

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION  
www.flsb.uscourts.gov

In re:

Case No. 22-15714-PDR

POMPANO SENIOR SQUADRON  
FLYING CLUB, INC., a Florida  
corporation,

Chapter 11  
(Subchapter V)

Debtor.

---

POMPANO SENIOR SQUADRON  
FLYING CLUB, INC., a Florida  
corporation,

Adv Proc. No. 22-01236-PDR

Plaintiff,

v.

CARL KENNEDY, individually,

Defendant.

---

**NOTICE OF MEDIATION**

**YOU ARE HEREBY NOTIFIED**, pursuant to the agreement of the parties and the provisions of Florida Statutes, Chapter 44 and/or Fla.R.Civ.P. 1.700 – 1.730, a Mediation Conference has been scheduled as follows:

**Mediator:** *MARC C. BROTMAN*  
**Mediation Date:** *Tuesday, June 27<sup>th</sup>, 2023*  
**Mediation Time:** *10:00 A.M.*  
**Mediation Location:** *\*\*VIA ZOOM\*\* link to be sent via separate email*  
**Time Reserved:** *5 hours*  
**Mediation Fee:** *Due upon receipt of invoice*

---

**CONDUCT OF MEDIATION**

The client or representative with full authority to settle, other than counsel, should be present at the mediation conference. Unless otherwise agreed by the parties or ordered by the presiding judge, the mediation will be conducted in accordance with Fla.R.Civ.P. 1.700 - 1.730, and Chapter 44, Florida Statutes, including its protections of privilege, confidentiality and immunity. All parties acknowledge that

the mediation conference is a privileged proceeding involving confidential communications as set forth in Chapter 44, Florida Statutes. It is further acknowledged that the mediator is neutral and may not provide legal services, representation or legal advice to participants of the mediation conference.

**PRE-MEDIATION SUBMISSIONS**

The mediator will review any documents and materials you may regard as relevant. We request that you provide this office with such materials together with a case summary at least five (5) days prior to the mediation.

**MEDIATION FEES**

The rate charged by Marc Brotman for services rendered will be based on the following rates:

1. For a standard, two party mediation - \$600.00 per hour (“hourly rate”), for a three (3) hour minimum.
2. For a multi-party mediation (three parties or more) - \$200.00 per hour, per party, with a three (3) hour minimum.
3. If the parties reserve the entire day, a four (4) hour minimum will apply.
4. Pre-mediation meetings and conference calls, review of submitted materials and related research, as well as the scheduling of mediation, issuance of any mediation reports – no charge for the first hour, and \$600.00 per hour thereafter.
5. Post-mediation conference calls, meetings and review of additional materials – no charge for the first hour, and \$600.00 per hour thereafter.
6. In the event of cancellation less than two days (48 hours) before the date set for the mediation conference, the parties will be charged a two (2) hour disruption fee.

**FEE AND EXPENSE ALLOCATION**

Unless otherwise directed and/or agreed upon by the parties, the total mediation fee will be allocated equally among all parties who participate in the mediation process. A bill will be submitted to each party following the conclusion of the mediation. ALL BILLS ARE PAYABLE AND DUE UPON RECEIPT. Follow up work performed after the mediation session may be billed by separate invoice. In the event a dispute arises between the parties concerning the mediation conference or Mediation Settlement Agreement, which requires the mediator to attend a Court Proceeding, mediator shall be entitled to recover from the parties, and their counsel jointly and severally, his/her fees at the hourly rate set forth herein above.

**FINANCIAL RESPONSIBILITY FOR MEDIATION CHARGES**

While it is understood that the Boca Mediation Group invoice may be subject to reimbursement and/or payment from and/or by your client or may be forwarded to your client for direct payment, this engagement (without security deposit) has been accepted in reliance upon either our relationship with you and your firm and/or to facilitate scheduling and reserving the time of the mediator. In other words, Boca Mediation Group is extending credit to your law firm, and not to your client. Should your firm not agree to assure payment, please advise us in writing no less than ten (10) days before the mediation, together with the name and contact information of the financially responsible client representative, in order that we may invoice directly for a security deposit. The security deposit will be the equivalent of your client's responsibility for the minimum time reserved. Counsel and the parties agree that their appearance at the mediation conference shall make them jointly and severally responsible for their respective share of the mediator's fee. The attorneys are responsible for making prior financial arrangements with their clients or escrow arrangements to pay the cost of mediation. The mediation fee will be billed to the attorney, and the mediator looks to the attorney for payment since the mediator has no way of knowing the client or judging the creditworthiness of the client. If the mediation invoice is not paid within thirty (30) days, and Boca Mediation Group files either a motion with the Court and/or institutes a lawsuit to compel payment, the parties and their counsel shall be jointly and severally responsible for all attorney's fees, costs and interest in relation to said collection efforts in the event that Boca Mediation Group is the prevailing party.

**NO SCHEDULING, FACILITIES AND/OR ADMINISTRATIVE CHARGES**

There is no scheduling, facilities and/or administrative charges. If a party to the mediation desires that the mediator conduct a pre-mediation review of extensive records and/or materials; in that event the party desiring such review will be charged for time spent at the mediator's rate set forth herein above.

**BOCA MEDIATION GROUP, LLC**  
**137 West Royal Palm Road, Suite A**  
**Boca Raton, FL 33432**  
**Telephone: 561-757-1184**  
**Fax: 561-417-5561**  
**[Marc@BocaMediationGroup.com](mailto:Marc@BocaMediationGroup.com)**

**By: /s/ Marc C. Brotman**  
**MARC C. BROTMAN**  
**MEDIATOR, #34325 R**