Petitioner and attached exhibits Declaration Under Uniform Child Custody Jurisdiction Act (DUUCCJA) as Exhibit "C".
17. The Respondent has filed a *Requete en Divorce Pour Faute*, a request for divorce in the French court, *Tribunal Grande Instance en* _____ on _____ which was subsequently abandoned by the Respondent. The Respondent filed a second *Requete en Divorce Pour Faute* in the past month. A copy of these requests are attached to Exhibit C at Exhibit 1 and 9.
18. Petitioner submits that France is the Country having exclusive subject matter jurisdiction to consider the issues of custody and access of the minor children.

COUNT FIVE - WARRANT IN LIEU OF A WRIT OF HABEAS CORPUS

20. Petitioner incorporates as though specifically rewritten herein all of the allegations contained the previous paragraphs of the Petitioner's complaint.
21. Petitioner is a person as defined by 42 USC 11602 (5) who has a right of custody of the children _____, _____, _____, and _____ (see Paragraph 9 above) for whom this Complaint has been filed. Such right of custody has been breached within the meaning of Article 3 of the Convention.

22. The children herein are being illegally held in custody, confinement or restraint by *Defendant Mother*..

23. The parents of the subject children were married on _____ by _____ in _____, France.

24. On _____, the Respondent wrongfully removed the children within meaning of Article 3 of the Convention and has since failed to return the children to the Petitioner.

25. Respondent has violated Article 372 of the French Civil Code in that Respondent brought the children to the United States in contravention of the law of France and interim order of the *Tribunal de Grande Instance de* _____ dated _____, without the knowledge or consent of the Petitioner. Respondent failed to comply with the _____ order and failed to return the children for the court ordered social services evaluation. Despite having received notice of the petitioner's application under the Hague Convention on Civil Aspects of International Child Abduction by the National Center for Missing and Exploited Children, the respondent has refused to return the children to their habitual residence in France. The Petitioner believes that the Respondent will further conceal the child unless the child is taken into immediate custody by the court.

26. Petitioner believes that the children will be carried out of the jurisdiction of the court.

27. No other application for a writ of habeas corpus or a warrant in lieu of writ has been made by or on behalf of the children in regard to the said restraint.

28. Attached as previous Exhibit C is a completed DUUCCJA.

WHEREFORE, the Petitioner requests that the court issue the following orders:

(A) For an order delivering the minor children _____, _____, _____, and _____ to the custody of the Petitioner or his agent, _____, Esquire.

(B) For an order pursuant to 42 U.S.C. 11604 and pending further hearing in this court, Petitioner requests that this court issue an instant order prohibiting the removal by Respondent or respondent's agents of the minor children _____ born _____; _____, born _____; _____, born _____ and _____, born _____ from the jurisdiction of this court.

(C) For an order pursuant to 42 USC 11604(a) and N.J.S.A. 2A:34-28 *et seq.* Uniform Child Custody Jurisdiction Act (U.C.C.J.A.) and N.J.S.A. 2C:13-4 of the State of New Jersey requiring the Respondent to deliver to the Custody of the United States Marshall or his authorized agent the possession of the minor children named herein pending a hearing upon this complaint.

(D) For an order requiring the Respondent to post a bond in an amount determined by the court necessary to secure Respondent's compliance with the orders of this Court pending further disposition of this matter. Said bond to remain in effect until further ordered by the court.

(E) Pursuant to Article 26 of the Convention and the mandatory provisions contained in 42 USC 11607, Petitioner has attached as Exhibit D a copy of all expenditures and costs to date incurred by Petitioner as a result of the wrongful removal of the children by the Respondent. Petitioner requests that this court award all costs and fees incurred to date, reserving jurisdiction over further costs and fees.

(F) For a Warrant in Lieu of a Writ of Habeas corpus be issued, directing any peace officer in the State of New Jersey to take the children into custody and forthwith bring the children before this court.

(G) For such further relief as the court may deem equitable and just.

Respectfully submitted,

Address, ESQUIRE

Memorandum of Understanding

The parties (Father) and (Mother) indicate that have reached agreement on the disputes regarding the parenting and access of their minor daughter _____. As such, they set forth this memoranda of understanding with the purpose of placing the within agreements in the form of an Order to be entered in the (Court of Competent Jurisdiction). This agreement fully and completely resolves the outstanding disputes between the parties, including those pending before the Court.

