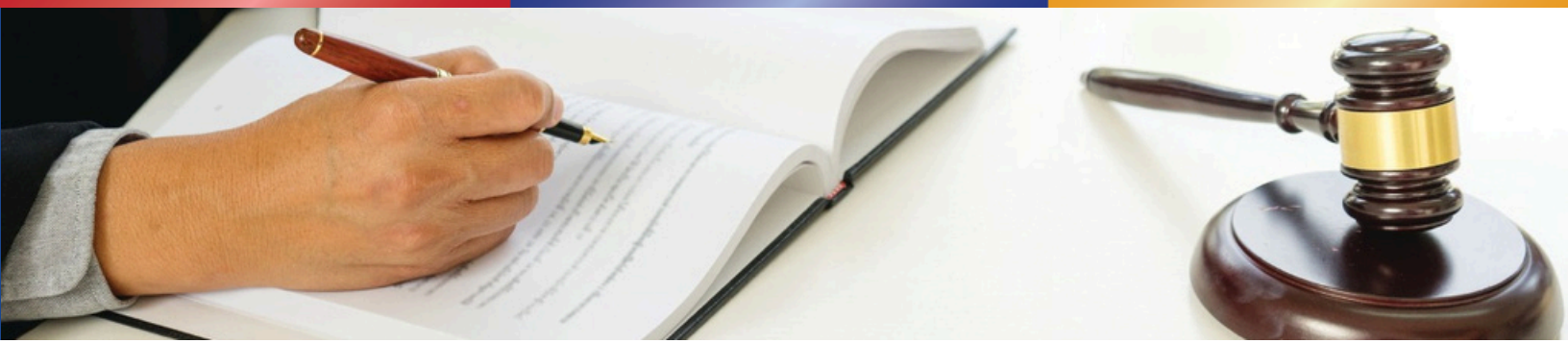
Weinstein International Foundation
MEDIATING A BETTER FUTURE

# 2026 MEDIATION WRITING COMPETITION IN ROMANIA



PELIGRAD LAW | TAILORED TACTICS

ADR Center ROMANIA

**THE WEINSTEIN INTERNATIONAL FOUNDATION,** in collaboration with Senior Fellow Constantin Adi Gavrilă, is proud to announce the 6th Edition of the International Mediation Writing Competition in Romania, supported by Peligrad Law, Faculty of Law, University of Craiova and ADR Center Romania.

Law students from Romania (any year, including Master level) who are not yet law practitioners are invited to register their interest and write a mediation memorandum on behalf of a client preparing to participate in the mediation of a litigated dispute.

The top paper in Romania will be awarded a cash prize of **$1000 (USD).***

**Deadline for submissions in Romania is** January 5**, 2027.** The announcement of the winner from Romania and other countries will take place during an online global event

Interested students may register to participate using the following link or by scanning the QR code.
**REGISTER HERE**: https://forms.gle/q5WzqcBPMd9KVvfR6

For more information, visit:
**https://drept.ucv.ro/relatii-internationale/international-mediation-writing-competition.html**

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# International Mediation Writing Competition

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Weinstein International Foundation
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International Mediation Writing Competition

## INSTRUCTIONS FOR STUDENT PARTICIPANTS

The Weinstein International Foundation invites you to enter this year's International Mediation Writing Competition.

**The competition is open to all full-time enrolled law students who are not yet qualified, practicing lawyers, from law schools located in participating countries.**

The competition is intended to increase student interest in mediation, enhance the skill level of advocates in the mediation process and to raise the level of quality for the written memoranda submitted prior to mediation.

To find out more regarding student participation in the competition, including country specific competition deadlines, please contact the Senior Fellows who are leading the competition in their respective countries. You can also send an email to **info@weinsteininternational.org**.

Your memoranda must not exceed 2500 words, with one part (at least 60%) to be shared with the other party and the mediator and the other part to be kept confidential between you and the mediator. You may be creative in your writing style but you are not allowed to add facts that are not included in the case.

