

A. Nicole Weaver, Esq.

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*Today's Date*

XXXXXXX, Esquire  
Attorney for Plaintiff  
XXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXX

XXXXXXXXXXXX, Esquire  
Attorney for Defendants  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

Re: \_\_\_\_\_ v. \_\_\_\_\_

Case No. \_\_\_\_\_

Dear Counsel:

This will confirm that the mediation conference in connection with captioned matter has been scheduled for [*Specific weekday*], [*date*], commencing at [*time*]. The mediation conference will be held at the [*location address and phone number*]. The location of the Mediation Conference is different from my mailing address. Please note the duties which follow and the deadline date of [*deadline date insert 4 days from today's date*].

Mediation Deposit and Fees

The fee is \$200.00 per hour for the mediation conference and preparation time, with a minimum time period of two hours. An initial mediation deposit in the amount of \$400.00, one-half to be paid by Plaintiff and one-half to be paid by Defendant, is due on or before [*deadline date*]. The deposit is applied to the two-hour minimum mediation fee. **Mediation Deposit Fee Invoice accompanies this letter.** In addition, all parties are advised to bring with them a check, in blank, for any charges incurred above the deposit should the mediation exceed two hours. Checks are to be made payable to Nicole Weaver-Hansen. It is the responsibility of each attorney to make prior financial or escrow arrangements with their clients to pay the mediation fee and participation in mediation is counsel's agreement to be financially obligated to pay the mediation fee.

In the event the initial mediation deposit is not received from each party, on or before [*deadline date*], the mediation conference may be cancelled by the mediator and rescheduled at such time as the deposit is received from both parties.

Procedures

I respectfully request that counsel provide me with copies of the following court papers in this case on or before [*deadline date*] if counsel so chooses to submit such, so that I may review them and become familiar with the issues:

1. Complaint
2. Answer
3. Counterclaim (if any)
4. Answer to Counterclaim (if any)

5. Crossclaim (if any)
6. Answer to Crossclaim (if any)
7. Third Party pleadings (if any)

If you would like to submit a Confidential Mediation Summary setting forth those factual, legal, and “non-legal” issues which are important to you and/or your client, please feel free to do so. In a summary it would be helpful to identify any areas of agreement and “how far apart” you are in those areas of disagreement.

I request your permission to have one Observer present at the mediation conference for training and mentorship purposes should the need occur. The Observer will be subject to all applicable rules of confidentiality and privilege. If any party does object for any reason, no Observer will be allowed. At your earliest convenience, please advise me of any objections you, or your client, may have to an Observer.

The above date and time has been set aside for this Mediation Conference and \_\_\_\_\_ ( ) hours have been reserved. If more than \_\_\_\_\_ ( ) hours will be required, please advise counsel for the other party and me, so everyone can plan accordingly.

Please be advised that as the mediator, I am neutral intermediary and will provide neither legal advice nor legal services to any party. I will not act as an advocate, representative, or counsel, on behalf of any party. The mediation services provided are not legal services and the protection of an attorney-client relationship does not exist. Also, I have no authority to adjudicate any aspect of the dispute, make binding decisions, impose settlements, nor require concessions by any party.

If you anticipate that any individual other than the named parties and their counsel will be attending the mediation conference, please notify the other side in advance of the mediation conference to get agreement as to the attendance of such person. I would like to be informed of any such agreement. If no agreement can be reached on the presence of a non-party, then please consider obtaining a court order regarding such attendance. This will avoid surprises at the conference.

#### Cancellation Policy

In the event that a settlement agreement has been reached or the mediation needs to be rescheduled, please notify my office immediately at 407-263-3006, 72 hours prior to the Mediation Conference to avoid the cancellation fee charged to both parties upon cancellation. The cancellation fee is the equivalent of the two-hour minimum fee. If the Mediation Conference is cancelled within 72 hours prior to the originally scheduled Mediation Conference, rescheduled, and actually held, within thirty (90) days of the date of cancellation, the cancellation fee will be applied to the two-hour minimum fee for the rescheduled Mediation Conference.

#### Settlement Proposals and Agreement Preparation

During your client preparation for the Mediation Conference, please discuss the various resolution options you and your client may consider proposing during the mediation session.

If there have been any settlement agreements drafted in connection with captioned matter, or if you have particular “boilerplate” language to incorporate into the Mediation Agreement, or release forms and stipulations for dismissal in Circuit Civil cases, which you

prefer, I would appreciate it if you would bring such documents [hard copy, CD, flash or USB “thumb” drive] with you to the conference. At the conclusion of the negotiations during the conference, it would be beneficial for everyone to devote sufficient time to preparing the mutually acceptable mediation settlement agreement. Providing the drafts in the formats referred to may facilitate this part of the mediation process. Alternatively, if the time allocated for this conference does not allow for the preparation of the written settlement agreement, another mediation conference can be scheduled and dedicated to that purpose.

Each party should be aware that they have a right to have any settlement agreement developed as a result of the mediation conference reviewed by a lawyer before signing the agreement.

#### Americans with Disabilities Act

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the above Mediator’s office not later than five (5) business days prior to the mediation conference.

#### Disclosure

Pursuant to Rule 10.340 of the Rules for Certified and Court-Appointed Mediators, I request that you inform me of any potential or actual conflict you or your client may be aware of regarding my serving as mediator in this matter. I am unaware of any such conflict.

If you have any questions, or need additional information, please contact me at your earliest convenience.

Very truly yours,

Nicole Weaver-Hansen  
Certified Circuit Civil Mediator