

Full-Day Mediation (subject to Case-Specific Considerations, below)

	In-Person Austin or Zoom <small>(everyone attends virtually)</small>	In-Person Dallas, Houston or San Antonio <small><i>Includes</i> daytrip travel expenses & time</small>	In-Person Elsewhere in Continental US <small><i>Includes</i> travel expenses & time, including on 2 travel days</small>	In-Person Outside Continental US
2 parties	\$5,000 / party	\$6,000 / party	\$16,000 / party	Email me for a fixed fee quote based on location, anticipated travel expenses, nature of your dispute and number of parties.
3 parties	\$4,000 / party	\$5,000 / party	\$11,500 / party	
4 parties	\$3,500 / party	\$4,500 / party	\$9,000 / party	
5 parties	\$3,000 / party	\$4,000 / party	\$8,000 / party	
6–10 parties	n/a	\$3,500 / party	\$6,750 / party	
>10 parties	n/a	negotiable		

What’s included. Subject to Case-Specific Considerations below, the above fees are per day and include:

- A true “full day.” If I’m done by midnight (for Austin or Zoom sessions), catch a last flight home (for Dallas, Houston or San Antonio sessions), or get back to a hotel that night (for other sessions), your fee has it covered.
- Preparation, including pre-session calls with all parties’ counsel.
- All travel expenses and time, including for non-daytrip sessions needed travel days and two nights’ lodging.
- Up to 2 hours of any needed follow-up in succeeding days or weeks (thereafter at \$900/ hour divided equally)

What a “party” is. A “party” is one or more participants represented solely by the same counsel. Having separate counsel results in being a separate mediation “party” without regard to issue alignment. Also, if the number of parties changes before mediation day, the fee would change with appropriate increase or decrease of the fee.

What the rates reflect. The fees reflect the demand for my services across the country, the nature of these cases, and the commitment parties are expected to bring to the process.

Other Fee Considerations and Charges

Case-specific Considerations. A different per-party fee may apply if extended preparation or post-session work is anticipated or in particularly complex cases. Thus, where the amount in controversy exceeds US\$10 million, I charge an additional \$1,000 per party above standard fees. For mediations anticipated to involve multiple sessions and work over several months, I charge \$900 per hour plus expenses with a retainer.

Post-session Supplemental Billing. If pre-session work was substantially more than reasonably anticipated, post-session follow-up exceeded 2 hours, or (for Texas mediations only) I missed that last flight home causing me to return home the next day, I charge \$900 per hour (divided) for the additional time, plus unanticipated expenses.

Other Possible Charges. The parties are responsible for charges that may be associated with in-person mediations not held the office of one of the attorneys—typically use of a conference facility. If I need to reserve a conference facility, I anticipate any charges in advance and incorporate it into a revised per party fee.

Half-day Mediations: I do not do half-day mediation sessions unless they are a follow-up to a previous full-day mediation session or part of an extended hourly retention.

Payment, Cancellation and Other Policies

Payment Due Date and Guarantee. Payment must be received three (3) weeks before the mediation payable to Van Osselaer Dispute Resolution PLLC (Tax ID # 46-4228210). If fees are not timely received from all parties, the session is subject to cancellation. Additional charges, if applicable, are billed promptly after the mediation and due upon receipt. All fees and charges are guaranteed by the party and by the party’s counsel.

Cancellation Fee. If a mediation session is canceled for any reason (including lack of timely payment by any party), a cancellation fee is deemed earned and will be assessed against all parties, as a joint and several liability. If cancellation is on less than fourteen (14) days’ notice the cancellation fee is 50% of total billed fees (plus any non-refundable expenses), with the total billed fees fully earned ten (10) days before the first scheduled mediation day.

Acceptance of These Terms. Participation in the mediation, including by any pre-session substantive or administrative communication with me, submission of a mediation statement, or mediation attendance constitutes agreement to these terms and to the terms of the confirmation email and the *Mediation Details* document incorporated therein.