All entries will be anonymized. Entries will be judged based on criteria that test your ability to marshal facts, law and procedural history effectively, your ability to be persuasive without alienating the other side, to suggest ways that the mediator might be able to maximize the likelihood of a successful mediation and, of course, your writing ability.

The maximum award for first place mediation briefs is $1,000 (USD).

Please submit your completed memoranda to **wif.mediation.ro@gmail.com** as an email attachment.

**Follow us on Social Media:**
Instagram**:** @wif.mediation.competition.ro
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International Mediation Writing Competition

## ADDITIONAL INSTRUCTIONS REGARDING ARTIFICIAL INTELLIGENCE

This competition is a wonderful learning journey that will help you acquire mediation skills that will serve you throughout your legal careers, such as information gathering and negotiation strategy.

AI tools can be a great asset for any professional when used appropriately. Their use for specific educational purposes is not prohibited; however, we want to ensure that your submission is the product of your own thought and effort, and not simply the result of an AI prompt. **To guarantee a fair process for all participants, we have established a clear submission process. Please read all the following steps carefully, as submissions that do not follow these guidelines will not be considered.**

1. Before writing anything, create a Google Doc. If you do not have a Google account, you can create one for free just for the competition and delete it afterwards if you wish.
2. Right from the start, click the "Share" button in the top right corner and share the document with the following account, granting editor access: _____
3. Once you have shared the document, you can begin drafting directly in Google Docs. You may edit your submission as many times as you like until the deadline. Only the final version will be considered.

Please pay close attention to the following:

- Do not draft your submission in another document and then copy and paste it into Google Docs. Google Docs records the full editing history of every document, including when and how text is entered. Large blocks of text appearing all at once are a clear signal that the work was not written organically, and this will lead to disqualification.
- All submissions will be reviewed to verify that the text was written at a natural human typing and editing pace and does not contain copy-pasted sections or identifiable AI-generated patterns.

We are applying this rule to make sure the score you receive truly reflects your own reasoning and creativity. We also know that using AI to write your brief would deprive you of the most valuable part of this exercise: developing your own strategic thinking.

You will not be penalized for minor language or grammar mistakes. Originality, critical thinking, and the quality of your argumentation are what will be rewarded.

We look forward to reading your work. Good luck!

Weinstein International Foundation
MEDIATING A BETTER FUTURE™

International Mediation Writing Competition

## INSTRUCTIONS FOR JUDGES

On behalf of the Weinstein International Foundation (hereinafter "WIF"), we would like to thank you for agreeing to act as a judge in this year's iteration of the WIF International Mediation Writing Competition. This short memo is meant to help guide you through the process of judging entries to the competition.

As a judge, you will be reading a number of short memoranda written by law students who are acting as advocates in a mediation scenario. The memoranda should not exceed 2500 words, with a division of the memo into an open part (intended to be shared with the other party) and a closed part (intended to be kept confidential between the mediator and the author). You will be judging the memos according to nine criteria. These criteria (spelled out in more detail in the attached "Criteria for Judges") are:

-Summarizes facts effectively, accurately and completely
-Uses law appropriately (The applicable law is the law that students are taught at their law school)
-Persuades the other side about the strength of the author's claim
-Invites the other party to negotiate in good faith
-Offers a helpful description of negotiation history
-Offers a realistic assessment of the obstacles to settlement
-Proposes useful and workable strategies to help guide the mediator in determining his approach
-Effectively breaks down information between the open part and the closed part
-Is generally well-written

Each criterion will be awarded equal weight along a four-point scale, as follows:
POOR (OR MISSING) = 0
FAIR = 1
GOOD = 2
EXCELLENT = 3

The highest score an author may obtain is 27 points

Your role involves four discrete tasks.

1. Read these instructions in their entirety. Please raise any questions you may have about the instructions before taking any additional steps.
2. Read this year's problem (attached) a few times to get a sense of the scenario and the role of the advocate.
3. Read each entry/memorandum and grade each of the criteria on a copy of the "Grading Sheet for Judges" (attached). You need merely to place an "X" or a check in the appropriate box to the right of each criterion.
4. Return completed sheets as indicated according to the specific instructions provided for your local context.

