

SANTOS MEDIATION

ATTORNEYS AT LAW

F. ROBERT SANTOS
Board Certified Civil Trial Lawyer
Certified Circuit & Federal Court Mediator

5000 South Crescent Drive
Tampa, FL 33611
Telephone 813.229.1111

CASE NO.:

Attached please find the Mediation Engagement, Confirmation and Disclosure Agreement setting forth the terms and conditions of the above-referenced mediation as well as the policies of this office.

Please also refer to our website, **www.SantosMediation.com**, for additional information on our mediation practice. *(Please note that we no longer maintain a physical office and am conducting most mediations via Zoom or a mutually agreed upon location.)* The website includes an "Introduction to Mediation" which can be shared with clients unfamiliar with the mediation process.

Please forward any mediation summary or any other records or reports that may be relevant to the issues of this case and helpful in my preparation for this mediation.

Thank you again for selecting me as your Mediator, and I look forward to working with you to resolve the issues between the parties.

Very truly yours,

SANTOS MEDIATION



F. Robert Santos

FRS/sks
Enclosure

MEDIATION ENGAGEMENT, CONFIRMATION AND DISCLOSURE AGREEMENT

CASE NO.:

This Agreement will confirm that a mediation conference in the above case has been scheduled.

The conference will be held via Zoom videoconference on , 20__ beginning at a.m./p.m. Zoom link to be provided by the Mediator's office prior to mediation. The Mediator will be F. Robert Santos, Esquire, Certified Florida Circuit Civil and Federal Court Mediator. The engagement for mediation services is with the understanding that this Agreement will control and govern the terms and conditions of the Mediation.

SCHEDULE

Mediations are reserved/scheduled in 4 hour slots for morning or afternoon sessions. If you wish to reserve more than 4 hours or all day please let us know, and confirm it in any Notice or other written confirmation of the mediation. Otherwise, we assume only 4 hours is reserved. This will help avoid scheduling conflicts.

PLEASE NOTE WE NO LONGER MAINTAIN AN OFFICE. MEDIATIONS ARE TO BE CONDUCTED VIA ZOOM OR IN PERSON AT ONE OF THE LAWYER'S OFFICES OR OTHER AGREED UPON LOCATION. OUR OFFICE CAN ARRANGE OFFICE ACCOMMODATIONS AT EXPENSE OF THE PARTIES.

FEES

Mediation time will be charged at the rate of \$640 per hour (\$320.00 per hour, per party for two party mediations) and time is computed to the next half hour. For "multiparty" mediations with three (3) parties, the rate is \$250 per hour, per party. For mediations with four (4) or more parties the rate is \$200 per hour, per party (the rate is capped at \$200 per hour and shall be divided equally by all parties). "Parties" to the mediation refers to the named parties to the litigation as well as any interested parties voluntarily participating in the mediation process. The mediator is entitled to compensation for all time spent on the case including but not limited to preparation time, telephone conferences, attendance at the mediation conference, follow-up, collection efforts (including but not limited to attorney fees and costs), preparation of the parties' agreement and the Mediation Report to the Court. Travel time is billed at actual time, so parties are encouraged to schedule mediation in our office.

There is a three and one half hour (3.5) hour minimum charge for all mediations unless agreed to by the mediator. Also, unless otherwise agreed by the parties, the participating parties shall divide mediation fees equally.

If a full day is reserved, there will be a seven (7) hour minimum charge.

Parties agree to waive any part of a Court order inconsistent with the afore-mentioned hourly rates.

Please note that these fees include reasonable and necessary expenses incurred by the mediator such as clerical, local telephone, local fax charges, postage costs, etc., but we reserve the right to charge for extraordinary expenses.

CANCELLATION POLICY

The mediator in this case has been engaged to conduct this mediation. As such, we are accepting this engagement to the exclusion of scheduling other work for the day and the time which has been reserved. Due to the difficulty of scheduling a new case when there is a cancellation, the time and expenses already incurred in scheduling and preparing for the cancelled conference, and the positive effect a scheduled conference can have in settlement negotiations, the following policies have been adopted: In the event this mediation is not cancelled within ten (10) business days of the scheduled conference, there will be a three (3) hour minimum charge divided by all parties. Unless the parties in the case agree on who should pay the cancellation fee, all parties, through their attorneys, shall be financially responsible for their share. All cancellations should be done so in writing, email, or fax with the agreement of all parties and counsel.

