

 JILL NEXON
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MEDIATOR

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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 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.
3. **Mediation Fee and Costs:** Please contact my case manager, Haydee Coronado, at casemanager@bermanmediations.com for details and my mediation rate sheet.
4. **Billing Matters.** For this mediation, my minimum fee is two hours per party which will be invoiced shortly. Following the conclusion of the mediation, each party will be invoiced for any additional time spent on the matter beyond the two-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. Payments should be made in accordance with the payment instructions on the invoice. Please note, I consider this engagement as being with counsel and not your clients and have accepted this matter in reliance on our business relationship. Accordingly, **counsel for each party is financially responsible for timely payment of all mediation fees.**
5. **Cancellation policy.** If the mediation is cancelled or rescheduled more than five (5) 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 to the parties.
6. **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

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