In accordance with this agreement the parties confirm the following stipulations of fact:

- (1) The parties are the parents of _____, born in _____;
- (2) The Father is a resident and domiciliary of the _____, United States of America;
- (3) The Mother is a resident and domiciliary of Melbourne, Victoria, Australia;
- (4) The minor child, _____, has been a resident and domiciliary of Melbourne, Australia since birth;
- (5) The parties share joint parental responsibility for the long term welfare and development of the minor daughter with the day to day responsibilities for the child with the mother in Melbourne, Australia, subject to the exercise of parental responsibility of the Father, which includes but is not limited to the right to consent to any permanent removal of the minor child from Australia.

- (6) Australia is the habitual residence of _____ within the meaning of Article 3 of the Hague Convention on Civil Aspects of Child Abduction, and both parents exercise rights of custody which are protected under the terms of the Convention;
- (7) The home environment of _____ Pearson does not expose her to physical or psychological harm, or otherwise place her in an intolerable situation within the meaning of Article 13(b) of The Hague Convention on Civil Aspects of Child Abduction; as such, the parties assert that there is no cognizable any claim or defense under Article 13B of the Hague Convention of Civil Aspects of International Child Abduction;
- (1) Any absence of _____ from Australia shall have been a "temporary absence";
- (8) The "home state" of _____, pursuant to the law of the United States, including, but not limited to the Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) and the Parental Kidnapping Prevention Act 28 U.S.C. 1738(A) (PKPA), is Melbourne Australia.
- (9) The minor child, _____, has established significant connections with Melbourne, Australia, and there is available in Australia, substantial evidence concerning present and future care, protection, training and personal relationships.

- (10) Therefore, the parties agree that Melbourne Australia is the exclusive convenient forum for any litigation concerning _____.
- (11) Any absence of _____ from Australia shall not cause Australia to lose its status as the "Habitual Residence" within the meaning of Article 3 of The Convention;
- (12) The Family Court of Melbourne, Australia retains continuing exclusive jurisdiction to make orders and determinations that are necessary and/or appropriate for the determination of custody and access of this child;
- (13) Any future litigation concerning any modification of custody, access or travel restraints order shall be governed by the applicable law of Australia and shall take place in Melbourne, Australia.
- (14) The child is a dual citizen of Australia and the United States of America. The parties agree that the Mother will maintain regular possession of the child's passports, subject to transfer to the Father or his designee for international travel in accordance with this agreement.
- (15) The parties acknowledge that the child's previously issued United States passport must be renewed. In accordance with United States law, both the Father and the Mother will immediately cooperate in facilitating the issuance of a replacement passport whilst the Father is currently in Australia. Both parties confirm that _____ will enter

and exit Australia on her Australian passport, and will enter and exit the United States on her United States passport.

- (16) A copy of this Order will be served upon the Australian Federal Authorities as well as the United States Department of State, Office of Passport Control.

Joint Parenting Agreements: The parties wish to act collaboratively in meeting the needs of their daughter, and endeavor to do so. While the Mother will have to day-to-day responsibility and decision making regarding the minor child, the parties agree that with regard to all major decisions regarding _____'s care and upbringing the parties will consult and agree as follows:

1. The parties confirm that the child's surname is and will remain, _____.

The parties confirm that neither will cause the child to be called by any other name.

2. Both parties agree that they will immediately communicate with the other any health issues related to the child while she is in their custody. Specifically the Mother will advise the Father of any health assessments pertaining to the child, provide him on at least an annual basis a copy of the child's immunization record, and indicate any chronic or re-occurring illnesses requiring medical treatment.
3. The parties represent that the child enjoys health insurance in both Australia and the United States, and the Father indicates that he will provide any supplemental insurance as may be necessary to insure complete and uninterrupted coverage whilst _____ is in the United States.
4. The parties agree that decisions regarding _____'s education will be joint decisions. They will consult and agree together on the choice of school

_____ attends. No modifications to _____'s educational plan, or the school she attends will be made absent consultation and agreement.