Thank you very much for agreeing to judge this competition. We hope that this event helps raise awareness of the importance of mediation in the world of dispute resolution, and also of the importance of good advocacy in mediation. Your contribution in this competition will turn that hope into reality.

Weinstein International Foundation
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# International Mediation Writing Competition

## GRADING SHEET FOR JUDGES

***NAME (OR NUMBER)*** OF PARTICIPANT _____

TOTAL POINTS AWARDED _____

JUDGE'S NAME _____

DATE ENTRY WAS JUDGED _____

| | 0 points (POOR or MISSING) | 1 point (FAIR) | 2 points (GOOD) | 3 points (EXCELLENT) |
|---|---|---|---|---|
| Criterion 1: Summary of Facts | | | | |
| Criterion 2: Use of Law | | | | |
| Criterion 3: Persuasiveness | | | | |
| Criterion 4: Invitation to Negotiate | | | | |
| Criterion 5: Negotiation History | | | | |
| Criterion 6: Assessment of Obstacles | | | | |
| Criterion 7: Proposes Mediator Strategies | | | | |
| Criterion 8: Breakdown between Open and Closed Parts | | | | |
| Criterion 9: Quality of Writing | | | | |

If you have any other comments or feedback for the author, please include it with this form. That feedback will be forwarded to the author but unless you specify otherwise, your name will be omitted from the score sheet and feedback.

## CRITERIA FOR GRADING

### CRITERION ONE: AN EXCELLENT MEMO SUMMARIZES FACTS EFFECTIVELY, ACCURATELY AND COMPLETELY

This memo must not exceed 2500 words. Any memo that exceeds the limit should be graded down. An excellent memorandum distills all the important facts down into an easily digested summary, and it does not lose accuracy in the distillation.

### CRITERION TWO: AN EXCELLENT MEMO USES LAW APPROPRIATELY

The simulation contains no applicable law. The applicable law is the law that students are taught at their law school. Participants in this competition are invited to do whatever legal research they want and to include relevant law in their memoranda. However, the most effective mediation memos are much lighter on the law than the memos written for a judge or magistrate called upon to render a decision. The memo should alert the mediator to any relevant rules or laws that the mediator should be aware of, but stops short of being a legalistic argument.

### CRITERION THREE: AN EXCELLENT MEMO PERSUADES THE OTHER SIDE ABOUT THE STRENGTH OF THE AUTHOR'S CLAIM

After reading an excellent mediation memo, the reader is left with the impression that the author is "right" - that is, that she has a strong claim. However, given that mediation is a process in which the author will need to persuade the other negotiator of that "rightness," the argument ought not to be strident or worded in such strong language that the other negotiator will react negatively or feel the need to argue back. An excellent memo is assertive without inviting argument.

### CRITERION FOUR: AN EXCELLENT MEMO INVITES THE OTHER PARTY TO NEGOTIATE IN GOOD FAITH

Excellent advocates are keenly aware that they must persuade the other negotiator to say "yes" to a proposal that will come during the mediation. Such an advocate judiciously chooses language that signals a willingness to make concessions in return for compromises of concessions from the other side. Some memos even contain an explicit offer to make a concession if the other side is willing to reciprocate. But even in the absence of such an explicit offer, an excellent memo is framed in such a way that the

opposing negotiator feels more inclined to come to the negotiation as a problem-solving ally, not a legal opponent.

## CRITERION FIVE: AN EXCELLENT MEMO OFFERS A HELPFUL DESCRIPTION OF THE NEGOTIATION HISTORY

It is always useful for a mediator to know what attempts at settlement have preceded the mediation. No mediator wants to repeat a failed past tactic or approach. Thus, it is incumbent on the advocates to let the mediator know what the negotiation or settlement history has been in the dispute. If that negotiation history is too self-serving, the mediator is likely to discount or dismiss it. And if the self-serving description is in the Open Part of the memo, it is likely to alienate the other side. An excellent memo summarizes the negotiating history accurately, and portrays prior failures to settle as "no one's fault."

