

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

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### W. Jay Hunston, Jr., Esq.

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

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January 1, 2024

Case Name:  
Case No.:  
Court:  
Mediation Date:  
Mediation Location:

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 \$500.00 per hour for two party mediations and \$600.00 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 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 15<sup>th</sup>, 17<sup>th</sup> and 19<sup>th</sup> 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 and via phone 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, cloud, 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.

I look forward to assisting you and your clients in resolving this matter through the dispute resolution mechanism of mediation and will plan on attending the scheduled mediation unless continued or canceled at least one week in advance.

Very truly yours,

/s/ W. Jay Hunston, Jr.