

Re:

Civil Action No.

Dear Counsel:

Thank you for selecting me to mediate this dispute. This letter confirms the engagement and outlines my expectations for the process based on my experience for successful mediations. Of course, this is your Mediation and the parties can alter any of these procedures by agreement.

Stohler ADR PLLC does not have a conflict.

The Mediation will be held on _____ 9:30 a.m. via Zoom Technologies. The Mediation is not expected to exceed one day although I am available to work past normal business hours on that day. We can discuss my availability for subsequent sessions if necessary. My expectation is that the appropriate parties will be present with the authority to settle the case.

Please send confidential, ex-parte pre-Mediation statements by _____, 2020. Please make sure the statements provide me the factual background, the key pleadings, a chronology, an overview of the legal issues and relevant law, potential damages, your current settlement positions and any obstacles to settlement. Please identify who will be present at the Mediation.

My expectation is that the usual rules regarding my role as a mediator will be followed. That is, the process will be private and confidential, and I will not be expected to testify in any further proceeding. I also will not be held liable for any act or omission in connection with the Mediation. I will explain these points to the parties at the beginning of the Mediation. My procedure will be informal based upon what seems appropriate at the time. We will plan not to have opening statements.

The parties have agreed to split the payment of my fees. My current hourly rate is \$ _____. I will charge by the hour for reviewing the pre-Mediation statements, the day of the Mediation, and any services rendered following the Mediation. In the event the Mediation is cancelled less than one week before the Mediation date, a cancellation fee of two hours (\$_____) may be charged, except in emergency or other similar circumstances.

Please send a \$5,000.00 retainer in advance of the Mediation. We will send a supplemental itemized invoice if the fees and expenses exceed this amount. Invoices will be sent in the first few days after the end of the month in which the Mediation occurs. Invoices will be sent electronically, and if possible, parties are requested to pay electronically. STOHLER ADR PLLC accepts credit cards.

Of course, you have the right to terminate my services at any time. We will observe the Rules of Professional Conduct in this regard. If a dispute arises out of the obligation to pay STOHLER ADR PLLC's fees and expenses, it will be resolved by binding arbitration. That arbitration will be conducted before a panel of attorneys and laypersons. The rules for arbitration and fee disputes adopted by the Connecticut Bar Association will govern the arbitration.

Again, I appreciate you selecting me as your Mediator. If you have additions or modifications to this letter, please let me know. Otherwise, please sign and return this signed engagement letter with your portion of the retainer no later than the date of the Mediation.

Very truly yours,

D. Charles Stohler

Plaintiffs,

Defendants,

