

BETH G. REINEKE, ESQUIRE

1003 W. CLEVELAND STREET
TAMPA, FL 33606

SUPREME CT. CERTIFIED FAMILY MEDIATOR
BD. CERTIFIED FAMILY LAWYER (2000-2010)

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June 7, 2016

Dear Sir or Madam:

Re: Family Mediation – Parenting

Thank you for contacting me about family mediation. I think you are wise to attempt to mediate your case rather than proceeding with a contested child custody, visitation and/or child support action. Litigation is stressful, time consuming, and very costly.

My office is in Old Hyde Park at 1003 West Cleveland Street, Tampa, FL 33606. This is where I conduct the majority of my mediations, although I can mediate in any number of locations.

Enclosed for your information is a copy of the Terms and Conditions applicable to my mediations and a questionnaire for you to complete and return to me prior to mediation. Also enclosed is a copy of FFRCF 12.285 (see explanation below).

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 \$250 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 additional questions either of you have about my role and the mediation services I will be providing. This session is when I am obtaining detailed information from the two of you regarding your present circumstances and helping the two of you determine if additional information is required or if there are any remaining issues which need to be discussed in order to get the two of you on the same page, so I can then begin drafting your contracts and other court documents. If so, we can schedule additional sessions if needed.

A credit card authorization is required to hold your mediation date. If you cancel without at least 2 days (business days) notice, you will be charged a \$250 cancellation fee. Payment of all additional mediation fees is due at the time of the mediation conference. Cash, credit cards or personal checks are accepted.

The Role of a Mediator

I am a Board Certified Family Lawyer with over 20 years of experience litigating and mediating family law cases. However, as a Supreme Court Certified Family Mediator I am a neutral third party. I do not represent you or the other parent 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 in conjunction with your case, and (2) when an agreement is reached, to incorporate your verbal agreement into a written formal agreement you can file with the court.

During the mediation, I will help you prepare your financial affidavit, and I will calculate and prepare a child support guideline worksheet for you. I will also answer any questions you may have about the forms you will need to file with the court and any general procedural questions you may have related to filing an uncontested paternity action, but I cannot give you legal advice.

If you decide not to consult with a family law attorney prior to mediation, you may wish to review Chapter 742 and 61 of the Florida Statutes, which sets out the majority of the applicable substantive law regarding paternity, custody, visitation and child support. The Florida Statutes are available on line 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.

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 and the basic tax calculations associated with each option. In order for me to make these calculations you will need to bring copies of your last tax return (plus attachments), your most recent W-2 and/or 1099s, and your most recent three months of pay stubs. You will need to know the timing, amount, and other particulars related to your compensation; the cost of daycare and private school (if applicable); who provides the child's health and dental insurance care, the anticipated, post divorce, cost of each parent's insurance, and the cost of the child's insurance.

Parenting Course

Because you have at least one minor child, the court will require each of you to take a court approved "parenting" course and to file a certificate of completion with the court even if you are in full agreement. Information about the "Parents Children and Divorce Course" can be found on the Thirteenth Judicial Circuit's website at www.fljud13.org/fiu_parent.htm. Although there may be one or more parenting classes offered online, these classes have been disavowed and are no longer accepted by the family judges in Hillsborough County.

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 who are litigating should gather, review and exchange are listed in Florida Family Law Rule of Procedure 12.285. A copy of the Rule is attached. This list is not all inclusive, and you should review any documents you believe are necessary to determine income, monthly expenses, and the value of each parent's assets and liabilities so you can verify that the information you are being provided by the other parent in their financial affidavit is accurate (see below).

I will **NOT** need copies of all of the documents identified in FRCP 12.285 in order mediate with you and to assist you in calculating your child support obligation. These documents are required to be exchanged if you do not settle your case and will be needed by you in order to complete your financial affidavit.

Financial Affidavits

If you decide to file a formal paternity case, each of you will be required to prepare and file a financial affidavit with the family law court. While you can agree to waive the balance of the mandatory disclosure requirements of FRCP 12.285, this requirement – to prepare and file a financial affidavit – cannot be waived even if you have reached an agreement. Blank financial affidavits are available on line at www.flcourts.org/gen_public/family/forms_rules/index.shtml.

