KAY FAMILY LAW PLLC

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Fellow of the American Academy of Matrimonial Lawyers
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Florida Supreme Court Certified Family Law & Appellate Mediator
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RE: Mediation Terms

Thank you for selecting me to mediate your matter. By participating in mediation with **Sarah E. Kay, Esq., BCS**, the parties and their counsel agree to mediate in accordance with the following terms:

## FEES

The mediator's fee is **$300 per hour**, with a **minimum charge of $600 (two hours)**. Time is billed in tenth of an hour increments. Unless otherwise agreed by the parties or ordered by the Court, mediation fees shall be divided equally among the parties.

Pro se parties must pay their minimum share before the commencement of mediation. **All outstanding mediation fees must be paid before participants log off the mediation session**. All parties **MUST** be ready to with:

- Debit/credit cards using this **SECURE PAYMENT LINK**
- Venmo to @Skay-5tpa
- Zelle to Sarah@kayfamilylaw.com

**Attorneys are responsible for ensuring that sufficient funds are available to satisfy their client's share of the mediation fees.** If the client does not pay the mediator directly at the end of the mediation, counsel agrees to be responsible for payment of the client's share of the mediation fees.

A mediation cancelled with less than one business days' notice may be subject to a **$600 cancellation fee**, divided equally among the parties.

## MEDIATOR'S ROLE

Mediation is a confidential process in which a neutral mediator helps the parties identify issues, explore settlement options, and work toward a voluntary resolution. The mediator is not a judge, arbitrator, or advocate for either party; does not decide the case, determine who is right or wrong, impose a settlement, provide legal advice, or guarantee a particular outcome. All settlement decisions remain solely with the parties, who should rely on their own attorneys for legal advice regarding their rights, obligations, and any proposed agreement.

## VOLUNTARY PARTICIPATION

Participation in mediation is voluntary, and no party is required to settle. Participants are expected to engage respectfully and in good faith and to promptly notify the mediator of any concern affecting their ability to participate freely, safely, or meaningfully.

## AUTHORITY TO SETTLE

Each party attending mediation shall have full authority to negotiate and settle all issues being mediated.

## CONFIDENTIALITY

Mediation communications are confidential to the fullest extent provided by Florida law, including the Florida Mediation Confidentiality and Privilege Act, §§ 44.401-44.406, Florida Statutes, and applicable court rules. Except as otherwise provided by law, mediation communications, including settlement discussions and caucus communications, are confidential and generally may not be disclosed or used in subsequent proceedings.

## VIRTUAL ATTENDANCE

Mediation will be conducted via Zoom (https://zoom.com). By participating, all parties agree to mediate using Zoom. Participants are responsible for testing their technology, maintaining reliable internet access, and remaining available throughout the mediation. Participants must attend from a private location, disclose anyone able to see or hear the mediation, and ensure that no undisclosed person observes or participates.

**No portion of the mediation may be photographed, recorded, screen-captured, transcribed, summarized by AI, or otherwise preserved without the consent of the mediator and all participants.**

**Participants may not attend mediation while driving.**

## SEPARATE SESSIONS (CAUCUSES)

The mediator may conduct joint sessions and private caucuses. Caucus communications are confidential unless the participant authorizes disclosure or disclosure is required by law.

## ACCESSIBILITY AND INDIVIDUAL NEEDS

Participants requiring accommodations, interpreter services, scheduling modifications, breaks, or other assistance should notify the mediator in writing before the start of mediation. The mediator may not serve as interpreter.

## MEDIATION MATERIALS

Parties are encouraged to submit mediation summaries and relevant documents at least two (2) business days before mediation. Materials submitted solely for the mediator's review will be treated as confidential unless otherwise authorized to share them.

## MEDIATOR'S USE OF AI

The mediator may use artificial intelligence ("AI") tools in connection with the mediation. The mediator will maintain confidentiality and, when practicable, remove

or anonymize personally identifiable information before using such tools. Any objection must be made in writing at least twenty-four (24) hours before mediation; otherwise, consent shall be deemed given. The mediator will honor timely opt-outs.

## SETTLEMENT AND AGREEMENT DRAFTING

If a settlement is reached, the parties are encouraged to memorialize it in writing before concluding the mediation. At the parties' request, the mediator may act as a scrivener but does not provide legal advice or assume responsibility for the agreement's legal sufficiency or enforceability.

## MEDIATOR PROTECTION

To the fullest extent permitted by law, the mediator shall not be compelled to testify, provide affidavits, declarations, documents, records, notes, work product, mental impressions, recollections, or any information relating to the mediation. The mediator's notes, records, and work product are confidential and may be destroyed at any time after the mediation.

The parties and counsel agree not to subpoena, depose, compel, or otherwise seek the mediator's testimony, appearance, records, or disclosure of any mediation-related information in any proceeding. If any such effort is made, the person or entity initiating, supporting, joining, or failing to withdraw the request shall be jointly and severally responsible for all fees, costs, and expenses incurred by the mediator in responding thereto, including attorney's fees, preparation time, travel, waiting time, attendance, document review, testimony, lost professional income, and all other related expenses, whether or not any testimony is ultimately given or materials produced. This obligation shall survive the conclusion of the mediation.

## ACKNOWLEDGMENT

By participating in mediation, the parties and their counsel acknowledge that they have read and understand these Mediation Terms, understand the mediator's limited role as a neutral facilitator, and agree to participate in accordance with these terms.

Thank you, again, for the opportunity to assist the parties! I look forward to actively working with all of you towards an amicable resolution of the pending issues.

Sincerely Yours,

*Sarah E. Kay*

Sarah E. Kay, Esq. BCS
*Sent after review.*