## CRITERION SIX: AN EXCELLENT MEMO OFFERS A REALISTIC ASSESSMENT OF THE OBSTACLES TO SETTLEMENT

A mediator needs to determine how he or she can help move the parties toward settlement. A critical piece of background information the mediator needs is an understanding of what stands in the way of an agreement. Sometimes the obstacle is obvious - for example, where one side denies liability and the other side insists that the defendant is liable. Or where one side values the claim in the tens of millions of Euros and the other values it in the hundreds. However, it is often the case that there are obstacles to settlement that are not immediately apparent to a mediator from the facts or negotiation history - for example, when the advocate has lost trust with her client and the client no longer believes the information the advocate brings to him. There are many such examples of hidden obstacles. An excellent mediation memo helps the mediator diagnose the roadblocks that will have to be surmounted before a settlement can be attained.

## CRITERION SEVEN: AN EXCELLENT MEMO PROPOSES USEFUL AND WORKABLE STRATEGIES TO HELP GUIDE THE MEDIATOR IN DETERMINING HIS OR HER APPROACH

Mediators are greatly helped when participants facilitate the structuring of an effective mediation process. While it is useful for a party to identify obstacles to settlement (see Criterion Six), it is even more useful when the parties then offer their perspective on how to structure the mediation in a way that overcomes the obstacles, exploits common interests and creates a settlement that both parties prefer over further conflict. An excellent mediation memo will contain at least one suggestion about how the mediator might proceed, and sometimes more than one. These strategies ought to arise organically out of the situation, and should not be monolithically biased in favor of the author's position.

## CRITERION EIGHT: AN EXCELLENT MEMO EFFECTIVELY BREAKS DOWN INFORMATION BETWEEN THE OPEN (SHARED WITH THE OTHER SIDE) PART OF THE MEMO AND THE CLOSED (CONFIDENTIAL) PART

One of the most important skills in mediation is knowing what to share with one's negotiation counterpart and the mediator, and what to keep between the mediator

and one's self. This skill is important during a mediation, but also in the writing of a pre-mediation memo. Many mediators prefer that the parties write something private in addition to something shared. The private memos often contain information about strategy, about the other side, about aspects of the negotiation history, and perhaps even about settlement targets and obstacles. To the extent that the memo ought to inform the mediator without inflaming the other side, this can be accomplished by keeping the information confidential.

However, advocates who keep too much information confidential fail to serve their clients' interests. It is the other side who must be persuaded. This means that as much information as possible ought to be in the Open Part of the memo and that the Closed Part is kept to a minimum.

Moreover, the information in the Closed Part still needs to be accurate and believable. If the author is too one-sided in the Closed Part, the mediator will naturally discount the strength of the author's statements.

A fine balance needs to be struck, but an excellent memo manages to expertly walk the line between shared and confidential information.

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## CRITERION NINE: AN EXCELLENT MEMO IS WELL-WRITTEN

This point ought to be obvious. When an advocate takes the time and exercises the skills required to produce a well-written work, he or she makes the job of the reader much easier. Well-written works are more persuasive and show the author in the best possible light. When spelling and grammar are perfect, when word choice is creative and appropriate, when sentence and paragraph structure evince care and skill, the product and the argument contained therein are all more likely to do the intended job.

LAWFIRM
& ASSOCIATES
Main Street 12, Symphonia • lawfirm@email.com

## LETTER OF APPOINTMENT TO DRAFT A MEDIATION BRIEF

TO: OUR NEW ASSOCIATE

FROM: SENIOR PARTNER

RE: Sander Artist vs Shows & More[1]

Our firm is very pleased to have hired you. You seem like a lawyer with a terrific career ahead of you. The leadership of the firm has great faith in your abilities, and as a result, we have decided to give you a very important and urgent task. Your job is to write a mediation brief in support of our client. The mediation will take place next week.

This case file contains:
A) A summary of the case (as presented by our client)
B) A transcript from a confidential interview with the client

We are confident that you will be able to prepare this brief as soon as possible.

Do your best work. We have placed our trust in you.

