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THE BRIDGE BETWEEN CONFLICT AND CLOSURE

September 26, 2025

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

attorney@defendantlaw.com
Defendant Attorney, Esq.
Defendant Law

Re: Plaintiff v Defendant
Case No. 2025-CA-xxxxxx

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: **February 15, 2026**
Time: **1:30 pm**
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: \$250 per hour per party
3 Parties: \$190 per hour per party
4+ Parties: \$170 per hour per party

There is a four (4) hour minimum charge for all half-day mediations and a seven (7) hour minimum charge for all full-day mediations, unless agreed to by the mediator. Also, unless otherwise agreed by the parties, the participating parties shall divide mediation fees equally.

“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. Please note that these fees include reasonable and necessary expenses incurred by the mediator such as clerical, local telephone, local fax charges, postage costs, etc., but we reserve the right to charge for extraordinary expenses. Travel time is billed at actual time.

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: The mediator in this case has been engaged to conduct this mediation. As such, we are accepting this engagement to the exclusion of scheduling other work for the day and the time which has been reserved. Due to the difficulty of scheduling a new case when there is a cancellation, the time and expenses already incurred in scheduling and preparing of the cancelled conference, and the positive effect a scheduled conference can

have in settlement negotiations, the following policies have been adopted: In the event a mediation is canceled within five (5) business days of the scheduled session, the following minimum cancellation fees will apply: a three (3) hour minimum charge for half-day mediations and a six (6) hour minimum charge for full-day mediations. If it becomes necessary to cancel or reschedule the mediation for any reason, please notify my office in writing prior to January 28, 2026 at 5:00 pm EST in order to avoid the minimum cancellation 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. COMMENCEMENT 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.

