

December 18, 2023

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Test Testington, Esq.
Testing Test Tests

test@notanemail.com
Bob Roberts, Esq.
Bob & Tom

Re: Norm Macdonald v O.j. Simpson
Case No. 123456

Dear Counsel:

Thank you for selecting me to mediate this matter for you. This will confirm that you have scheduled a half day session.

Date: December 22, 2023
Time: 9:00 am
Location: By Video Conference

Please confirm with your clients the date and time of the mediation. Each party must be present at the mediation, unless the parties agree otherwise, together with a representative with full authority to negotiate a complete settlement at the mediation.

Mediation Fee: Two-party mediations will be billed at a rate of \$3,000 for half-day mediations and \$6,000 for full-day mediations. Three-party mediations will be billed at a rate of \$3,500 for half-day mediations and \$7,000 for full-day mediations. Mediations with four or more parties will be billed an additional \$500 per party for half-day mediations or an additional \$1,000 per party for full-day mediations. Additional mediation sessions, if necessary, will be billed at a rate of \$2,500 for half-day sessions and \$5,000 for full-day sessions. These flat fees include preparation time, pre-mediation phone calls with counsel, and conducting the mediation itself. Fees for mediation will be divided equally among the parties unless they agree otherwise in writing. Mediator reserves the right to pro-rate the mediation fee if the mediation session extends beyond the allotted half day or full day scheduled session.

Billing Matters: Fees for mediation are due at least 48 hours in advance of any mediation session. If for any reason payment from one or more parties is not received, I will hold the law firm for that party responsible for the payment of the fee. I reserve the right to cancel the mediation session if fees are not received in advance.

Please understand that I do not have a relationship with your client or the insurance carrier. My services are requested by the attorneys and it is the responsibility of the attorneys to guarantee that invoices for mediation be paid in a timely fashion.

Cancellation Policy: You have reserved a specific amount of time for your mediation and, by doing so, that time is not available for other parties and generally cannot be filled if the mediation cancels upon short notice.

It is my policy that a minimum fee of \$750 per party for half-day mediations and \$1,500 per party for full-day mediations will be charged in the event this scheduled mediation cancels or reschedules within five business days of a scheduled mediation. I do not waive cancellation fees unless I am able to book another mediation in the reserved time slot as these fees partially compensate me for the loss of use of the time slot reserved and the administrative expenses incurred with the scheduling. I do not arbitrate who is responsible for a cancellation and will bill all parties unless all parties agree otherwise.

All cancellations must be communicated in writing (email is sufficient) with the agreement of all parties noted.

I do not charge rescheduling fees for mediations that are canceled or rescheduled prior to five business days before a scheduled mediation.

Mediator's Immunity/Neutrality: Mediators appointed by the court have the same immunity as a judge pursuant to §44.107, Fla. Stat. You and your clients agree that your mediator shall have the same immunity as set forth in §44.107, Fla. Stat. whether the mediation is court-ordered or voluntary. The parties acknowledge that the Mediator is a neutral and does not act as an advocate, attorney, or representative of any party.

Mediation Summaries: You are encouraged to send me any pleadings, documents, and a memo of up to 10 double-spaced pages in order to acquaint me with the basic facts and pertinent legal issues of the case prior to the mediation. My goal is to assist the parties in reaching a resolution and this goal is advanced if I have a clear understanding of each party's position prior to mediation. Please send your summary via email to casemanager@claytonadr.com. If you would like to discuss the mediation by telephone in advance, please let me know.

Because this mediation will be virtual, it is important that all parties download the Zoom software and be familiar with it prior to the mediation.

Unless Clayton ADR is notified in writing of any objection to the above terms within three business days of your receipt of this Agreement, the terms of engagement contained herein shall be deemed accepted by all parties and counsel in this case.

I look forward to assisting you in reaching a resolution.

Sincerely,

A handwritten signature in black ink that reads "Drew Clayton". The signature is written in a cursive, flowing style.

W. Andrew Clayton Jr.