[1] Disclaimer: This is a work of fiction. Any similarity to actual persons, or actual events, is purely coincidental. The original case and transcript were drafted by Senior Fellow Eleni Charalambidou. The reproduction, translation, editing or use for commercial purposes is strictly prohibited without the written consent of the author.

# DOCUMENT NO 1: FANTASY PLANET - CASE SUMMARY

**CLIENT:** Sander Artist

Sander left her career at a big pharmaceutical company to follow her lifelong dream. She had been writing musicals since she was a teenager, and it was about time to start a theater-dance company and direct her own work.

Sander gathered 20 young but talented dancers, actors, and singers, rented a small community theater that was not in use at the time, and started rehearsals for her first musical, Fantasy Planet. The plot follows trapped magical creatures on their journey to escape, fight against a dystopian reality, and rebuild a world with respect for all living beings.

As a new artist, she knew she needed to prepare a sample of her work to showcase before approaching a big producer. She was very enthusiastic and invested most of her savings to rent the theater, create some basic costumes and sets, and hire someone to run social media pages for the show. She could not pay her artists during the rehearsal period, but she promised to offer them 20% of her own profits on top of their agreed salaries once the show started. The artists trusted her and loved the play, so they agreed. After all, in the art world, lesser-known artists often don't get properly paid until shows begin.

Sander advertised some open rehearsals to the public, hoping to attract a producer. The rehearsals were a big success, short video recordings shared by the audience went viral, and social media was flooded with glowing reviews, creating real momentum.

Shows & More, a very well-established production company with a long history in musicals in the region, offered to produce at least 40 shows in large venues across Symphonia and all neighboring countries. Their CEO, Joe, told Sander that he had rarely met such a talented director and creator, and that he expected the musical to be a huge success. The financial agreement for the first 40 shows, spread over a 5-month period (about 8 shows per month), was as follows (all sums are in Symphonian dollars):

- Shows & More would receive all income from tickets and merchandise.
- Shows & More would cover all production costs upfront (marketing campaign, venue rentals, high-quality costumes and sets suitable for large venues, recording studios, technical equipment, merchandise production, etc.).
- Shows & More would pay all participating artists an agreed fixed salary of $2,000 per month, starting from the month of the first show.

- Following these calculations, Shows & More would pay Sander $20,000 per show. (Sander would then share 20% of that amount among her artists, on top of their agreed salary, to compensate for the time they had spent in unpaid rehearsals, as they agreed in private).
- Shows & More would pay Sander 20% of the net profit from merchandise sold, as royalties.
- Shows & More would have the worldwide exclusive right to produce the show for the next 6 years, under the same conditions, circulate any recordings (audio or video), and Sander would not be permitted to cooperate with any other company for the production of the show or related merchandise.
- Delays and cancellation clause: If Sander delays the show or is responsible for its cancellation, she shall be liable for damages, including accrued lost profits, accordingly. If the show is delayed or canceled without Sander requesting or causing the delay or cancellation, she shall be entitled to receive the full amount of her contractual payment for each show, and each artist shall receive their agreed monthly salary for the duration of the originally scheduled run. In case of cancellation of more than 40% of the shows, the exclusivity clause shall be nullified.

After signing the contract, everything went smoothly, and both parties were happy working together. Within two months, all sets and costumes were ready. The songs had been recorded in a studio and were set to be sold online or as collectible LPs at the gift shops once the show launched. The premiere was scheduled, and Shows & More ramped up their media campaign to build anticipation. Based on projected ticket sales and merchandise revenue for large venues, Shows & More's internal estimates put their expected net profit at approximately $80,000 per show.

Sander, after watching the rehearsals with the new sets and costumes at the large venue, decided that she needed to make some amendments to the play to improve flow and acoustics for larger audiences. Joe was not happy about it as he would have to postpone the premiere for a month in order to implement the changes. Joe reluctantly confirmed his agreement verbally over the phone and informed the media and sales teams to work on the change. Artists were also not very happy, as this would mean that they would have to wait another month to start getting paid, but in the end, they agreed as they believed in Sander's vision and changes. The new dates were set, and the first 8 shows in Symphonia were already sold out.

