

April 09, 2024

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Plaintiff Attorney, Esq.
Attorney Firm, LLC

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Defense Attorney, Esq.
Defense Attorney Firm, P.C.

Re: PLAINTIFF v. DEFENDANT
Case No. 21CV3347.

Thank you for choosing me to mediate this dispute. This letter contains the terms of my agreement for mediation services detailed below.

Date: **September 16, 2024**
Time: **9:00 am MST**
Duration: **half day**
Location: **via Zoom**

Scheduling. Attached is the Notice of Mediation Conference which sets forth the date, time and location of the mediation conference. If there are any corrections, or if more time is anticipated, please notify my office immediately. If the mediation is being conducted via Zoom, my office will provide counsel with the Zoom invitation and details, and it is each counsel's responsibility to provide this information to your clients to ensure they are prepared for a Zoom mediation.

Mediation Fee. The mediation fee is calculated based on my hourly billing rate as detailed below, including any pre-mediation preparation time and post-mediation follow-up time spent on the matter. Note, I do not charge any administrative, scheduling, or rescheduling fees, and in exchange ask you to respect my time and the cancellation policy below.

Hourly Billing Rate. A two-party or three-party mediation will be billed at the rate of \$465 per hour. A mediation with four-parties or more will be billed at a rate of \$550 per hour. To avoid confusion, I define a "party" as all parties who are represented by the same counsel.

Billing Matters. For a **half-day** mediation, the invoice will be for a total of five hours, anticipating four hours of mediation and one hour of review, prep and filing. For a **full-day** mediation the invoice will be for a total of ten hours, anticipating eight hours of mediation and two hours of review, prep and filing. All fees are calculated using the per hour rates above, and all invoices are due upon receipt. Following this confirmation email, each party will be billed for their portion of the fee, unless the parties agree otherwise. Payments should be made in accordance with the payment instructions on the invoice. Please note, I have accepted and scheduled this matter based



on my business and professional relationship with counsel, however I consider this engagement as being with counsel and your clients, jointly and severally. Accordingly, counsel for each party is financially responsible for ensuring timely payment of all mediation fees. In the event prompt payment is not received, I reserve the right to take appropriate actions to collect payment including filing motions with the presiding court. Furthermore, by scheduling this matter, counsel and client agree that I shall be entitled to collect my costs, including reasonable attorneys' fees, if I must take action to collect the mediation fees.

Cancellation Policy. If the mediation is cancelled or rescheduled less than 72 hours (Monday-Friday) prior to the scheduled session, each party will be billed for their portion of the minimum fee. I respectfully remind clients that the cancellation policy is meant as fair compensation for reserving time which I typically cannot fill in less than 72 hours.

Pre-Mediation Submissions and Preparation Time. If you wish to send a summary or other documents for review prior to the mediation, please send those items via e-mail to *nicole@millerdisputeresolution.com* at least five (5) days in advance of the mediation to allow me adequate time to review.

If you have any questions about this engagement or my services in general, please do not hesitate to contact me or my case manager, Nicole McGee, at 719-626-9539 or *nicole@millerdisputeresolution.com*.

Once again, thank you for trusting me to help resolve this dispute. I look forward to working with you and your clients/representatives.

Thank you.

Jim Miller, Esq.