

Mediation Agreement

The parties named in the Mediation Agreement Information Rider (the “Rider,”) to this Mediation Agreement have been ordered or otherwise voluntarily agreed to mediate to try settle a lawsuit or other out of court dispute. The Rider as well as any applicable court order(s) of referral to mediation shall be incorporated by reference and made a part of this agreement.

I. Selection and Appointment of the Mediator

The parties and their attorneys have agreed to appoint and engage Thomas Meyer as the mediator, (“Mediator”) to try to help the parties formulate and reach a settlement to resolve some or all issues of their lawsuit or out of court dispute.

II. Disclosure – No conflict of interests.

The Mediator, each party, and counsel confirm that they have disclosed any past or present relationship or other information that a reasonable person would believe could influence the Mediator’s impartiality and that no apparent conflict of interest or appearance of a conflict of interest with the Mediator exists. If at any time, any Party has any concern about the impartiality of the Mediator, they agree to immediately raise their concerns with the Mediator at or prior to the start of mediation, whereupon the Mediator agrees to either satisfy their concerns or arrange for the appointment of another mediator.

III. Billable Fees and Expenses.

- a) A deposit / minimum earned fee, as set forth in the Rider is due at least 48 hours in advance of mediation. Payment of the remaining balance is due upon completion of the mediation.
- b) The Mediator’s time shall be billed at an hourly rate set forth in the Rider and shall include time spent to review materials and speak with the parties to prepare in advance for mediation, time spent in the mediation conference and time spent to follow-up after the scheduled mediation conference is concluded.
- c) The parties and their attorneys, jointly and severally, are obligated and agree to pay the Mediator for all their time and expenses as set forth in the Rider.
- d) Unless agreed and noted in writing otherwise, all mediation fees and expenses shall be allocated equally between the opposing parties (50/50 between plaintiffs and defendants.)

IV. Time and Place to Conduct Mediation

The time and place to conduct the mediation is set forth in the Rider.

V. Preparation - Pre-Mediation Case Summary

The parties are asked to provide the Mediator in advance of the mediation with copies of relevant documents such as pleadings, discovery and written agreements concerning the Dispute. The parties shall also prepare and provide the Mediator with a confidential pre-mediation case summary. Attached as an exhibit to this agreement, there is a suggested checklist of documents and issues to address in a pre-mediation case summary.

VI. Required Attendance at Mediation.

All parties to the Dispute are required to physically attend all mediation sessions in person unless otherwise ordered by the court. With the approval of the court and all the parties, mediations may be conducted by video conference. Non-parties may not attend without the permission of the parties and the consent of the Mediator. Corporations and all other non-natural parties must designate representatives with settlement authority to attend the mediation on their behalf.

The parties are not required to be accompanied by an attorney for mediation. Parties attending mediation without an attorney may still consult with and engage attorneys to help understand their legal rights and consequences prior to agreeing to sign and be bound to any agreement which may be proposed during mediation.

VII. Mediation Conference Procedures.

It is specifically understood that, unless expressly provided otherwise in writing prior to the commencement of the mediation, the conference shall be conducted in accordance with and subject to the provisions of applicable law and all other applicable court orders, rules and procedures governing mediations conducted by Florida Supreme Court Certified Mediators in the state of Florida. This includes but is not limited to the judicial immunity conferred upon the mediator and the confidentiality privilege provided each party under law. All the foregoing shall apply with the same full effect regardless of whether the mediation was ordered by the court or otherwise requested by the parties.

VIII. Confidentiality, Immunity, and Indemnification.

To enable the parties to discuss all aspects of their dispute freely and to enable the Mediator to assist the parties more effectively in reaching a voluntary resolution and agreement, the parties agree and acknowledge the following;

a) Conferences and discussions which occur in connection with mediation services provided pursuant to this Agreement shall be deemed confidential and privileged. This mediation shall be conducted in accordance with Florida Statutes 44.401 to F.S 44.406 which includes, without limitation, the Mediation Confidentiality and Privilege Act. All parties present for mediation and all other persons caused to be present during the mediation either in person, by phone or otherwise are all bound to these confidentiality and privilege laws.

