

BETH G. REINEKE, ESQUIRE

3839 WEST KENNEDY BOULEVARD
TAMPA, FL 33609

SUPREME CT. CERT. FAMILY MEDIATOR
BD. CERTIFIED FAMILY LITIGATOR (2000-2015)

TELEPHONE: (813) 205-6675
EMAIL: BETH@BETHREINEKE.COM

November 16, 2021

Dear Sir or Madam:

Re: Post Judgment Family Mediation

Thank you for contacting me about family mediation. Whether the issue is shared parenting and visitation, relocation, or modification of child support or alimony, I think you and your ex are wise to attempt to mediate and settle your differences before either of you spend the money to retain attorneys and proceed with a contested action. As you are probably aware, litigation is stressful, time consuming, and very costly.

My office is located close to downtown Tampa – 3839 West Kennedy Blvd., Tampa, FL 33609. This is where I conduct the majority of my mediations.

Enclosed for your information is a copy of the Terms and Conditions applicable to mediation services, a questionnaire, and a credit card authorization form.

Mediation Fees

Mediation services are charged on an hourly rate and payment is due at the conclusion of each session. Presently, my hourly rate is \$275 per hour. Sessions are set in two hour blocks. Your initial mediation session may run a little longer than 2 hours because during your first session I like to make sure we are all on the same page regarding my role as your neutral facilitator and to answer any questions either of you have about the mediation services I will be providing. I will also want to look over your previous agreements and court documents and obtain detailed information from the two of you regarding your present circumstances and any issues or concerns either of you want to discuss during our mediation sessions.

If you only need a quick recalculation of child support, we may be able to complete your mediation start to finish during your first mediation session. If each of you bring your financial records and have the other details I need to calculate child support, I can do this rather quickly. Time permitting, if the two of you are in agreement, I can draw up a stipulation and order modifying child support for your signature during your first session. Once it is signed I can send it to the judge assigned to your case for approval. Typically most judges will not require a hearing if both parties are in agreement.

If there are a number of different things which either of you would like to discuss, there may not be sufficient time during your initial session to draft the paperwork which needs to be submitted for Court approval and/or we may need to schedule additional mediation sessions for discussion before the two of you reach a “hand shake deal” so I can begin drafting. If so, we can schedule additional sessions if needed.

A credit card authorization is required to hold your mediation date and to cover any cancellation fees. If you or your ex cancels your mediation session without at least 2 days (business days) notice, you will be charged a \$275 cancellation fee. Payment for Mediation Services are due at the time of the mediation conference, unless otherwise stated. Cash, credit cards or personal checks are accepted.

The Role of a Mediator

I am a Family Lawyer with over 25 years of litigation experience. However, as a Supreme Court Certified Family Mediator I am a neutral third party. I do not represent you or your ex during mediation and I cannot give either of you any legal advice. My role as your mediator is (1) to facilitate discussion of the various issues which need to be addressed, and (2) when an agreement is reached, to incorporate your verbal agreement into a written formal agreement you can file with the court to modify the existing judgment or order.

If you decide not to consult with a family law attorney prior to mediation, you may wish to review Chapter 61 of the Florida Statutes, which sets out the majority of the applicable substantive law regarding relocation, and modification and enforcement of custody, shared parenting, timesharing (visitation), child support, alimony, etc. The Florida Statutes are available online or at the local libraries. Just make sure you are looking at the most recent version of the statutes. They are often revised. A good website is www.floridalawonline.net.

Judgments & Court Orders

When you come for mediation, you will need to bring a copy of your prior written settlement agreement, if any, a copy of the final judgment and any orders entered after the judgment. If there are financial issues, copies of the last financial affidavits each party filed with the Court may also be helpful. If you cannot locate your copies of these documents, the clerk's office at the courthouse may be able to assist you by ordering your court file from storage and making copies for you.

Procedural Rules & Mandatory Disclosure

The procedural rules applicable to family law cases are found in the Family Law Rules of Procedure and the Civil Rules of Procedure. The minimum financial documents which the Florida Supreme Court believes parties involved in family law matters should gather, review and exchange are listed in Florida Family Law Rule of Procedure 12.285 (see attached). This Rule is applicable to post judgment cases, but the exchange of documents may be waived by the parties. I do **NOT** need you to bring all of these records with you to mediation. You should only bring those records you need to refer to or records you believe the other party may wish to review.

