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01/18/2024

Plaintiff Attorney, Esq.
Plaintiff Law Firm, Ltd
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Counsel for PLAINTIFF

Defendant Attorney, Esq.
Defendant Law Firm, P.A.
defendant@firm.com
Counsel for DEFENDANT

Case: **PLAINTIFF vs. DEFENDANT**
Case Number:

Dear Counsel:

Thank you for selecting me as your mediator in this matter. This letter confirms and sets forth the terms of my engagement. I look forward to working with you.

1. **Schedule.** The mediation services have been scheduled for **March 5, 2024, starting at 10:00 am ET.** The mediation will be conducted via Zoom and the Zoom link was included in the email with this letter. Several days prior to the mediation hearing, we will send a reminder email with the Zoom link again to counsel and support staff if support staff contact information has been provided. It is counsel's responsibility to provide the Zoom information to their clients, and ensure their clients are prepared for a mediation via Zoom.
2. **Pre-Mediation Submissions.** I will review any documents and materials you may regard as relevant. I request that you provide me with such materials together with a case summary at least two business days prior to the mediation to allow adequate time for review. Unless noted otherwise, I will assume all submitted materials other than court filings are confidential. All parties will be billed equally for pre-mediation preparation. Be sure to copy casemanager@bermanmediations.com with any submissions, please.
3. **Certification of Authority.** If applicable to your case, I strongly advise the parties to comply with Rule 1.720(e), Fla. R. Civ. P. This will avoid any day of mediation concerns about the party representatives (which can be addressed by the court in advance if needed).
4. **Mediation Fee and Costs:** My hourly rate for this mediation, including any preparation or follow-up time, is \$600 per hour, split evenly between the parties.

This rate is subject to change if the actual number of participating parties at the mediation is different

To avoid confusion, I typically define a "party" as all parties who are represented by the same counsel.

5. **Billing Matters.** My minimum fee is for four hours plus any pre-session preparation at the rate set out above. Following the conclusion of the mediation, each party will be invoiced for the minimum fee plus any additional time spent on the matter beyond the four-hour minimum. All fees are calculated using the per party hourly rates above. All invoices are due upon receipt. **Checks should be made payable to Jill Nexon Berman and remitted using the payment instructions in the invoice.** Please note, I have accepted and scheduled this matter based on my business and professional relationship with counsel, and I therefore consider this engagement as being with counsel and your clients, jointly and severally. Accordingly, **counsel for each party is financially responsible for timely payment of all mediation fees.** Should counsel be concerned about this, I urge you to obtain payment in advance from your client. In the event prompt payment is not received, I reserve the right to take appropriate actions to collect payment including filing motions with the court. Furthermore, by scheduling this matter, counsel and parties agree that I shall be entitled to collect all my costs, including reasonable attorneys' fees, if my office must take action to collect the mediation fees.
6. **Cancellation policy.** If the mediation is cancelled or rescheduled more than five (5) calendar days prior to the scheduled session, there is no cancellation charge. However, if the mediation is cancelled or rescheduled less than five (5) days prior to the scheduled session, 100% of the minimum fee will be charged equally to the parties, regardless of who chooses to cancel. If any party believes it should not bear this cost, the parties will need to resolve that between themselves.
7. **Preparation of documents.** On occasion, my mediation services may include the preparation of written summaries of interim or final agreements reached during the mediation process. All such documentation is subject to full review, editing and approval by the parties and their counsel. By accepting the terms of this engagement, counsel and their parties hereby agree that such services as may be rendered by me shall not be considered the practice of law or in any representative capacity to any party involved in this mediation.

If you have any questions concerning the terms of my engagement, please contact me immediately.

I appreciate your bringing this matter to me, and I look forward to working with you.

Very truly yours,

Jill Nexon Berman

Jill Nexon Berman