- b) The Mediator shall have the same judicial immunity in the same manner and to the extent as a judge as provided in Florida Statutes 44.107,
- c) The parties understand that there is no attorney-client relationship between the Mediator and any party to this Agreement, and each party acknowledges that it will seek and rely on legal advice solely from its own counsel and not from the Mediator,
- d) The parties agree that none of them will call or subpoena the Mediator in any legal or administrative proceeding of any kind to produce notes or documents related to his mediation services or to testify concerning any such notes or documents or his thoughts or impressions. If any party attempts to compel testimony or production, such party shall be liable for and indemnify the Mediator for all liabilities, costs, and expenses, including attorney fees and lost professional time, which he may incur in resisting such compulsion.

IX. Role of the Mediator – No legal advice.

The parties acknowledge that they will seek and rely solely on the legal advice of their counsel and will not seek or rely upon the Mediator for any legal advice in connection with their evaluation and decision whether or not to enter into any settlement or other agreement discussed or proposed at the mediation or otherwise. Though the mediator may at times offer opinions, recommendations, or settlement proposals, the parties acknowledge that the Mediator is impartial and cannot act as advocate, legal advisor, representative or counsel for any party. The parties understand that the Mediator has no authority to make binding decisions, impose settlements nor require concessions by any party.

X. General Terms

This agreement may not be amended except in a subsequent writing signed by the parties. No party may unilaterally amend or nullify this agreement once it has been signed. The agreement when executed shall inure to the benefit of and be binding on the undersigned Parties as well as their respective attorneys, representatives, or other persons they have caused to be present during these mediation proceedings. In any action brought to collect any outstanding mediator fees and costs due hereunder, the mediator shall be entitled to receive a reasonable sum for its attorneys' fees and all other reasonable costs and expenses incurred in such action. This agreement may be executed in counterparts and shall be as valid as though all signatures were set forth on a single document.

SIGNED AND AGREED TO BY:

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Confidential Case Summary

- Describe the dispute or lawsuit.
- Please provide the name and title of all persons who will be appearing to mediate with full settlement authority on behalf of each corporate (non-natural) party.
- Is the dispute based / supported by one or more writings / contracts, emails, texts (attach) or oral communications? If so, please provide copies.
- Identify any applicable statutes. (for liability and/or damages)
- From your standpoint as plaintiff or defendant - What are the damages resulting from this dispute?

- Identify all important non-party stakeholders describing their role in the dispute.
- Are there any ongoing relationships (personal / business) between parties and other stakeholders that weigh upon the resolution of this dispute?
- Describe any significant personal conflicts that have/may impede settlement communications and negotiations.

- Were there any prior attempts to avoid or resolve this matter? Attach any prior written offers, counter offers of settlement? If so, please provide copies.
- Were there any prior attempts to mediate?
- Is this mediation court ordered? (attach court order)
- Please describe any pre-dispositions for or against mediation
- Please formulate terms you might offer or be willing to accept to settle the case.

- What are the primary points of disagreement? (e.g., applicable law / remedies, facts.)
- What are at least three things you would like to know from the opposing parties which may impact your view of the dispute?
- What are at least three things about your case that the opposing parties do not know that could impact their view of the dispute?
- Please describe (attach) all unanswered / unproduced discovery requests.

- Copies of Key Pleading: Complaint, Answer, Affirmative Defenses, Counterclaims
- Copies of Relevant Discovery: Interrogatories, Admissions, Deposition Transcripts
- Prior Court Orders / Pending Motions for Summary Judgment
- Upcoming Hearings?
- Trial Date?

Mediation Agreement Rider

Parties:

Fees:

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Time & Place of Mediation:

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