If you are seeking to modify child support or alimony, you should be aware that the Court may require each of you to prepare and file a financial affidavit even if you reach an agreement. There are two formats for financial affidavits, a short form and a long form – the instructions and two forms are identified as “family law form 12.902(b) and (c)”. Blank financial affidavits are available on line on the ["Links"](#) page of my website.

Child Support Guideline Calculations & Alimony Projections

I have a computer program which enables me to calculate child support under the Florida Child Support Guidelines (section 61.30, Florida Statutes) and to show you various alimony options. In order for me to make these calculations I need records showing your current income from all sources. You will need to know the timing, amount, and other particulars related to your current income and the monthly cost of daycare and private school (if applicable). You will also need to know who provides your children's health and dental insurance, the out of pocket cost of the children's insurance, and the cost of each parent's health and dental insurance. Written information relating to your out of pocket healthcare insurance costs can usually be obtained from your employer.

Typically, last year's tax return (plus supporting documentation); and your most recent three months of pay stubs; will sufficiently reflect your current income. If you are self-employed, documenting your current income may be more difficult. If you are not sure what records you may need to bring with you to document your income, please call me to discuss.

Settlement Agreements, Pleadings & Court Forms

When an agreement is reached, I will prepare your written settlement agreement and **all** other court documents necessary to modify your existing final judgment/order. Time permitting, these documents will be prepared during the first mediation conference, reviewed, signed and submitted to the Court. If time does not permit, a deposit will be taken and your agreement will be prepared and then emailed to you for review before we meet for a final time to finalize and sign it.

Most judges do not require a hearing in order to review and approve your modification. You should receive a signed order approving your modification a couple of weeks after your paperwork is dispatched to your judge. If on the other hand your judge wants to schedule a hearing to discuss the terms of your mediation with you, his or her assistant will contact each of you.

Scheduling

When you are ready to schedule your mediation, please check my online calendar for available dates and times for mediation - [Reineke Calendar](#). If this "hot link" doesn't work you can access my online calendar by searching for it using any of the major online search engines – Google, Bing, Yahoo, etc. Search "Beth Reineke Calendar." Typically my morning mediation sessions begin at 9:30 and my afternoon sessions at 1:30 p.m.

Scheduling through my calendar is not possible at this time, so when you agree on a date, please telephone me. Once you telephone me requesting a date for mediation, please email me. I will need your names, phone numbers and email addresses. You should receive a return call and/or email within 24 hours confirming your mediation date. At which point I will need to receive your credit card authorizations to hold your mediation date and to cover any late cancellation fees.

Beth G. Reineke, Esquire
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If you or your ex has additional questions regarding family mediation services, please call.

Sincerely,
Beth Gilmore Reineke

Enclosures

MEDIATION QUESTIONNAIRE

NAME: _____ DATE OF BIRTH: _____
ADDRESS: _____ EMAIL ADDRESS: _____
_____ DATE OF MARRIAGE: _____
CELL PHONE: _____ DATE OF DIVORCE: _____
REFERRED _____ COUNTY – WHERE _____
BY _____ CASE FILED: _____
CASE NO. _____ DIVISION LTR OR NO. _____

ARE YOU REPRESENTED BY AN ATTORNEY IN THIS MATTER? _____

OPPOSING PARTY
NAME & ADDRESS _____
CELL PHONE: _____ EMAIL: _____

IS THE OPPOSING PARTY REPRESENTED BY AN ATTORNEY? _____

Please list any Minor Children

<u>Name</u>	<u>Date of Birth</u>	<u>Age</u>	<u>SSN</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Children's health insurance? _____ Cost _____
Daycare/After School Care? _____ Cost _____

Timesharing Schedule (if applicable): _____

Dates of Final Judgment and all Subsequent Court Orders: _____

Signature: _____ Date: _____

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3839 WEST KENNEDY BOULEVARD
TAMPA, FL 33609

BOARD CERTIFIED FAMILY ATTORNEY
CERTIFIED FAMILY LAW MEDIATOR

TELEPHONE: (813) 205-6675
EMAIL: BETH@BETHREINEKE.COM

TERMS AND CONDITIONS APPLICABLE TO MEDIATION **POST JUDGMENT MODIFICATION**

1. Mediation differs from arbitration and court proceedings in that the parties decide what the agreement is to be. The terms of the agreement are not decided by a judge, an arbitrator, or the mediator. For this reason, the parties are usually happier with the results obtained, and it is generally far less expensive.

