

JAYNE WEBB-MARTIN, ESQ.

1415 Hendry St.
P.O. Box 1470
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August 5, 2013

John White
337 Main Street
Fort Myers, FL 33901

Re: Mediation Conference
Friday, November 15, 2013

Dear John:

I appreciate the opportunity to serve as your mediator. We will need an agreement to mediate. Please review this letter as it contains what I propose be our agreement.

We have an initial mediation meeting scheduled to begin at 10:00 a.m. on November 15, 2013. We will hold the conference at the address listed on my letterhead above which is at the law offices of Deboest, Stockman, Decker, Hagan, Cheffer and Webb-Martin. You should find adequate parking in the firm parking lot. I have reserved up to three (3) hours for our conference though we may not need all that time depending on the issues you wish to discuss. I will use this time to make sure both of you understand and are comfortable with the mediation process.

My fee for mediation services is \$200 an hour. Generally speaking I would expect each of you to pay half of the hourly rate unless there is an agreement between you for a different arrangement. An invoice will be presented at the end of each session. Please plan to pay by check or cash at the end of our session(s).

Mediation is governed by Florida law. Generally here is what you can expect:

1. DUTIES AND RESPONSIBILITIES OF THE MEDIATOR

- a. Each person's right to self-determination. Mediation is absolutely voluntary and respects each participant's right to choose and determine their future.
- b. Role of the Mediator. Although I am a licensed attorney in Florida, I will not be able to give you individual legal advice or tell either or both of you what you should do. You are and will be encouraged to consult with an attorney of your choice at any stage before or during the mediation so as to better understand the choices and agreements we may contemplate.
- c. Private Communications with Parties. It may be necessary, during the course

of mediation for me to speak with either or both parties privately and individually.

- d. Adjournments. Either of you may terminate your participation at any time. I may also adjourn the mediation conference at any time.
2. DUTIES AND RESPONSIBILITIES OF THE PARTICIPANTS
 - a. Mediate in Good Faith. You are expected to participate in this process in “good faith.” That means you are willing and able to do your best to try and work towards a resolution of the issues we agree to mediate. There is no guarantee that we will be successful at obtaining a resolution of every issue though we can write up as many issues as the two of you can agree on and leave the remaining issues for another session or for a court of law to resolve.
 - b. Rules of Conduct. We will not interrupt each other. A full opportunity will be provided to respond to any statement that needs comment. To the extent possible we should not dwell on events of the past but should be forward looking. Comments that belittle or injure the other person are completely unhelpful and should be avoided. If you think I need pertinent information that is likely to cause the other party anger or irritation please request you and I have a brief meeting individually.
 3. FAILURE TO APPEAR. I reserve the right to charge a cancellation fee of \$200 to the party who does not show up to a scheduled mediation and fails to give me 24 hours notice of the need to cancel.
 4. CONFIDENTIALITY. All oral or written communication during our conference is confidential. Nothing said by any of us during our conference can ever be admissible in court. (A few very narrow exceptions to this will be discussed at the conference).
 5. AGREEMENT. Our goal is to reach an agreement that we reduce to writing and which will settle each of the issues in your divorce. You will then be able to file that agreement with the court and ask the court to enter your agreement as the court’s order.
 6. WHAT TO BRING: If you have a Family Law Financial Affidavit (you can download a copy on the internet by searching the title of this document) and have the time to fill that document in before your session that would be helpful. Otherwise, I will provide you the form in our first introductory session. Also if you have accounts or assets that your spouse is not aware of bring a recent statement from that account. Generally speaking please try to make a list of all the assets and liabilities you know of that have been acquired during your marriage. We may also also need a recent pay stub, your most recent W-2 or some other indication of your income. If you have children we will also need to know how much everyone’s health insurance costs broken down by individual. If there are day care costs please also bring a document that indicates what those are each month or year.
 7. FINISHING YOUR DIVORCE. If we are successful at mediation (sometimes it takes more than one or two sessions for a variety of reasons) I will talk to you about your options for proceeding with filing your own divorce or hiring an attorney to do it for you.

There will be ample time to discuss any questions you have about this agreement to mediate. At mediation you will be asked to sign that you have

READ, APPROVED AND ACCEPTED THIS DOCUMENT AS OUR AGREEMENT:

Jayne Webb-Martin
Certified Family Mediator

John White

I look forward to working with you on Friday, November 15th.

Very truly yours,

Jayne Webb-Martin, Esq.
Certified Family Mediator