

W. Jay Hunston, Jr., P.A.

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W. Jay Hunston, Jr., Esq.

- Florida Certified Circuit Civil Mediator
- Florida Certified Appellate Mediator
- Member, AAA Roster of Neutrals
- Florida Approved Arbitrator

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January 1, 2020
via Email Only

Case Name:
Case No.:
Court:
Mediation Date:
Mediation Location: Zoom.us Remote (Hosted by Mediator)

Dear Sir or Madam:

Thank you for your inquiry regarding my availability to serve as Mediator in the above-referenced case on the date indicated. Although I am also a licensed attorney, the services I am providing in this matter are solely third party neutral services and I will not act as an advocate for any party to this mediation. If I assist in the preparation of a written settlement agreement in connection with the resolution of this matter, each party to the mediation is advised to have such settlement agreement independently reviewed by counsel of that party's choosing before executing any agreement.

This will confirm that I have agreed to act as Mediator in this matter. This will further confirm that I have disclosed to you conflicts or potential conflicts, if any, of which I am aware and you and your clients have waived any such conflicts or potential conflicts which might result from prior knowledge of the parties, their counsel, or this matter. If you are aware of any undisclosed conflicts or potential conflicts, please notify me immediately.

My hourly rate is \$400.00 per hour for two party mediations and \$510.00 per hour for mediations with three or more parties, which will be billed at the conclusion of each mediation session. The time billed will include all time spent in mediation sessions (minimum 4.0 hours), time spent if any in preparation for mediation sessions, as well as all other time spent in the mediation process, including separate conferences with each party, conferences in which all parties are present, and any online or telephone conferences. Although I do not require submissions of pre-mediation summaries, I do review everything I receive by email and pdf at least a day prior to the mediation. I leave it up to counsel to decide what and how much information I should review prior to the mediation session.

I do not charge for travel within the 15th, 17th and 19th Circuits in Florida, however, I do charge a reduced rate for travel time outside of these Circuits, and for airfare, if required. In addition, I will bill for all costs incurred in this mediation, such as copy costs, food and lodging expenses if overnight stays are required, and other out of pocket costs.

The parties have agreed to be responsible in equal pro rata shares for my services and expenses. Each party must be prepared to pay, at the conclusion of each mediation session, that party's pro rata share of the mediation bill. I accept all major credit cards for payment if that is your preference. If a participating attorney wishes to be billed for his or her client's share of the mediation bill, I will do so, however, I only

extend credit to attorneys in this matter, not your clients. Therefore, if payment is not made at the conclusion of the mediation session, I will bill counsel and understand that you will be responsible for paying all amounts billed. **As my practice is paperless, I prefer electronic payments. At the conclusion of the mediation session, you will also receive a Square invoice that provides for ACH and credit card payments. I would appreciate payment using that method, if your bookkeeping practices allow for it. Otherwise, payment by check is acceptable.**

Because of the nature of mediation work, I have established a policy regarding continuances and cancellations. Once I have committed a date and time for your mediation session, it is difficult for me to arrange to provide that time for use by others if cancellation occurs within one week before the date and time set. If the mediation is canceled or continued less than one calendar week before the date and time set, I will charge you for 4.0 hours per half day reserved.

Like most businesses, I will communicate with mediation participants primarily via unencrypted e-mail, phone and online conferencing, as well as, secondarily, by US Mail and/or overnight service (unless you request otherwise). From time to time, I may also use IM/text, Internet portal, FTP, WiFi, Skype, Zoom, and other live and internet-based third party vendors and services. There is some risk of disclosure and loss of mediation confidentiality in using these forms of communication because they do not ensure the confidentiality of their contents; no guarantee can be made regarding the interception of data sent via the Internet or mail carriers. You agree that, in advance, you will advise me in writing if the nature of any communication(s) require a higher degree of security.

Zoom Conferencing Procedures:

At least three days prior to the scheduled Zoom mediation session, each attorney must provide me with valid email addresses for all participants that attorney anticipates will be participating in the Zoom mediation. I will use those email addresses to prepare the invitation to meeting on Zoom.

Just prior to the scheduled Zoom mediation, all participants will receive an email from me, inviting them to participate in a Zoom conference. By clicking on the link provided, they will be taken to the mediation (if they have signed onto Zoom before) or will be walked through a series of steps to download the Zoom app to their devices. No one needs to "set up an account" or "sign into a Zoom account" in order to participate. Merely downloading the app will provide the ability to participate fully in the mediation.

If you are unfamiliar with Zoom conferencing technology, I invite you to visit the website zoom.us to view the numerous instructional videos and webinars that are available to become more comfortable with the process. As the host I will also provide assistance during the mediation to those participants who may have trouble connecting with or participating in the Zoom conference. If anyone has trouble connecting, they should contact me at 561-628-6270 while they are attempting to connect, so I may walk them through the process.

I look forward to assisting you and your clients in resolving this matter through the dispute resolution mechanism of mediation and will plan on hosting the scheduled mediation unless continued or canceled at least one week in advance. You and all participants identified in the notice or letter convening mediation in this matter will receive an email invitation to join the Zoom main conference session shortly before the scheduled time. It is your responsibility to insure that your clients and mediation participants understand the confidential nature of mediation proceedings and the need to exclude any persons not authorized to participate in this mediation from their conferencing devices and locales.

Very truly yours,

/s/ W. Jay Hunston, Jr.