2. Neutrality. Beth Reineke is a Florida Bar Board Certified Emeritus Family Law Attorney, but as the Mediator she does not represent either party and she is not a judge or the decision maker. In mediation the parties are the decision makers. Mediators cannot represent either party in any legal proceeding related to the issues discussed during mediation, and she cannot advise either party regarding their legal rights and obligations under Florida law.

3. Voluntary. Although most Courts require parties to attend mediation prior to scheduling hearings requesting post judgment relief, mediation is a voluntary process. Either party or the mediator may discontinue mediation at any time and for any reason even if mediation is court ordered.

4. Transparency. By signing this contract you are agreeing to fully disclose, when pertinent, all of your income, assets and liabilities, and to produce whatever records and tax returns are requested.

5. Mediation Without Attorneys. Some parties choose to mediate prior to formally retaining attorneys to represent them or without their attorneys in order to minimize the potential for conflicts and to keep costs down. However, each of you have the right to be represented by an independent attorney during mediation; the right to confer with your attorney before, during and after each mediation session; and the right to have your attorney review your written agreement prior to finalizing and signing it. If an action has been filed and you have an attorney presently representing you in that action but you wish to mediate without your attorney, your attorney's written consent is required to be provided to the Mediator before your first mediation session.

6. Caucuses. Mediation is usually conducted with both of the parties present. However, sometimes it is productive for me to meet individually with each party (and their attorneys) one or more times during the mediation. Information provided during these independent meetings is confidential unless the disclosing party consents.

7. Outside Communication. In order to protect the process parties are requested not to attempt communicate with the Mediator outside of the joint mediation conference regarding substantive issues. All communication with the Mediator relating to scheduling, transmittal of documents and procedural matters will be by email (or upon request mail) sent to both parties simultaneously.

8. Cooperation. As a mediator, Ms. Reineke is agreeing to work with you (and your attorney) while you try, in good faith, to negotiate a settlement. If you are successful in reaching an

agreement on some or all of the disputed issues, Ms. Reineke will prepare a written document reflecting your agreement unless your attorney wishes to do so.

9. Mediation Services. Mediation Services are charge at \$275 per hour. Mediation Services include the mediator's time during your mediation sessions, preparation time for additional mediation sessions, the mediator's time spent drafting your settlement agreement and the required court documents, and any time spent calculating support, assisting you with your financial affidavits, and preparing any other worksheets, schedules and documents related to the modification of your prior agreements and final judgment. Payment due in full at the conclusion of each mediation session, and, with the exception of stipulations to modify support, which sometimes can be drafted during your initial session, you will be requested to prepay a deposit for drafting agreements and any necessary court documents. All fees are non-refundable.

10. Mediation Sessions. Mediation Sessions are set in two-hour blocks, but on occasion additional time may be needed. For instance, your initial mediation session may run longer than 2 hours, because during this initial session Ms. Reineke will discuss the mediation process with the two of you and gather information from the two of you pertaining to the issues related to your separation and divorce. If at the end of this initial session the two of you have reached an accord, and there appears to be no additional material information which needs to be exchanged or remaining issues which need further discussion before an accord can be reached, Ms. Reineke will discuss with the two of you the agreements and court documents which need to be prepared and filed in order to obtain your divorce and will provide you a quote for these additional services. Time permitting, stipulations modifying support, may be drafted during your initial mediation session and dispatched to the Court. If additional mediation sessions need to be scheduled or a final mediation session scheduled to review and sign your written agreements, court documents, etc., you may schedule an additional session at the conclusion of your session or when the two of you are ready to move forward.

11. Settlement Agreements & Court Documents. When an agreement is reached your mediator will prepare a formal written agreement for filing with the Court. If either of you have filed a petition or motion with the Court, there may be additional court documents which will need to be prepared and filed along with your agreement. Ms. Reineke will estimate of the time she will spend drafting your agreement and any necessary court documents and will provide you a quote for these additional services. A prepaid deposit based on this estimate will be required prior to drafting. Your pre-paid deposit is not a flat rate fee. You will be charged for the actual time spent drafting your agreement and any related court documents. This could be more or less than your prepaid deposit because this deposit is based on an estimate. Any credit due back to you or any additional fees due for additional time expended shall be settled at the time of your final session.

