

**ELWOOD GARY BAKER,**  
**Plaintiff (s),**

**IN THE CIRCUIT COURT OF THE 15TH  
JUDICIAL CIRCUIT, IN AND FOR PALM  
BEACH COUNTY, FLORIDA**

**vs.**  
**NITV, LLC,**  
**Defendant (s)**

**CASE NO.: 50-2005-CA-001771-XXXX-MB AE**

\_\_\_\_\_  
**NITV FEDERAL SERVICES, LLC, LOURDES  
IRIMIA, JAMES KANE, AND CHARLES HUMBLE,**  
**Third Party Defendant (s)**

**NOTICE OF MEDIATION**

**Jeffrey George Farwell, Esquire**  
Zappolo & Farwell, P.A.  
7108 Fairway Drive Suite 322  
Palm Beach Gardens, Florida 33418-3799  
Phone: 561-627-5000 Fax: 561-627-5600  
[jfarwell@zappolofarwell.com](mailto:jfarwell@zappolofarwell.com);  
*Counsel for Gary Baker*

**William A. Fleck, Esquire**  
Jupiter Legal Advocates  
8895 N Military Trail Suite 102E  
Palm Beach Gardens, Florida 33410  
Phone: (561) 748-8000 Fax: (561) 748-9000  
[wfleck@jla.legal](mailto:wfleck@jla.legal); [wfleck@jupiterlegaladvocates.com](mailto:wfleck@jupiterlegaladvocates.com);  
*Counsel for Defendant NITV LLC and Third party  
Defendants NITV Federal Services, LLC, Lourdes Irimia,  
and Charles Humble*

YOU ARE HEREBY NOTIFIED, pursuant to the agreement of the parties, that a confidential Mediation Conference subject to the provisions of Florida Statutes Chapter 44 shall be held in this case as follows:

**MEDIATOR: STEPHEN FISCHER, ESQUIRE**  
**LOCATION: ALL PARTIES APPEARING VIA ZOOM**  
**DATE: TUESDAY, JULY 20, 2021**  
**STARTING TIME: 10:00 AM - 12:00 PM**  
**PARTIES ARE ENCOURAGED TO SUBMIT WRITTEN MEDIATION SUMMARIES TO: [steve@matrixmediation.com](mailto:steve@matrixmediation.com)**

**PRE-PAYMENT REQUIRED: REVIEW TERMS OF ENGAGEMENT**

The Terms of Engagement in the letter accompanying this Notice of Mediation are hereby incorporated by reference into this Notice of Mediation. Cancellations must be made two (2) business days prior to mediation to avoid cancellation fees, *including SETTLED cases*, (see attached Terms of Engagement for cancellation policy and fees).

YOU ARE HEREBY NOTIFIED, pursuant to the written agreement of the parties, that a confidential mediation conference subject to the provisions of Florida Statutes Chapter 44 for court ordered mediations shall be held in this case as follows:

If you are a person with a disability, as defined by the Americans with Disabilities Act, who needs any reasonable accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Our offices are ADA accessible. If you require other accommodations, please contact our office at least 72 hours in advance of your mediation to discuss your needs.

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was provided via e-filing or email to the above-named addressees this 1st day of July, 2021.



BY: \_\_\_\_\_/s/\_\_\_\_\_  
Stephen Fischer, Esquire  
Florida Bar No.: 155777/Mediator No.: 17127R  
1655 Palm Beach Lakes Boulevard  
Suite 700, The Forum  
West Palm Beach, Florida 33401  
Phone: (561) 340-3500 Fax: (561) 584-7792



Date: **Thursday, July 01, 2021**  
Re: Baker v. NITV, LLC  
Case No.: 50-2005-CA-001771-XXXX-MBAE  
Claim No.:  
Notice, Terms of Engagement, Cancellation Policy, Security Information

**TERMS OF ENGAGEMENT WITH MATRIX MEDIATION  
CANCELLATION POLICY**

Matrix strives to provide consistently excellent mediation services in a cost-effective way. Our scheduling system and cancellation policy provide client flexibility while respecting the mediator's valuable time. All matrix mediators dedicate their full time to dispute resolution and rely on you and your clients to appear when scheduled.