5. The Father and Mother agree that they will share the school fees and costs associated with _____'s attendance at school, such as uniforms, school excursions, camps, books, etc. The parties agree that in accordance with the current practice of the parties, the school invoice will be forwarded to father and he will make payment directly to the school. Similarly, the parties agree that any school costs, which are not included in the school invoice, will be forwarded to the Father by fax, and he will make payment directly to the vendor, or reimburse the Mother if she demonstrates she has advanced the expense. The Mother agrees that she will incur no discretionary expenses for which she seeks contribution of the Father, or reimbursement in excess of One Hundred Dollars US, (100US) absent prior consultation and agreement of the Father.
6. In the unlikely event that there has been a demonstrated failure to comply with the above provision, or make to make the necessary payments in a timely fashion, the Mother shall have the option of estimating the school related expenses on a quarterly basis and have those payments made directly to her.
7. The Father has agreed to assist the Mother with certain additional costs associated with the care of _____ including extraordinary holiday programs or extracurricular educational or enrichment costs, clothes, shoes, etc. The Mother will provide to the Father a list of _____'s sizes no less frequently than every three months, or upon request. Should _____ have a specific need the Mother will communicate that need by fax and e-mail. The Mother agrees that

she will incur no discretionary expense for which she seeks contribution or reimbursement absent prior consultation and agreement of the Father.

8. The parties agree that they will affirm and respect the religious beliefs and practices of the other parent in the presence of their daughter. The parties agree that the child's primary religious education will take place through the school pastoral program and through a more formalized church program should the child request it, or show an interest. Both parties acknowledge that whilst in their care they may expose _____ to their personal religious observance and that of their families. Both agree that _____ shall be permitted to make her own faith determinations and be supported by both her parents.
9. The parties agree that their continued communication is crucial to co-parenting their daughter, particularly given the challenge of distance. They will keep each other informed of their contact details including current phone, fax, e-mail, addresses and details of their next of kin.
10. The parties will endeavor to utilize the periods of parental contact of the Father to schedule a personal meeting to address contact and scheduling issues, as well as any thoughts, needs or insights they may have regarding _____. Failing that, they agree that at least every six months they will schedule a conference call at a mutually convenient time via the telephone.

Parental Contact

The parties agree and are committed to facilitating regular, meaningful opportunities for contact with the Father and the Father's family. Both agree that

it is crucial to _____'s identity and well being that such contact be encouraged by her Mother and Stepfather, and sustained as a priority by her Father and his extended family in order to assure her best interests are protected. Therefore, absent further agreement by the parties, the following shall serve as the agreed minimum conditions for the exercise of parental access by the Father and his family.

1. The parties agree that the Father shall enjoy regular, uninterrupted and unsupervised access in accordance with his availability and the arrangements contained in this agreement.

Phone Contact

2. The Father will telephone the child at her home on a weekly basis, at or around 10am Sunday, Australian time.
3. Should either party be aware in advance of that time that the phone contact cannot occur, they will advise the other parent by fax, e-mail or phone the reason that the contact cannot take place and their suggestions for an alternate convenient time within the same week.
4. Should, for any reason the phone contact not be achieved on that day, and the Father has placed the call, the Mother will facilitate the child's return call to her Father.
5. The Father's parents may call on the first Saturday of each month at 10AM Australian time to speak to _____ at her home. Similarly, if either party is aware that the contact cannot occur at that time they will advise the other party by

fax, e-mail, or phone of way the contact cannot take place and their suggestions for an a mutually convenient alternate time.

6. Should for any reason the phone contact not be achieved on that day, and a call placed by the fathers parents the Mother will facilitate the child returning the phone call as soon as practicable.
7. The parties agree that phone contact need not be constrained to weekly contact and that the father, or the father's family may contact _____ on other special occasions and holidays such as Easter, their birthdays, father's day, with any special news or any special occasion deemed important by the father or the fathers parents or family.
8. The Mother will be provided an International phone card for use by the child, who will be permitted to call her Father at any time when she expresses a need or desire to do so.

Personal Contact: The parties acknowledge that given the distance and expense associated with the exercise of parental access by the Father with _____, that the schedule and the conditions of parental access must be set in advance so that plans can be relied upon, and expenses minimized. Nevertheless, the parties acknowledge that they will cooperate in "fine-tuning" the length and conditions of access, acknowledging this agreement as a minimum guide. The parties agree that at any time the Father or Father's family are able to make arrangements to see _____ in Australia, apart from the schedule set forth in this agreement, that the Mother will cooperate in making _____ available for the exercise of access upon reasonable notice.