12. Confidentiality. With few exceptions, all matters discussed during mediation are confidential and are considered privileged. If Ms. Reineke is subpoenaed to testify at deposition or a hearing regarding statements made or information disclosed during mediation, these privileges apply. By signing this letter you are agreeing that if you or your attorney subpoenas Ms. Reineke to testify at deposition or at a court hearing you will prepay Ms. Reineke 25% over her customary hourly rate for litigation services for all time expended by her relating to said subpoena. Ms. Reineke's customary hourly rate for litigation services at this time is \$425 per hour.

I AGREE TO THE TERMS AND CONDITIONS STATED ABOVE.

Date

Party

MEDIATION SERVICES
CREDIT CARD AUTHORIZATION

PAYMENT

I hereby authorize Attorney/Mediator Beth Reineke to charge the account designated below as follows:

_____ (initial) Payment for all Mediation Services unless payment is made as required at the end of the session/appointment. Mediation Services include time spent in mediation. Mediation Services also include time spent by your mediator before or after you mediation sessions, preparing for mediation sessions, drafting agreements and court documents and preparing any calculations, worksheets, schedules or other documents related to your mediation.

_____ (initial) Cancellation Fees in the amount of \$275, if any, for mediation sessions cancelled with less than 2 working days' notice. Cancellations must be received by email to the mediator and copied to your ex and by phone message.

PAYMENT INFORMATION

Client Name: _____

Card Holder Name: _____

Billing Address: _____

Type of Card:  

Card Number: _____

Expiration Date: _____ Security Code: _____

(last three digits on card, last four on AMEX)

CHARGE POLICY

I hereby certify that I am the primary account holder or a valid authorized user on the above specified account, and that I am authorized to make the charges specified above on this charge account. I agree that if the charge is not honored for any reason, I will personally pay the amounts due within 10 days of notice. I understand that no further services will be rendered and all drafts and other work product will be retained until payment has been made in full. I agree that if I fail to pay the amount due within 10 days as stated, I will be personally responsible for the principle amount due, plus interest at 10% until paid in full and any fees and costs related to collection of the amount due.

Signature: _____ Date: _____

THIS RULE IS PROVIDED FOR YOUR INFORMATION ONLY. AS YOUR MEDIATOR I DO NOT NECESSARILY NEED COPIES OF THESE RECORDS IN ORDER TO ASSIST YOU. PLEASE REFER TO THE FOREGOING LETTER, AND CONTACT ME IF YOU HAVE QUESTIONS REGARDING WHAT RECORDS YOU WILL NEED FOR MEDIATION.

FLORIDA FAMILY LAW RULE OF PROCEDURE - 12.285
MANDATORY DISCLOSURE

(a) Application.

(1) **Scope.** This rule shall apply to all proceedings within the scope of these rules except proceedings involving adoption, simplified dissolution, enforcement, contempt, injunctions for domestic, repeat, or dating violence, and uncontested dissolutions when the respondent is served by publication and does not file an answer. Additionally, no financial affidavit or other documents shall be required under this rule from a party seeking attorneys' fees, suit money, or costs, if the basis for the request is solely under section 57.105, Florida Statutes, or any successor statute. Except for the provisions as to financial affidavits and child support guidelines worksheets, any portion of this rule may be modified by order of the court or agreement of the parties.

(2) **Original and Duplicate Copies.** Unless otherwise agreed by the parties or ordered by the court, copies of documents required under this rule may be produced in lieu of originals. Originals, when available, shall be produced for inspection upon request. Parties shall not be required to serve duplicates of documents previously served.

(b) Time for Production of Documents.

(1) **Temporary Financial Hearings.** Any document required under this rule in any temporary financial relief proceeding shall be served on the other party for inspection and copying as follows.

(A) The party seeking relief shall serve the required documents on the other party with the notice of temporary financial hearing, unless the documents have been served under subdivision (b)(2) of this rule.

