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II. **GOOD REASONS TO USE MEDIATION (INCLUDING THE OBVIOUS AND NOT–SO–OBVIOUS)**

   A. MEDIATION ALLOWS PARTIES TO FOCUS ON THEIR UNDERLYING INTERESTS AND THE FUTURE, NOT JUST THEIR LEGAL POSITIONS AND THE PAST

   B. PEOPLE CAN BE HEARD AND HAVE THEIR "DAY IN COURT"

   C. PARTIES FOCUS ON THEIR DISPUTE SIMULTANEOUSLY, IN A SAFE AND CONFIDENTIAL PLACE

   D. PARTIES CAN DEVELOP VALUABLE NEW SELF–IMAGES AND METAPHORS

   E. THE MEDIATOR'S PRESENCE AND ROLE BUILDS TRUST AND REDUCES THE EFFECT OF "REACTIVE DEVALUATION"

   F. PARTIES’ NEGOTIATIONS ARE ENHANCED BECAUSE THEY PLAY AN ACTIVE, ON–SITE ROLE IN DEVELOPING SOLUTIONS THAT THEY CHOOSE

   G. MEDIATION SAFELY ALLOWS AND MANAGES VENTING AND STRONG EMOTIONS

   H. MEDIATION PROVIDES FERTILE GROUND FOR CREATIVE, PRACTICAL SOLUTIONS, OFTEN NOT PREVIOUSLY ENVISIONED

   I. MEDIATION AVOIDS THE UNPREDICTABILITY OF LITIGATION, REDUCES PRECEDENTIAL VALUE OF OUTCOMES, AND CAN REDUCE UNWANTED PUBLICITY

   J. RESOLUTION OF A DISPUTE IN MEDIATION MAY BENEFIT ON–GOING RELATIONSHIPS

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