Just a few days before the new premiere date, a large number of high school students in Symphonia were hospitalized with a mutated, contagious, and life-threatening disease that everyone had believed was long gone. The Ministry of Education closed all schools and universities, but the measure was not enough; numbers kept rising, and there were already a few deaths, with no known cure proving effective. Terrified that the situation could escalate into a national pandemic, the Ministry of Health increased protective measures and ordered the closure of all public spaces (theaters, sports clubs, entertainment venues), mandated remote work for everyone

under the age of 30, and required social distancing and face masks in all public places for everyone else. All shows were canceled indefinitely. Soon, the governments of the neighboring countries followed the same steps.

Sander did not know what to do. She didn't want to betray the trust of her artists, who had given up other work opportunities to dedicate themselves to rehearsals, and her dreams were falling apart.

Joe was in shock. All his productions were canceled. For Fantasy Planet, he had already spent $80,000 on sets and costumes and another $120,000 on media and marketing campaigns, not to mention all the other projects the company had pending. Since no alternative dates were available yet, all tickets sold had to be refunded. His insurance company argued that the policy did not cover compensation for such cases, and it was unclear whether they would cover Shows & More's losses at all. Sander and Joe spoke on the phone a few days after the lockdown and agreed to wait, hoping for a quick resolution.

However, the public spaces lockdown has already lasted five months by now, and Symphonia's government shows no intention of reopening theaters soon, as no effective treatment has been found; although the numbers were somewhat contained thanks to the measures in place. Artists face serious financial difficulties, as government subsidies are quite low. Art lovers, meanwhile, have become increasingly despondent, shut in their apartments and cut off from the cultural life they were used to.

Sander's lawyer sent a letter to Shows & More requesting cancellation damages, claiming that the cancellation was not Sander's fault and that Shows & More failed to find alternative options after the lockdown. The sums requested are as follows:
1. Five months' salaries for each artist, i.e., 2,000* 5 months * 20 artists = $200,000 and
2. Sander's lost profits, i.e., $20,000* 40 shows canceled = $800,000 (she intends to share 20% of this amount among her artists as additional compensation for the months rehearsing without pay, as promised)

Shows & More replied with the following arguments:
1. The shows were not canceled by Shows & More; they are just temporarily suspended due to the government's public spaces lockdown, which constitutes a case of *force majeure*, meaning the company bears no liability. Since the neighboring countries followed the same steps, it was impossible to redirect any of the planned shows to alternative venues there. Once the lockdown is over, the deal remains active, and the shows must be produced.
2. The contract states salaries start "from the month of the first show." Since no show has taken place yet due to *force majeure*, no salaries are owed.

3. The original premiere date was a month before the lockdown, and it was postponed by Sander. If the original schedule had been held, the first 8 shows would have been realized (one month), therefore, Shows & More requests delay damages from Sander as follows:
a. $120,000 spent on marketing. This amount would have been recuperated from the proceeds of the first 8 shows that were postponed. When the show takes place in the future, a new marketing budget will be required.
b. $80,000 * 8 shows= $640,000 lost net profits

Sander was furious. There was no mention of *force majeure* anywhere in the contract! Also, Joe agreed to the delay, which would improve the show! She couldn't make sense of the legal arguments, but her lawyer explained that the contract included a mediation clause, so they would need to invite Joe and his lawyers to the table and attempt to resolve the dispute through mediation.



# DOCUMENT NO 2: TRANSCRIPT OF PRIVATE DISCUSSION BETWEEN ADVOCATE AND CLIENT ON THE CASE

**Advocate**: Sander, thank you for coming in. I know this has been an incredibly difficult period for you, and I want you to know we are fully committed to finding the best possible path forward. Before we talk strategy, I need to hear everything from your perspective. What has this past period been like for you?

**Sander**: A nightmare, honestly. Every week I was glued to the news waiting for some positive announcement from the government, some sign that theaters would reopen, and every week, nothing. And while I was waiting, my phone wouldn't stop ringing. Twenty artists who gave up other opportunities to be part of this project, who trusted me, are now struggling to pay their rent. I feel responsible for all of them.