(B) The responding party shall serve the required documents on the party seeking relief on or before 5:00 p.m., 2 business days before the day of the temporary financial hearing if served by delivery or 7 days before the day of the temporary financial hearing if served by mail, unless the documents have been received previously by the party seeking relief under subdivision (b)(2) of this rule. A responding party shall be given no less than 12 days to serve the documents required under this rule, unless otherwise ordered by the court. If the 45-day period for exchange of documents provided for in subdivision (b)(2) of this rule will occur before the expiration of the 12 days, the provisions of subdivision (b)(2) control.

(2) **Initial and Supplemental Proceedings.** Any document required under this rule for any initial or supplemental proceeding shall be served on the other party for inspection and copying within 45 days of service of the initial pleading on the respondent.

(c) **Disclosure Requirements for Temporary Financial Relief.** In any proceeding for temporary financial relief heard within 45 days of the service of the initial pleading or within any extension of the time for complying with mandatory disclosure granted by the court or agreed to by the parties, the following documents shall be served on the other party:

(1) A financial affidavit in substantial conformity with Florida Family Law Rules of Procedure Form 12.902(b) if the party's gross annual income is less than \$50,000, or Florida Family Law Rules of Procedure Form 12.902(c) if the party's gross annual income is equal to or more than \$50,000. This requirement cannot be waived by the parties. The affidavit also must be filed with the court.

(2) All federal and state income tax returns, gift tax returns, and intangible personal property tax returns filed by the party or on the party's behalf for the past year. A party may file a transcript of the tax return as provided by Internal Revenue Service Form 4506 in lieu of his or her individual federal income tax return for purposes of a temporary hearing.

(3) IRS forms W-2, 1099, and K-1 for the past year, if the income tax return for that year has not been prepared.

(4) Pay stubs or other evidence of earned income for the 3 months prior to service of the financial affidavit.

(d) **Parties' Disclosure Requirements for Initial or Supplement Proceedings.** A party shall serve the following documents in any proceeding for an initial or supplemental request for permanent financial relief, including, but not limited to, a request for child support, alimony, equitable distribution of assets or debts, or attorneys' fees, suit money, or costs:

- (1) A financial affidavit in substantial conformity with Florida Family Law Rules of Procedure Form 12.902(b) if the party's gross annual income is less than \$50,000, or Florida Family Law Rules of Procedure Form 12.902(c) if the party's gross annual income is equal to or more than \$50,000, which requirement cannot be waived by the parties. The financial affidavits also must be filed with the court. A party may request, by using the Standard Family Law Interrogatories, or the court on its own motion may order, a party whose gross annual income is less than \$50,000 to complete Florida Family Law Rules of Procedure Form 12.902(c).
- (2) All federal and state income tax returns, gift tax returns, and intangible personal property tax returns filed by the party or on the party's behalf for the past 3 years.
- (3) IRS forms W-2, 1099, and K-1 for the past year, if the income tax return for that year has not been prepared.
- (4) Pay stubs or other evidence of earned income for the 3 months prior to service of the financial affidavit.
- (5) A statement by the producing party identifying the amount and source of all income received from any source during the 3 months preceding the service of the financial affidavit required by this rule if not reflected on the pay stubs produced.
- (6) All loan applications and financial statements prepared or used within the 12 months preceding service of that party's financial affidavit required by this rule, whether for the purpose of obtaining or attempting to obtain credit or for any other purpose.
- (7) All deeds within the last 3 years, all promissory notes within the last 12 months, and all present leases, in which the party owns or owned an interest, whether held in the party's name individually, in the party's name jointly with any other person or entity, in the party's name as trustee or guardian for any other person, or in someone else's name on the party's behalf.
- (8) All periodic statements from the last 3 months for all checking accounts, and from the last 12 months for all other accounts (for example, savings accounts, money market funds, certificates of deposit, etc.), regardless of whether or not the account has been closed, including those held in the party's name individually, in the party's name jointly with any other person or entity, in the party's name as trustee or guardian for any other person, or in someone else's name on the party's behalf.
- (9) All brokerage account statements in which either party to this action held within the last 12 months or holds an interest including those held in the party's name individually, in the party's name jointly with any person or entity, in the party's name as trustee or guardian for any other person, or in someone else's name on the party's behalf.
- (10) The most recent statement for any profit sharing, retirement, deferred compensation, or pension plan (for example, IRA, 401(k), 403(b), SEP, KEOGH, or other similar account) in which the party is a participant or alternate payee and the summary plan description for any retirement, profit sharing, or pension plan in which the party is a participant or an alternate payee. (The summary plan description must be furnished to the party on request by the plan administrator as required by 29 U.S.C. § 1024(b)(4).)
- (11) The declarations page, the last periodic statement, and the certificate for all life insurance policies insuring the party's life or the life of the party's spouse, whether group insurance or otherwise, and all current health and dental insurance cards covering either of the parties and/or their dependent children.
- (12) Corporate, partnership, and trust tax returns for the last 3 tax years if the party has an ownership or interest in a corporation, partnership, or trust greater than or equal to 30%.
- (13) All promissory notes for the last 12 months, all credit card and charge account statements and other records showing the party's indebtedness as of the date of the filing of this action and for the last 3 months, and all present lease agreements, whether owed in the party's name individually, in the party's name jointly with any other person or entity, in the party's name as trustee or guardian for any other person, or in someone else's name on the party's behalf.
- (14) All written premarital or marital agreements entered into at any time between the parties to this marriage, whether before or during the marriage. Additionally, in any modification proceeding, each party shall serve on the opposing party all written agreements entered into between them at any time since the order to be modified was entered.
- (15) All documents and tangible evidence supporting the producing party's claim of special equity or nonmarital status of an asset or debt for the time period from the date of acquisition of the asset or debt to the date of production or from the date of marriage, if based on premarital acquisition.
- (16) Any court orders directing a party to pay or receive spousal or child support.

