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THE BRIDGE BETWEEN CONFLICT AND CLOSURE

July 17, 2024

attorney@plaintiff.com
Plaintiff Attorney, Esq.
Plaintiff Law Firm

attorney@defendant.com
Defendant Attorney, Esq.
Defendant Law, Inc.

Re: Plaintiff v Defendant
Case No. 2021-CA-000001

Dear Counsel:

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

Date: **December 31, 2024**
Time: **9:30 am**
Location: **Via Zoom**

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: Fees for my services as your mediator are:

2 Parties: \$225 per hour per party
3 Parties: \$170 per hour per party
4+ Parties: \$150 per hour per party

“Parties” refers to the named parties to the litigation as well as any interested parties voluntarily participating in the mediation process. The mediator is entitled to compensation for all time spent on the case, including, but not limited to, preparation time, telephone conferences, attendance at the mediation conference, collection efforts (including attorneys’ fees and costs), preparation of the parties’ agreement and the Mediation Results Report to the Court. **NOTE:** There is no charge for follow-up. The Parties agree to waive any part of any Court Order inconsistent with the above hourly rates.

Billing Matters: All mediation fees will be divided equally among the parties unless I am instructed to do otherwise. Following the conclusion of each mediation, each party shall receive an invoice for their portion of the mediation fee. Payments should be made in accordance with the payment instructions on the invoice.

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 their responsibility to guarantee that invoices for mediation are paid in a timely fashion.

Minimum Fee and Cancellation: A minimum fee of three and one half hours for half-day sessions and seven hours for full-day sessions will be charged. If it becomes necessary to cancel or reschedule the mediation for any reason, please notify my office in writing prior to December 24, 2024 at 5:00 pm EST in order to avoid the minimum fee.

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

Please note that for us to remain neutral, it is our policy to bill all parties equally for their portion of our minimum fees regardless of which party cancels a session or why it was canceled, even if it is being rescheduled, has settled, or one side is still willing to move forward.

Applicable Law, Confidentiality & Mediator Immunity: Whether the mediation is pre-suit, court-ordered, or voluntary, the Mediation Confidentiality and Privilege Act (§44.401, et seq. Fla. Stat.), Fla.R.Civ.P. Rule 1.700, et seq and/or Federal Rules of Civil Procedure, and local rules of Court in which the case is venued shall apply. All mediation communications are confidential. Mediators are immune from liability, including all forms of negligence, arising from performance of mediation work. Mediators are also immune from providing written, deposition or trial testimony relating in any way to any mediation conducted by them. The Parties agree to extend the Mediator Confidentiality and Privilege Act, confidentiality, and mediator immunity to any negotiation or settlement-related activity by the mediator that occurs at any time after the mediation.

ACCEPTANCE OF TERMS: IF YOU OBJECT TO ANY TERMS OF THIS LETTER, CONTACT ME IN WRITING WITHIN FIVE (5) BUSINESS DAYS OF THE EMAIL CONVEYING THE LETTER. OTHERWISE, ALL TERMS SHALL BE DEEMED ACCEPTED BY RECIPIENTS, THEIR CLIENTS, AND ANYONE ATTENDING MEDIATION WITH THEM. COMMENCMENT OF MEDIATION AND ENGAGEMENT OF THE MEDIATOR ARE WITH THE EXPRESS UNDERSTANDING AND AGREEMENT OF THESE TERMS.

OBJECTION TO MEDIATION RATE OF COMPENSATION MAY BE MADE BY SERVING OBJECTION UPON ALL PARTIES AND MEDIATOR PRIOR TO MEDIATION (Fla.R.Civ.P. Rule 1.720(k)).

Thank you again for engaging my mediation services. I look forward to working with you. Please let me know if you have any questions or need assistance.

Sincerely,



William B. Bowles Jr.

