



January 25, 2024

Plaintiff Firm's Name
Plaintiff Attorney's Name
Plaintiff Attorney's Email Address

Defendant Firm's Name
Defendant Attorney's Name
Defendant Attorney's Email Address

Case Name: Plaintiff Party (or parties) v. Defendant Party (or parties)
Case No.: 01-24-0001-1234

Dear Counsel:

Thank you for selecting me to mediate this matter for you. This will confirm you have scheduled a session at the date and time set forth below. This letter contains the terms of our agreement for mediation services.

Date: January 23, 2024
Time: 9:30 am EST
Location: Telephonic
Duration:

Hourly Rates: Mediations will be billed at the following hourly rates:

Two Parties - \$250.00 per party, per hour
Three Parties - \$200.00 per party, per hour
Four Parties - \$175.00 per party, per hour
Five to Nine Parties - \$750.00 per hour, split equally among the parties
Ten or more Parties - \$850.00 per hour, split equally among the parties

A "party" is defined as one or more persons or entities who have a common interest and who are represented by a single attorney or firm.

For half-day mediations, there is a three and a half (3.5) hour minimum charge. For full day mediations, there is a seven (7) hour minimum charge. Time is billed in quarter hour increments.



Travel Time and Expenses: For travel of more than sixty miles from downtown Bradenton, Florida, there will be a charge of \$250/hour for travel time (portal to portal) divided equally by the number of parties. In addition, when necessary to attend an out of town mediation, airfares, lodging, rental cars, parking and meals will be billed at their actual cost.

Billing Matters: All fees are calculated using the per hour rate above, and all invoices are due upon receipt. Following the conclusion of the mediation, each party will be billed for their portion of the fee, unless the parties agree otherwise. Payments should be made in accordance with the payment instructions on the invoice.

This matter has been scheduled based on my professional business relationship with you as counsel. As such, I consider you jointly and severally responsible for timely payment, that is not conditioned on settlement, receipt of settlement funds, or payment from a client.

Pro Se litigants must make arrangements for advance payment based on the anticipated charges or for payment to be made at the conclusion of the mediation.

Cancellation Policy: If the mediation is cancelled or rescheduled less than 5 calendar days prior to the scheduled session, each party will be billed for their portion of the minimum fee, which shall be three and a half (3.5) hours per party for half-day mediations and seven (7) hours per party for full-day mediations. Clients are respectfully reminded that the cancellation policy is meant as fair compensation for reserving time which typically cannot fill in less than 5 days. In addition to the cancellation fee described above, any time expended in preparation for the cancelled mediation will also be charged at the applicable hourly rate.

Mediation Summaries: I firmly believe that my ability to effectively mediate your case is predicated upon knowledge of the issues involved. For that reason, I welcome the receipt of mediation summaries or any other documents/records relevant to the issues of the case that you believe will be helpful to me in my preparation for this mediation. Please email to andrew@marshallmediations.com, and cc my case manager, Haydee Coronado, at casemanager@marshallmediations.com.

Applicable Law, Confidentiality & Mediator Immunity: The parties in this Mediation are attempting to settle actual or potential litigation. All information exchanged and communications made or engaged in as part of the mediation process, as well as all offers and counter-offers of settlement, are strictly confidential and are not admissible in any court proceedings. These confidentiality provisions apply

to both in-person and remote/on-line/Zoom mediations. As to remote/on-line/Zoom mediations, the parties agree not to record, screenshot or otherwise preserve in any electronic form any of the mediation proceedings or communications between the parties. The parties agree that the mediator shall not be competent to testify in any civil proceeding as to any statement, conduct, decision, or agreement occurring at, or in conjunction with, this mediation. The undersigned parties further agree not to subpoena the Mediator or any of his records relating to this or any related mediation. Any party attempting to subpoena the mediator shall pay all costs, attorney fees, and time charges of the mediator in objecting to such subpoena or court order. The participants also agree not to disclose any of the statements made, offers or counteroffers made during the mediation process to any third person. A written agreement reached by the parties in the course of, or pursuant to, this mediation, that is signed by the parties, may be admitted in an appropriate court or administrative proceeding for the purpose of enforcing it.

If you have any questions about this engagement or our services in general, please do not hesitate to contact Haydee or myself.

Once again, thank you for trusting me to help resolve this dispute. I look forward to working with you and your clients/representatives.

Sincerely,



/s/ Andrew T. Marshall, Esq.

Marshall Mediation Services, LLC