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)”. You may find that filling out a financial affidavit prior to mediation will help you evaluate your income and expenses. Additionally, since I am a notary, I can notarize your financial affidavit for you at mediation if you bring your id with you.

Lists, Worksheets & Schedules

Some parties prepare lists, worksheets, schedules, and written proposals prior to mediation, but this is not necessary. However, I do use a lap top computer during mediation and am able to work with Word Perfect, Word, Excel and Divorce Power Analyzer files.

Agreements, Pleadings & Court Forms

When an Agreement is reached, I prepare **all** the documents necessary for you to complete your case, including a formal Settlement Agreement, written child support calculations, the Paternity Petition, Answer, and Final Judgment. Pricing is set out in the enclosed Terms and Conditions.

Scheduling

When you are ready to schedule your mediation, you will need to provide me with several dates and time on which you and the other parent are available for 2-3 hours. I will also need mailing addresses, daytime phone numbers, and email addresses for each of you. This information you can email to me.

If you or the other parent has additional questions regarding family mediation services, please call.

Sincerely,
Beth Gilmore Reineke

Enclosures

BETH G. REINEKE, ESQUIRE.

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TERMS AND CONDITIONS APPLICABLE TO MEDIATION

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 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 temporary relief or trial, 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 below 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 by the other party or the mediator.
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 the mediator 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 the 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 \$250 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 agreements 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 your initial filing with the Court, or modification of your prior agreements and final judgment. Payment due in full at the conclusion of each mediation session, and, with the exception of post-judgment stipulations to modify support, which sometimes can be drafted during your initial session, you will be requested to prepay a deposit for drafting your 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 child or children which the two of you would like to address. 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 parenting plan and other court documents which need to be prepared and filed with the Court and will provide you a quote for these additional services. Time permitting, post-judgment stipulations modifying child support, may be drafted during your mediation session and dispatched to the Court. If additional mediation sessions need to be scheduled to continue discussing settlement options 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 initial session or when the two of you are ready to move forward.

11. Settlement Agreements. When an agreement is reached your mediator will prepare your written Parenting Plan reflecting the details pertaining to child support timesharing (visitation) and co-parenting. Ms. Reineke will estimate of the time she will spend drafting this contract provide you a quote for these additional services. A prepaid deposit based on this estimate will be required. Your pre-paid deposit is not a flat rate fee. You will be charged for the actual time spent drafting your Parenting Plan and any related schedules. 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. Pleadings & Court Forms. If you decide to formally establish Paternity and file your Parenting Plan with the Court, the Court will require each of you to prepare and file a financial affidavit. In addition to drafting your Parenting Plan, your mediator will assist you with your financial affidavit (usually done during your mediation session) and will draft all the other court documents required by the Court. Initial court documents required for filing for Paternity are charged at a flat rate - \$250, unless specialized language must be put into your court documents because of special terms contained in your Parenting Plan. If this is the case, Ms. Reineke will discuss any additional charges with you in advance. Charges for preparing your court documents are pre-paid.

13. Services Not Provided. Once Ms. Reineke undertakes to work with the two of you as your mediator, she is prohibited by the Florida Bar Association from providing what the Florida Bar deems legal services. In addition to not being permitted to give either of you any legal advice, Ms. Reineke cannot file your court paperwork for you, cannot set any hearings for you. If at any time during your mediation you need the assistance of a family lawyer, the Florida Bar Association and the local county bar associations have attorney referral services free of charge.

14. 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 QUESTIONNAIRE
PATERNITY AND OTHER FAMILY LAW

NAME: _____ DATE OF BIRTH: _____
ADDRESS: _____ SOCIAL SEC. No.: _____

TELEPHONE: _____ COUNTY WHERE CHILD RESIDES: _____
RESIDENT OF _____
CELL PHONE: _____ FLORIDA 6 MOS.? (YES/NO) _____
EMAIL: _____ REFERRED BY: _____
EMPLOYER _____ TITLE: _____
WORK _____
ADDRESS: _____

Please list all children living with you. If the other party is not the parent of one or more of the children living with you, please indicate.

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

Where was each child born?

Additional addresses where the children have lived in last 5 years and corresponding dates:

DATES: _____ ADDRESS: _____

DATES: _____ ADDRESS: _____

DATES: _____ ADDRESS: _____

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

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.