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LETTER OF ENGAGEMENT

PARTIES AND ATTORNEYS PLEASE READ CAREFULLY

**PLEASE SIGN THE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT BELOW
AND RETURN TO MY OFFICE BY FAX OR MAIL**

First of all, please let me thank your clients and you for requesting that I mediate your clients' dispute, and I would respectfully request that you provide your clients with a copy of this letter which is intended to offer them some specific information on the method and manner in which I would hope to successfully resolve this dispute.

Objectives of mediation:

Since January, 1974, I have been practicing family law, and from July, 1998 until January 1, 2009, I have served as a family court judge for the Tenth Judicial Circuit of the State of South Carolina. I am keenly aware of the often emotionally-charged atmosphere and the difficult expectations which clients often bring to the litigation process.

Consequently, as your mediator, it is my responsibility (1) to explain in detail how I would prefer to conduct your clients' mediation, (2) to establish an atmosphere and a process which is best conducive to accomplishing a fair resolution of these matters, and (3) to encourage your clients to enter into mediation in good faith and with patience, which will give them the best opportunity to resolve these very important issues.

Terms of mediation:

Mediator fees:

My fee for this mediation will be billed at the court-ordered ADR rate of \$175.00 per hour. The parties will be charged for the time I spend in and outside the mediation session(s) including, but not necessarily limited to, the following:

- telephone calls and all communications with the attorneys' offices and/or other professionals involved in the mediation process, and e-mails and letters sent to the attorneys which are intended to move the mediation process forward;
- preparation of documents, including preparation of equitable apportionment worksheets, a listing of potential mediation issues, and variables for an "agreement-in-principle";
- review and analysis of all mediation materials forwarded me by the attorney(s) or parties in preparation for the mediation; and/or
- preparation of an "agreement-in-principle" upon the successful completion of the mediation (if requested by the parties/attorneys to prepare this document).

I do **not** charge for any travel time to and from the mediation sessions. I also maintain a constantly updated time record/invoice which describes and tracks the time spent in this important matter, and I can provide that updated time record at any reasonable time, upon request.

There will be an initial retainer fee of \$250.00 per party which must be paid prior to the scheduled mediation. So that I may reserve the date and time for this initial mediation session, and if your office has not already done so, please let me request that you immediately mail this payment to my preferred mailing address listed above. Without exception, full payment of the balance of all mediation fees due must be made by the parties within 15 days of the date the invoice is transmitted to the attorneys.

IMPORTANT NOTICE TO ATTORNEYS: Pursuant to ADR Rule 9(c) and the South Carolina Bar's Ethics Advisory Opinion No. 11 (regarding the responsibility for the payment of mediation fees), and in that it is impractical for me to make a direct billing to your clients, I respectfully consider my notification to the parties of my mediator's fees and the arrangement for the payment of these fees to be the attorney's responsibility; furthermore, your signature affixed to this Letter of Engagement is your acknowledgement that you will ensure your client's obligation regarding the payment of all mediation fees within the 15-day payment period.

ADR RULE 10(B) SANCTIONS UPON FAILURE TO PAY MEDIATION FEES: Pursuant to ADR Rule 10(b), the undersigned parties and their attorneys acknowledge and agree that in the event all mediation fees are not paid in accordance with this Letter of Engagement, this mediator shall have an independent right, as an attorney, to file a

motion with the family court (having jurisdiction of the mediated case) and seek the collection of any and all outstanding mediation fees and additional mediation (neutral) fees and costs incurred by the mediator in the collection of these mediation fees.

Attendance at the scheduled mediation:

We have scheduled your clients' mediation to begin at the date, time and location shown at the end of this letter. It is essential that your clients appear on time and be fully prepared to remain throughout the mediation process. Mediation of your clients' dispute may be a time-consuming process, so please prepare them to remain both patient and fully engaged in this process in order for everyone to have a reasonable opportunity of fully and finally resolving their dispute.