(e) Duty to Supplement Disclosure; Amended Financial Affidavit.

(1) Parties have a continuing duty to supplement documents described in this rule, including financial affidavits, whenever a material change in their financial status occurs.

(2) If an amended financial affidavit or an amendment to a financial affidavit is filed, the amending party also shall serve any subsequently discovered or acquired documents supporting the amendments to the financial affidavit.

(f) **Sanctions.** Any document to be produced under this rule that is served on the opposing party fewer than 24 hours before a nonfinal hearing or in violation of the court's pretrial order shall not be admissible in evidence at that hearing unless the court finds good cause for the delay. In addition, the court may impose other sanctions authorized by rule 12.380 as may be equitable under the circumstances. The court may also impose sanctions upon the offending lawyer in lieu of imposing sanctions on a party.

(g) **Extensions of Time for Complying with Mandatory Disclosure.** By agreement of the parties, the time for complying with mandatory disclosure may be extended. Either party also may file, at least 5 days before the due date, a motion to enlarge the time for complying with mandatory disclosure. The court shall grant the request for good cause shown.

(h) **Objections to Mandatory Automatic Disclosure.** Objections to the mandatory automatic disclosure required by this rule shall be served in writing at least 5 days prior to the due date for the disclosure or the objections shall be deemed waived. The filing of a timely objection, with a notice of hearing on the objection, automatically stays mandatory disclosure for those matters within the scope of the objection. For good cause shown, the court may extend the time for the filing of an objection or permit the filing of an otherwise untimely objection. The court shall impose sanctions for the filing of meritless or frivolous objections.

(i) **Certificate of Compliance.** All parties subject to automatic mandatory disclosure shall file with the court a certificate of compliance, Florida Family Law Rules of Procedure Form 12.932, identifying with particularity the documents which have been delivered and certifying the date of service of the financial affidavit and documents by that party. Except for the financial affidavit and child support guidelines worksheet, no documents produced under this rule shall be filed in the court file without a court order.

(j) **Child Support Guidelines Worksheet.** If the case involves child support, the parties shall file with the court at or prior to a hearing to establish or modify child support a Child Support Guidelines Worksheet in substantial conformity with Florida Family Law Rules of Procedure Form 12.902(e). This requirement cannot be waived by the parties.

(k) Place of Production.

(1) Unless otherwise agreed by the parties or ordered by the court, all production required by this rule shall take place in the county where the action is pending and in the office of the attorney for the party receiving production. Unless otherwise agreed by the parties or ordered by the court, if a party does not have an attorney or if the attorney does not have an office in the county where the action is pending, production shall take place in the county where the action is pending at a place designated in writing by the party receiving production, served at least 5 days before the due date for production.

(2) If venue is contested, on motion by a party the court shall designate the place where production will occur pending determination of the venue issue.

(l) **Failure of Defaulted Party to Comply.** Nothing in this rule shall be deemed to preclude the entry of a final judgment when a party in default has failed to comply with this rule.