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Dear Counsel:

Thank you for your inquiry that I act as mediator in your case.

1. **Fees.** I charge \$380 per hour including travel time plus costs, if any, payable by the attorneys. I require a \$4,000 retainer. I will either refund any unused portion or bill you for the balance at the end of the mediation. Unless counsel otherwise agree in writing, the fees will be equally divided between the parties. I invoice time spent preparing for and meeting with counsel or parties prior to the mediation; communicating by phone, fax or email with counsel or the parties; preparing for, traveling to and conducting the mediation hearing, including time to review the claims and briefs of the parties. No cancellation fee is charged if the matter settles prior to the mediation, however the parties shall remain responsible for time spent up to written notification of the settlement plus expenses such as travel expenses.
2. **Conflicts.** Please advise me immediately of all people and entities (including members or directors thereof) involved in this dispute, so I can check conflicts.
3. **Pre-mediation meeting.** Conferring with counsel before the mediation often allows me to better prepare for an efficient and effective mediation. Please let me know if you think it would be helpful for me to meet in person or by phone with you, or you and your client, prior to the mediation date. If I don't hear from you, I will assume you do not want to meet. Both sides acknowledge and consent for such a meeting. The purpose of such a meeting is to discuss the mediation process and expectations, *not to discuss the dispute.*
4. **Email address.** Please send me your email address and your mailing address when you return this agreement to mediate.
5. **Settlement statement.** Five (5) days before the mediation, I would appreciate a short statement of your client's position on the issues with relevant exhibits attached. A copy of this statement should **not** be served on the other side and shall remain *confidential*. The statement should be limited to five to ten (5-10) pages, and concisely state:
  - The relevant facts.
  - The legal issues.
  - Your assessment of what is the biggest impediment to settlement.
  - Your assessment of how I can help overcome this impediment.
  - The settlement proposal that your clients believe is fair or which your client would be willing to make to conclude the case; and
  - Any other matters which would assist me in conducting the mediation.

The confidential settlement statements by the parties provide me with a roadmap to settlement and helps me formulate the best possible opening approach. I will shred/destroy them promptly after the mediation. Be frank.

6. **Settlement agreement form.** I have found it helpful if counsel have agreed upon a form settlement agreement with standard provisions prior to the mediation since, if a settlement is reached, it is better to get something in writing before the parties leave. My goal is to provide finality and certainty with the signed the settlement agreement.
7. **Miscellaneous.** Signing the bottom of this letter is an agreement by you and by your clients that my fees are agreeable and that:
  - a. *All communication during the mediation shall be confidential* as well as privileged settlement discussions, made without prejudice to any party's legal position, and are not discoverable, and are inadmissible for any purpose in any legal, administrative, or other proceeding.
  - b. All parties and persons involved in the mediation agree not to:
    - i. call the mediator as a witness in any subsequent litigation over any agreement or terms of any agreement reached in this mediation; and
    - ii. raise the issue of a potential or real waiver of the attorney/client privilege based on having third parties present at any time during or in preparation for the mediation.
  - c. All parties and persons involved in the mediation agree not to make any claims against the mediator relating to matters occurring or arising from the mediation or any agreement relating thereto.
  - d. You and your clients agree to waive conflicts, if any, that are disclosed.

If this is acceptable and you want to move forward with the mediation:

- ✓ Sign the bottom of this letter and email it to me and opposing counsel.
- ✓ Check with your client and confirm your client will be present at the mediation.
- ✓ Both sides must have paid the retainer 21 days prior to the mediation.

Sincerely,

Lee I. Iglody, Esq.

I agree to the above.

By: \_\_\_\_\_

By: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_