1. Beginning with Christmas 2001, _____ will enjoy every other Christmas with the Father, and the Father's extended family in the United States, at a place and time to be advised by the Father as soon as the arrangements for it have been confirmed. That access will be for a period of not less than 5 consecutive days. The father will provide a proposed itinerary and contact numbers as soon as practicable, but in no event less than 60 days before the contemplated travel. All costs of parental access for the child and Father shall be at the Father's expense.
2. Specifically, _____ will enjoy access with her Father in Maui Hawaii, from 22nd December to 29 December 2001. To facilitate this access the Mother and Stepfather will travel with the child to and from Maui. Further they will be permitted to have contact with the child at Maui on December 25th for a period of not less than five hours. The Mother and Stepfather will be responsible for all of their own expenses associated with the planned travel.
3. The Father will enjoy parental access with the child at or around December 2002/January 2003 for a period of not less than five consecutive days, excluding travel, to take place within Australia. The Father will provide to the Mother an itinerary not less than 60 days in advance of the planned access which will include contact numbers and flight arrangements.
4. This Christmas routine will be continued each year thereafter with all odd year Christmas to be spent in the United States and all even Christmas' to be spent in Australia.
5. Further, beginning *with the June/July school holidays 2002*. _____ will enjoy uninterrupted contact with her father on or around her birthday, which will

alternate each year between Australia and the United States. It being the intention of the parties that the child visits the United States approximately one time each year.

6. Specifically, _____ will *travel to the United States to visit her fathers home in Virginia for a period of no less than five days excluding travel.* The parties agree that they will cooperate in the scheduling and management of the proposed travel to insure that _____ always travels accompanied, and that there is sufficient time and conditions built into the travel schedule to insure comfortable travel for _____.

Therefore, *the parties agree that for the initial trip to Virginia in 2002, arrangements will be made so that the pick-up of _____ in Australia and the drop-off of _____ in Australia will not be made by the Father. The Father may designate a family member to facilitate the pick-up or drop-off of _____.* Alternately, *at the Father's discretion, the Mother may transport the child to Los Angeles for pick-up by the Father. In that event the Father will pay the mother's round-trip airfare, the Mother would pay all other expenses associated with the travel.*

It is understood that would represent a "one-time" accommodation to the Mother, and in no way modifies the Father's sole discretion in planning and executing the circumstances of drop-off and pick-up of the minor child.

9. The parties agree that the time periods of contact of the Father will continue to expand in a natural progression, with the goal of fourteen (14) days of

uninterrupted contact time in three to five years, as dictated by the child's readiness. To that end the parties agree that beginning in 2002, the period of uninterrupted contact will, absent further agreement of the parties, be 6 days. In 2003 the period of uninterrupted contact will be 7 days, and in 2004, the period of uninterrupted contact will be 9 days and so forth in approximately two-day increments for each year after 2004. Upon reaching 14 days the parties agree that this will be the presumed minimum contact time, subject to agreed adjustments based upon the opportunities and circumstances of travel.

Dispute Resolution: It is the fervent desire of the parties and their respective families to avoid the acrimony and divisiveness associated with resort to litigation and the assistance of the Court. Therefore with the purpose of conciliation, the parties set forth the following agreed process for the resolution of any parenting or contact disputes.

1. The parties agree that should any issues arise about which they are in dispute, despite efforts to conciliate, they will indicate to one another the need to obtain third party assistance in the resolution of the dispute, and together make arrangements of a telephone conference an agreed therapist/mediator for the purposes of raising the dispute with her, and seeking her assistance in reaching a mutual resolution.
2. Should the parties be unable to resolve the issue based upon the telephone conference, or if the mediator believes she needs additional information, input or

individual contact with the parents or the child, she will so indicate, and the parties will attend upon her for an assessment and recommendation.

3. The parties agree that whilst the dispute is pending, absent circumstances which rise to the level of an articulated danger to the child, upon which the therapist concurs, there will be no stay or modification of the contact arrangements set forth herein.
4. The parties agree that they will jointly pay the therapist fees for involvement in the process. In the event the therapist is unwilling or unable to serve in this capacity, the parties will seek her recommendation for an alternate professional, and agree on her retention.