PAYMENT

Law firms and lawyers – not their clients – will be billed and are responsible for the Mediation bill. Payment is due within 10 days of the date of the bill and is not conditioned on settlement or receipt of settlement funds. Past due bills will accrue interest at the highest legal rate and will result in additional charges for time and fees spent on collection. Pro se parties (those not represented by attorneys) must pre-pay a \$1,000 deposit.

APPLICABLE LAW, CONFIDENTIALITY & MEDIATOR IMMUNITY

Whether Mediation is pre-suit, Court ordered or voluntary, the Mediation Confidentiality and Privilege Act (§44.401, et seq. Fla. Stat.), Fla.R.Civ.P. Rule 1.700, et seq and/or Federal Rules of Civil Procedure, and local rules of Court in which the case is venued shall apply. All mediation communications are confidential. Mediators are immune from liability, including all forms of negligence, arising from performance of mediation work. Mediators are also immune from providing written, deposition or trial testimony relating in any way to any mediation conducted by them. The Parties agree to extend the Mediator Confidentiality and Privilege Act, confidentiality, and Mediator immunity to any negotiation or settlement-related activity by the mediator that occurs at any time after the mediation.

ATTENDANCE & SETTLEMENT AUTHORITY/TELEPHONIC OR VIDEOCONFERENCE ATTENDANCE

Mediators have no role in or responsibility for compliance with, enforcement of, or sanctions associated with Rule 1.720, Fla.R.Civ.P. as to mediation appearance, attendance or settlement authority of any party, party representative, counsel of record, or insurance carrier representative. (Fla.R.Civ.P. Rule 1.720 Committee Note (e)). The Parties may agree to tele-videoconference attendance. Please advise our office, and Parties/Counsel should coordinate the method of tele-videoconference.

ACCEPTANCE OF TERMS

IF YOU OBJECT TO ANY TERMS OF THIS LETTER, CONTACT ME IN WRITING WITHIN 5 BUSINESS DAYS OF THE EMAIL CONVEYING THE LETTER. OTHERWISE, ALL TERMS SHALL BE DEEMED ACCEPTED BY RECIPIENTS, THEIR CLIENTS AND ANYONE ATTENDING MEDIATION WITH THEM. COMMENCEMENT OF MEDIATION AND ENGAGEMENT OF THE MEDIATOR ARE WITH THE EXPRESS UNDERSTANDING AND AGREEMENT OF THESE TERMS.

OBJECTION TO MEDIATION RATE OF COMPENSATION MAY BE MADE BY SERVING OBJECTION UPON ALL PARTIES AND MEDIATOR PRIOR TO MEDIATION (Fla.R.Civ.P. Rule 1.720(k))

Thank you again for engaging my mediation services, and I look forward to working with you. Please let me know if you have any questions or need assistance.

A handwritten signature in black ink, appearing to read "F. Robert Santos", written in a cursive style.

F. Robert Santos

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT
IN AND FOR _____ COUNTY, STATE OF FLORIDA
CIVIL DIVISION

Plaintiff,

vs.

CASE NO.:
DIVISION:

Defendant.

_____ /

MEDIATION STIPULATION AND AGREEMENT

The parties below, by and through its undersigned counsel, if any, hereby stipulates that all parties in this case agree to using the following mediator pursuant to the terms, conditions and policies set forth in the Mediation Engagement, Confirmation and Disclosure Agreement:

NAME: F. Robert Santos, Certified Circuit Court & Federal Mediator, Santos Mediation
ADDRESS: 1609 West De Leon Street, Third Floor, Tampa, FL 33606
PHONE: 813-229-1111
FAX: 813-258-1982

The parties and counsel also hereby stipulate that all matters raised in mediation shall remain privileged and confidential unless waived by all parties and the mediator. Also, the parties and counsel further stipulate the mediator shall be immune from testimony, deposition and liability, including all forms of negligence, whether a Court ordered or voluntary mediation.

Dated this _____ day of _____, 20_____.

Counsel for Plaintiff

Counsel for Defendant

Plaintiff

Defendant