Pursuant to the ADR Rule 6(g), the initial mediation session will last no less than 3 hours, unless the entire case has been fully settled prior to that time. However, unless otherwise restricted for good cause by both parties and/or their attorneys, this mediation has been scheduled for the entire day to make certain we have ample time to address and resolve all of the issues. If the attorneys have not already done so, I would respectfully request that you adjust your schedules accordingly, if at all possible.

Please remind your clients not to bring their children, regardless of age, or other relatives, to their mediation unless these other individuals are absolutely essential to the mediation. In an effort for us to focus carefully and entirely on resolving their dispute, we need to reduce as many, if not all, possible outside distractions which might interfere with this important process.

Please note: Unfortunately, I must reserve the right to cancel the mediation at any time if your clients arrive unwilling or unprepared to pay for these mediation services and/or if they bring their children or other relatives to this mediation session (without prior approval from all involved attorneys and this mediator), making it difficult to successfully complete a potentially lengthy mediation process.

Furthermore, unless I am informed otherwise, I will assume the attorneys intend on attending and participating in this mediation. Candidly, I encourage the attorneys to be present, and your clients may prefer that you attend. With that said, I understand your professional and ethical concerns to represent the interests of your clients at all times, and if you plan on attending this mediation I know you will respect that this should remain a non-adversarial process to the extent that it provides us with the best opportunity of achieving a beneficial result for this family.

Please provide me with all relevant documents prior to mediation:

As soon as practicable after your receipt of this letter, I would ask that you please provide me with copies of the following documents which are relevant to this matter:* (You may fax, email or mail them to me; or, if you are in Anderson, I will come to your office and pick them up.)

- The pleadings.

- Any relevant court order(s) entered of record.
- Affidavits which were filed for any temporary hearing(s).
- Financial information (if relevant to the issues for mediation).
- A brief statement of your client's position if you choose to send one.

[*If you prefer to keep any materials sent to me confidential, please mark them "Confidential – For Mediator's Review Only".]

I would also respectfully refer your client(s) to the "Articles" menu at my website, which includes several forms I have found to be beneficial to the parties and the attorneys in preparing for the mediation. If applicable to the issues for resolution, then I would encourage, and I would request, your assistance in making certain your clients have printed out, received, reviewed, and/or completed these forms well in advance of the mediation.

DATE – TIME – LOCATION OF THE MEDIATION:

PARTIES:

DATE:

TIME:

LOCATION:

****Confidentiality agreement:***

*Please have your client(s) and you also carefully review, sign, and have faxed back to me the attached "***Agreement to Mediate – Confidentiality Agreement***", ***below***.

With my kindest regards, and with my looking forward to assisting you, I remain,

Very truly yours,

/s/ Barry W. Knobel

Barry W. Knobel

BWK:b

**AGREEMENT TO MEDIATE
CONFIDENTIALITY AGREEMENT**

PURSUANT TO an Order of the Supreme Court of South Carolina, dated January 31, 2008, the following confidentiality provisions are in effect:

- 1. Communications during a mediation settlement conference shall be confidential.**
- 2. The parties, their attorneys and any other person present must execute this Confidentiality Agreement that protects the confidentiality of the mediation process.**
- 3. The parties and any other person present shall maintain the confidentiality of the mediation and shall not rely on, or introduce evidence in any arbitral, judicial or other proceeding, any oral or written communications having occurred in a mediation proceeding, including, but not limited to:**
 - (a) Views expressed or suggestions made by another party or any other person present with respect to a possible settlement of the dispute;**
 - (b) Admissions made in the course of the mediation proceeding by another party or any other person present;**
 - (c) Proposals made or views expressed by the mediator;**
 - (d) The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator; or**
 - (e) All records, reports or other documents created solely for use in the mediation.**

We, the undersigned, have read the LETTER OF ENGAGEMENT and the AGREEMENT TO MEDIATE/CONFIDENTIALITY AGREEMENT, and acknowledge that we fully understand, and will comply with, all of its terms, provisions, and conditions.

Party

Party

Attorney for the above party

Attorney for the above party