**Advocate**: I understand. And what about you personally? How are you holding up financially?

**Sander**: I spent everything I had preparing for the musical. Everything. I haven't had a real income for over a year. But honestly, my own situation is secondary to me right now; what keeps me up at night is the thought of those twenty people who believed in me and have nothing to show for it. I promised them something, and I couldn't deliver.

**Advocate**: That sense of responsibility is understandable, and it will actually be relevant to how we frame your position in mediation. Now, let me ask you directly, as you know Joe better. Do you think there are chances to reach an agreement in mediation based on your communication so far?

**Sander**: Well, I don’t know. At the beginning, we had a great relationship, but recently there has been no direct communication, and he has not answered my calls. I don’t know if we have chances, but I need this resolved now, not in three years. In general, I would rather sit across the table from Joe and find something that works for both of us than gamble on a lawsuit. Do you think that we have a strong case if we go to court? There was no such “force majeure” clause!

**Advocate**: You are right that the absence of an explicit force majeure clause in the contract works in your favor, and we will certainly use that argument. However, I have to be transparent with you; the outcome would be genuinely uncertain. Even though there is no force majeure clause in the contract, Symphonian courts have sometimes accepted it anyway in extreme situations like this. There is no precedent in Symphonian courts for a case like this based on our research. So there's no guarantee.

Now, one thing I want to flag: do you have any information about whether Shows & More has been pursuing compensation from their insurance company?

**Sander**: I don't know for certain, but I've been wondering about that myself. Joe mentioned early on that the insurance company was pushing back, saying the policy didn't cover this kind of situation. But I have no idea whether that's still the case or whether they've received anything since.

**Advocate**: That's an important unknown. One of our goals at the table should be to understand their full financial picture. On another note, have you heard how they are handling similar contracts with the authors and artists of other shows they are producing?

**Sander**: As I am new to the entertainment business, I don't know many of them. I'm afraid I don't have any contacts there who could help.

**Advocate**: Ok, this might be important information to get as well. Now, let's talk about what you actually need from this process. Not what you're legally entitled to; what do you really need?

**Sander**: My artists need to be paid. That is non-negotiable for me. I understand Shows & More has suffered too, but Joe never once called me to check in or try to find a solution together. Months went by, and nothing. That hurt. It made me lose trust in him. So yes, we'll start with the full damages as outlined in the contract, but if I'm being honest, I know that may be a hard fight. At the very minimum, I need my artists to receive at least three months' salary each, i.e., $6,000 each or $120,000 in total. And for myself, I need at least the income I expected from about 10 shows to get back on my feet. From any amount I get, I will still give 20% to my artists as promised.

**Advocate**: I hear you. Those are your red lines, and we will build around them. There is one argument of theirs that I want to make sure you fully understand: they are saying the shows were not canceled, just temporarily suspended due to circumstances beyond anyone's control. That one word makes an enormous difference. It is their central argument, and we need to be prepared for it.

**Sander**: But that is absurd. It has been five months. No one knows when, or even if, the theaters will reopen. At what point does a "postponement" become a cancellation? I have twenty artists who cannot pay their rent right now. Telling them their salaries are merely postponed is not an answer.

**Advocate**: So, before we walk into that room, you need to think carefully, under what conditions

would you accept a postponement rather than a cancellation? Is there a timeline, a guarantee, a minimum payment in the interim that would make that acceptable to you? Because if there is, that may become part of the negotiation. And if there isn't, you need to know why, so you can explain it clearly at the table.

**Sander**: Any solution that would provide me with a payment of my profits of at least 10 shows now and will secure the payment of three months' salaries for my artists could be viable. But they said they are not paying anything! They even ask me for money. Which of course I don't have, so that claim is a joke.

**Advocate**: Let me push back a little, because I need to prepare you for what they will say. Shows & More will walk in claiming force majeure, arguing they owe you nothing, not a cent, and in fact you owe them for delaying the show. They've already said so in writing. They have spent a big budget on Fantasy Planet alone and have other productions in trouble. We need a strategy for the counterclaim. Do you have any proof that Joe agreed to the delay?

