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October 26, 2009

STANDARD MEDIATION CONFIRMATION LETTER

Re: Mediation - Smith v. Jones

Counsel:

I am writing to confirm my receipt of Attorney Jones' letter such that the above captioned mediation is scheduled for Wednesday, November 11, 2009 at Attorney Jones' office commencing at 10:00 am. It is essential that each party be represented at the mediation by someone with settlement authority who is in a position to resolve this matter. This is seldom a problem for the plaintiff. As to the defendant, however, this can be more easily overlooked. At a minimum, a representative of the defendant's insurance carrier should be present in person with sufficient authority to settle the case. If these conditions are met and the requisite decision makers remain patient and open minded, this case will more likely settle than not.

It would be most appreciated if each party would provide me with sufficient information to have some basic knowledge of the case and a general idea of the strengths and weaknesses of each party's position at least ten days prior to the scheduled mediation. I am not overly concerned with the formality of the document but a brief case summary generally no more than five pages and copies of any relevant documents that you feel may be important in this case and useful to my preparation will both streamline and enhance the effectiveness of the mediation. Very often a demand letter is an excellent case summary on behalf of a plaintiff. I also ask that each party's mediation case summary and supporting documentation will be provided to the opposing counsel or *pro se* party.

My fee will be calculated at \$200.00 per hour with the entire cost of the mediation to be divided equally between the parties. Although I will assume that the parties and/or the insurance representative for the defendant are ultimately responsible for payment of

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this fee, I will rely on the attorneys to guarantee payment of my bill. I do this for the convenience of the parties and in an effort to avoid the requirement of a prepayment.

Should either side have any questions or concerns regarding the ground rules of this mediation, please let me know. Otherwise I will look forward to seeing all parties and counsel at the mediation on November 11, 2009.

Very Truly Yours,

Robert T. Mittelholzer

RTM