

PRIVILEGED AND CONFIDENTIAL

**WILKINSON & FINKBEINER, LLP
MEDIATION FEE AGREEMENT AND CONFLICT WAIVER**

1. **Professional Fees.**

Professional services for this matter, including but not limited to meeting, reading and other preparation time, hearing time, extra hearing time, preparation of court pleadings or forms, and any additional services or work related to this matter, will be billed at the attorney's normal hourly rate. Fees for unused scheduled time are non-refundable. The professional fee for any Wilkinson & Finkbeiner, LLP Attorneys involved in this matter is \$300 per hour. Legal Assistant and Paralegal time is billed at \$175 per hour.

2. **Non-Confidential.**

The parties acknowledge and understand that mediation with Wilkinson & Finkbeiner, LLP is not confidential. If any Wilkinson & Finkbeiner, LLP attorney is called to testify in any court proceeding relating to this matter, the subpoenaing party shall pay the attorney's hourly rate for such testimony.

3. **Additional Fees.**

- Expenses are billed at cost.
- If travel is required and is not included in the Attorney's rate, travel time will be billed at the Attorney's hourly rate. Travel expenses such as mileage are billed at cost. Usually travel is not necessary in mediation.
- The parties will be billed for expected reading and research time.

4. **Cancellation and Rescheduling Policy.**

Fees for mediation sessions are non-refundable if a mediation session is cancelled less than 2 business days before the mediation session unless the Attorney's time can be rescheduled with another matter.

5. **Payment.**

- a. The parties agree to divide the fees and expenses for this matter as set forth above and, specifically, as follows: Shared Equally. *The parties further acknowledge that a full, non-refundable prepayment of \$900 time must be received by Wilkinson & Finkbeiner, LLP, prior to the scheduling of any mediation session. Payment is made by credit card (set forth below) unless otherwise agreed.*
- b. Wilkinson & Finkbeiner, LLP will not be bound by agreements between the parties with respect to fees.
- c. The *parties are jointly and severally liable* for the payment of all fees and expenses.
- d. Include your credit card information below. Each party will have their card charged for one-half of the retainer deposit indicated above. A receipt will be emailed to you:

[Continue to next page]

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Husband's Credit Card Information

Name on Card: _____
Card Number: _____
Address: _____

Expiration Date: _____
Card Security Code: _____

Wife's Credit Card Information

Name on Card: _____
Card Number: _____
Address: _____

Expiration Date: _____
Card Security Code: _____

ACKNOWLEDGMENT RE: CONFLICT OF INTEREST

It is customary for a husband and wife to retain an attorney to mediate the dissolution of their marriage in a divorce case. However, please understand that because we are serving as a neutral mediator, we do not represent either of you as your attorney. As a result, matters that one of you might discuss with us would not be protected by the attorney-client privilege from disclosure to the other.

The Rules of Professional Conduct prohibit us from agreeing with either of you to withhold information from the other we would otherwise have had a duty to disclose. Also, each of you is entitled to full privacy and confidentiality from the other with respect to your statements regarding the facts and issues involved in the dissolution of your marriage. To the extent that we represent both of you, each is waiving that right of privacy and confidentiality.

In addition, under the Rules of Professional Conduct, we are required to disclose to you any actual or potential conflicts of interest that may arise from our representing both of your interests and to obtain your written consent to representing both of you despite such conflicts. If the two of you have a difference of opinion about the characterization or division of your property, the custody and visitation of your child or children, the payment of spousal or child support, or any other issue involved in your divorce matter, we can point out the pros and cons of such different opinions but cannot advise you on your course of action. The Rules of Professional Conduct prohibit us from advocating one of your positions over the other in this mediation.

Privilege. Anything either of you discusses with us is privileged from disclosure to third parties in a litigated matter. If we represent both of you, and a later dispute arises between the two of you, what we learned during our representation of you is not privileged vis-à-vis that dispute.

Withdrawal as Attorney. If conflicts do arise between the two of you of such nature that it is important in our judgment to perform my obligation to each of you in accordance with this letter, we may determine that we must withdraw as your mediator, and we will advise both of you to obtain independent counsel.

Advisement To Engage Independent Counsel. Unless you advise otherwise, we will proceed and mediate the dissolution of your marriage. Again, we strongly urge you to consult with or hire independent counsel to review your matter, any agreements reached in this case, as well as any written documents before signing any agreements or papers in this matter.

If it is your intent to proceed as we have outlined herein, please sign and date this letter and return it to us at your earliest convenience.

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ENDORSEMENT

We have read the above statement and understand its contents. We consent to having Wilkinson & Finkbeiner, LLP represent both of us on the terms and conditions set forth above consent to the appointment of Wilkinson & Finkbeiner, LLP as a neutral mediator in this matter. We understand the discussion of conflicts of interest in the letter and waive any potential conflict of interest. We agree that there shall be no confidential information between the two of us with respect to information either of us provides to Wilkinson & Finkbeiner, LLP. We acknowledge that we have been advised to seek independent counsel concerning this matter.

Dated: _____
_____ (Husband)

Dated: _____
_____ (Wife)