



beth@schulmanadr.com

schulmanadr.com

office: 407.410.4994

May 14, 2025

Plaintiff Attorney, Esq.
Plaintiff Attorney Law Firm, P.A.
plaintiff@attorney-law-firm.com

Defendant Attorney, Esq.
Defendant Law LLP
defendant@defendantlawllp.com

Case Name: Plaintiff v. Defendat
Case No.: 2024-CA-xxxxxx

Dear Counsel:

Thank you for selecting me to mediate this matter for you. This will confirm you have scheduled a session for the date and time set forth below. This letter contains the terms of our agreement for mediation services.

Date: July 10, 2025
Time: 9:00 am EST
Duration: full day
Location: By Video Conference

Mediation Fee: Mediations will be billed at the following hourly rates:

2-4 Parties: \$595.00 per hour
5-9 Parties: \$795.00 per hour
10+ Parties: \$975.00 per hour

To avoid confusion, a “party” is defined as all parties who are represented by the same counsel. All fees are calculated using the per hour rate above, and all invoices are due upon receipt. Following the conclusion of the mediation, each party will be billed for their portion of the fee, unless the parties agree otherwise. Payments should be made in accordance with the payment instructions on the invoice.

Billing Policies: Please note that my ADR practice is exclusively dedicated to construction and commercial related disputes. As such, I never assess or impose a cancellation fee in the event mediation is either cancelled or needs to be postponed for any reason.

Beth-Ann Schulman

*Florida Supreme Court Certified Circuit Mediator
Florida Supreme Court Certified Appellate Mediator
Florida Supreme Court Qualified Arbitrator
Board Certified Attorney in Construction Law*

Schulman Dispute Resolution, LLC

All time dedicated to mediation-related services (i.e. attendance at mediation, review of mediation summaries and preparation for mediation, telephone conferences and correspondence with counsel of record, post mediation follow-up) is likewise shared equally between the parties.

In addition, I do not charge for travel time, other than any out-of-pocket travel expenses (hotel, rent-a-car and air travel, or meals arranged and paid for during mediation sessions), which will also be shared equally between the parties unless otherwise agreed.

Scope of Engagement: In my role of mediator, I will be impartial. I will have no attorney/client relationship with any of the participants to the mediation, and I shall not be liable to any participant for any act or omission in connection with the mediation. Under no circumstances will the mediation be recorded.

The mediation will be conducted pursuant to Chapter 44, Florida Statutes and pursuant to FL. R. Civ. P. Rule 1.700. The parties understand that as a mediator, I have no authority to decide any issues for the parties, and I will not and cannot impose a settlement. The parties further agree that a settlement, if any, must be voluntarily agreed upon by all parties. As an advocate for settlement, I will use every effort to facilitate negotiations.

I do not warrant or represent that settlement will result from the mediation process. No binding settlement shall be deemed to exist until it is embodied in written settlement documents signed by the respective parties and approved by their counsel.

The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceeding, any of the following: (a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; (b) admissions made by another party in the course of the mediation proceedings; (c) proposals made or views expressed by the mediator; or (d) the fact that another party had or had not indicated a willingness to accept a proposal for settlement made by the mediator.

Conflicts of Interest: I have disclosed prior relationships, if any, with the parties and counsel in this matter and the parties have agreed that they do not present a conflict that would prevent me from acting as mediator in this matter. In addition, I have not participated in social activities with any of the parties involved in this matter in the past 24 months. Finally, I affirmatively represent that there is nothing in the terms of prior dealings with the parties or counsel that would adversely affect my ability to serve as a neutral in this matter, based on the conflicts information that has been provided to me by counsel and the parties.

Responsibility of Payment: Please understand that I do not have a relationship with your client. I accepted this matter based on our professional relationship with you as counsel, and therefore consider counsel responsible for timely payment of all mediation fees.

Pre-Mediation Submissions: I encourage all parties to submit any materials they would like me to review prior to mediation. This will provide me with an understanding of the nature of the dispute and help me make the mediation session as productive as possible. Please email any such materials within seven (7)

days prior to the mediation to beth@schulmanadr.com and to my case manager, Jasmine King, at casemanager@schulmanadr.com.

If you have any questions about this engagement or my services in general, please do not hesitate to contact me or my case manager.

Unless you notify us in writing of any objection to the terms contained in this Engagement Letter within three (3) business days of your receipt of this Letter, the terms of engagement contained herein shall be deemed accepted by all parties and counsel to this case.

Once again, thank you for trusting me to help resolve this dispute. I look forward to working with you and your clients/representatives.

Sincerely,



Beth-Ann Schulman, Esq.