**Sander**: He agreed over the phone, and I know he notified the marketing team to change the dates. I didn't think I needed a written agreement for the change so I did not ask for one, but the fact that the marketing team changed everything on his orders should mean something. Their losses are real, I know that. But none of this is my fault either. I didn't cause the spread of the disease. I showed up, I delivered, and the delay did not impact the sales; we had sold-out shows before any of this happened.

**Advocate**: We will make that argument clearly. Still, I want you to be prepared for a difficult conversation. Their losses are significant, and they will not simply ignore them. Also, the fact that you suggested the delay and there is no written proof does not work in your favor and would be a risk at trial.
Now, let me raise something that I think could actually change the shape of this negotiation entirely. You mentioned that you feel trapped; no income, no shows, and the exclusivity clause preventing you from doing anything independently. But are there any opportunities you've been unable to pursue because of that clause?

**Sander**: Yes, actually, two. A media company approached me about distributing video clips from the songs on online platforms. The money wouldn't be life-changing, around $200,000, but it would be something. The problem is, the exclusivity clause blocks me completely. And Shows & More owns all the sets and costumes anyway, so I couldn't even film anything without them.

**Advocate**: That's very interesting. And the second opportunity?

**Sander**: There's a producer based out of the continent of Musicalia, which hasn't been affected by the disease at all. They approached me to produce Fantasy Planet there. I don't know much about that market, and I have no idea whether Shows & More has any presence there. But the exclusivity clause would block that too, as it stands.

**Advocate**: The exclusivity clause, as written, covers worldwide rights and recordings. So what you're telling me is that there are potential revenue streams being blocked by that clause, streams that could benefit you and, potentially, Shows & More if they chose to engage. This is significant, Sander. In mediation, the goal is not just to divide what's on the table; it's to find ways to expand it.

**Sander**: Exactly. And it's not just about the money. People are locked in their homes, depressed, cut off from everything. Fantasy Planet is literally a story about being trapped and finding a way out. It feels like it was written for this moment. If there's any way to get it to an audience, online, abroad, somehow, I want to explore that.

**Advocate**: That's a compelling narrative, and we will use it. Now, let me be direct with you about the challenges ahead. We should look carefully at what the cancellation clause says about the exclusivity; there may be more there than meets the eye. Shows & More will not give that up easily. It is one of their key protections, and they will claim that the shows are not canceled, just postponed due to force majeure. Whether we ask them to release it entirely or simply carve out exceptions for online distribution and international markets, we need to offer something in return. Have you thought about what that might look like?

**Sander**: Not really. I was hoping you could help me think through that. Any ideas?

**Advocate**: There may be creative ways to restructure the exclusivity or work through the negotiation to eliminate it. To be brutally honest with you, you have no income and limited time, which means you need a result, and that gives them some leverage. The exclusivity clause cuts both ways: it traps you, but it also means they have a long-term stake in this show's success. That is something we can use.

**Sander**: You're right. I hadn't thought about it from their side like that.

**Advocate**: That's what mediation requires. We will need to walk in understanding not just what you need, but what they need, and where those interests might actually overlap. Let's get to work.

# PELIGRAD LAW | TAILORED TACTICS



## About Us

**Peligrad Law** is a newly established law firm, dedicated to pioneering and excelling in legal services. Our team of attorneys, with extensive experience in prominent international and local law firms, has established a reputation for professionalism and authority, ensuring confidence in our expertise and capabilities. Our motto, "Tailored Tactics," reflects our commitment to meticulously serving our clients' needs, attentively listening and understanding their requirements, and providing bespoke legal assistance and representation.

**Peligrad Law** consists of lawyers renowned for their exemplary track record in both dispute resolution and consultancy. Our legal experts have honed their skills in litigation/arbitration, contract drafting, transaction negotiation, and regulatory matters, enabling them to bring a strategic and business-centric approach to each matter. Our attorneys possess a profound comprehension of the domestic landscape and are well-versed in international standards. The team's multifaceted background in litigation and transactional law allows for a comprehensive approach and the discovery of innovative solutions to complex issues.

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