**Eric J. Knuth KNUTH MEDIATIONS**

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**810-614-6632**

**Mediation Services Engagement Memorandum**

**Re:**

**Claim #**

**DOL-**

Dear Counsel:

Thank you for choosing Knuth Mediations to serve as your Mediator. This memorandum confirms the terms of our agreement to provide the mediation services as detailed below.

**Date/Time of Mediation**

The mediation services have been scheduled for **\_\_\_\_\_\_\_\_\_\_\_\_**, **at 10:00 a.m. for 4 hours**., via **Zoom Video Conference.** In a separate email, you will receive a Zoom invitation. That invitation will have the necessary information to participate in the mediation. It would be helpful for you to download the app prior to mediation. Counsel is asked to consider any language impediments and arrange mutually acceptable interpreter services.

**Conduct of Mediation**

Unless otherwise agreed by the parties or ordered by the Court, this Mediation shall be

conducted according to all Florida statutes and rules applicable to Court-ordered mediations,

specifically, *Florida Rules of Civil Procedure 1.700* – *1.730, and Chapter 44*, *Florida Statutes* including, but not limited to, all protections of privilege, confidentiality, and immunity.

**Mediation Fee Schedule and Minimum Fees**

This is to confirm the retention of my services as a Mediator in this case at my hourly rate

of **$450.00** for two party Mediations, **$500.00** for three party Mediations, and **$550.00** for

Mediations of four parties, plus costs to be divided equally amongst all parties attending and

participating in the mediation. For any Mediation in excess of four parties, the rate will be

**$150.00** per party per hour. This fee schedule encompasses all time spent on the case,

including, but not limited to, preparation time, telephone conferences, attendance at the

Mediation Conference, any needed follow-up, preparation of the Mediator’s Report to the Court, and travel time. There is **a two** **(2) hour minimum** charged for each Mediation. While I understand that my invoice may be subject to reimbursement from your client, or even forwarded to your client for direct payment, **please understand this engagement is with *your* office and has been accepted in reliance upon payment by your office.** Furthermore, the foregoing fee schedule shall apply, not withstanding any Court Order setting the Mediator’s fee or an *In Forma Pauperis* Order. Additionally, if a Court Order has been entered relieving any party from any obligation to pay their *pro rata* share of the cost of Mediation for any reason, kindly advise me of the same and please furnish me with a copy of said Order. Finally**, please provide me with a Claim Number or the insured’s zip code, when applicable; this information is now required by some Insurance Carriers when we submit our invoices to them. PLEASE NOTE THAT INVOICES ARE DUE UPON RECEIPT AND WILL BE SUBJECT TO A $25.00 PER MONTH LATE FEE WHEN PAID BEYOND 30 DAYS.** Should your office disagree with this fee arrangement, please contact me within five (5) days of this memorandum.

**Cancellation Policy**

A cancellation fee of **two (2) hours time** will be charged for any mediation cancelled *less than* **Five (5) business days** prior to the scheduled mediation, *excluding weekends and holidays.* To avoid the minimum fee, **our office must be notified via email prior to the date and time indicated.** It is incumbent upon both parties to notify my office should the mediation need to be cancelled due to settlement or otherwise, notwithstanding which side scheduled the mediation to begin with. Additionally, please do not assume that my office will have seen a Notice of Settlement or Notice of Cancellation of Mediation filed by a party as we do not monitor the Clerk’s website or the Clerk’s Notice of Service of Court Documents emails. Due to the sheer volume of the number of Mediations we are involved in, it is impossible for us to monitor the ePortal. **We, therefore, ask that you call us or email us directly once a case settles, or if a Mediation needs to be cancelled or rescheduled for whatever reason.**

**Mediation Summaries**

Prior to the Mediation Conference, you may submit a copy of the Complaint and/or Answer, or a Mediation Summary, addressing some of the issues and damages alleged so that I may have some initial insight into the case.

**Mediator’s Role in Mediation Process**

It is understood and agreed that Mr. Knuth shall be serving as an independent facilitator in this process with no substantive adjudicatory power and no legal representation of any party. The mediation services provided may occasionally include the recordation of interim or final agreements reached during the mediation process. All such documentation is subject to full review, editing and approval by both the parties and their respective counsel. Further, during the mediation session some discussions may include a review of various legal principles and issues. It is understood and agreed that nothing communicated during those discussions by Mr. Knuth shall be deemed legal advice. The parties will be requested to rely solely on the advice and guidance of their own counsel with respect to all matters raised in this proceeding. By accepting the terms of this engagement, it is agreed that no services rendered by Mr. Knuth shall be considered the practice of law or provided in any representative capacity to any party involved in this mediation.

I very much look forward to working with you and your respective clients at the Mediation

Conference. In the meantime, should you have any questions, please feel free to call me.

***Eric J. Knuth***