**Courtesy Confirmations** - As a courtesy, we make every effort to remind clients of their mediation by e-mail two (2) business days in advance and by telephone confirmation seven (7) business days in advance. It is your responsibility to provide us with appropriate advance notice if you need to cancel your mediation. Cancellations can be made at ANY time by calling 561-340-3500 or by emailing/texting the mediator directly.

Cases may be cancelled up to two full business days (not including the date of the mediation) before the scheduled mediation date without incurring a cancellation fee.

If your case is scheduled to occur on a:

Monday, it must be cancelled by close of business the previous Thursday to avoid a cancellation fee.

Tuesday, it must be cancelled by close of business the previous Friday to avoid a cancellation fee.

Wednesday, it must be cancelled by close of business the previous Monday to avoid a cancellation fee.

Thursday, it must be cancelled by close of business the previous Tuesday to avoid a cancellation fee.

Friday, it must be cancelled by close of business the previous Wednesday to avoid a cancellation fee.

**We respectfully request that you place these deadlines into your scheduling calendar to remind yourself and avoid unnecessary cancellation charges.**

Cases cancelled fewer than two (2) business days will incur a fee equal to 50% of the time reserved, split among the parties. We believe this policy allows our clients maximum flexibility for their practices, while recognizing that the mediator's time is valuable as well. ***CHARGES APPLY TO ALL CASES REGARDLESS OF THE REASON, EVEN IF SETTLED. PLEASE CALCULATE THIS CANCELLATION FEE AS PART OF ANY SETTLEMENT MADE LESS THAN TWO (2) BUSINESS DAYS OF THE SCHEDULED MEDIATION.***

**How to cancel your mediation** – Cancel by replying to our pre-confirmation email or contact Matrix directly at (561) 340-3500, (800) 379-2580, or contact the mediator.

Mediators are professionals who deserve the respect of a phone call or email TWO (2) FULL BUSINESS DAYS in advance so that they can utilize their time.

By scheduling your mediation with Matrix, you have agreed to the above Terms of Engagement and Cancellation policy. Please contact us immediately if you have any questions or concerns. We value the trust and confidence you have placed in Matrix Mediation and in Mr. Fischer, and we are committed to adding value to your case and to your practice.

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**TERMS OF ENGAGEMENT WITH MATRIX MEDIATION**  
*Please Read Upon Receipt*

Thank you for choosing Stephen Fischer as your expert mediator. Please review the below Terms of Engagement to confirm your understanding of the Matrix Mediation policy.

**Scheduling**— Now that the parties have agreed on the mediator, the date and time of mediation, rates and minimums, Matrix will send out and file Notice of Mediation and Terms of Engagement to counsel for the parties or pro se litigants. Only the Notice of Mediation will be e-filed with Court.

**Conduct of Mediation**- By their appearance, all participants and their counsel, agree that the Mediation and Confidentiality and Privilege Act (F.S. §44) and F.R.Civ.P. 1.720 shall apply to this mediation. Although Mr. Fischer is an experienced trial attorney, he does not provide legal advice or representation to the parties.

**Fees**- Mr. Fischer's hourly rate is \$187.50 **per hour/per party** for two party cases.  
For a three-party case, Mr. Fischer's hourly rate is \$150.00 **per hour/per party**.  
For more than three parties, Mr. Fischer's three-party hourly rate shall be allocated equally among the parties.

There is **NO CHARGE** for **travel**.

Unless agreed differently by the parties, fees are allocated equally among the separate entities (e.g., a married couple represented by one lawyer in a personal injury case is considered a single entity; a defendant driver and vehicle owner who are represented by the same lawyer is a single entity; a doctor and a hospital being sued for the same event but represented by separate lawyers are considered two separate entities).

**Minimum**- The parties **guarantee a two (2) hour minimum** for this case. If the case exceeds the minimum, the parties guarantee payment for time used. There is **NO CHARGE** for **travel**.

**Pre-Payment Due**— Each party's attorney or client agrees to be responsible for timely payment within seven (7) days prior to mediation. **Jeffrey G. Farwell, Esquire (or their client) agrees to submit a payment in the amount of \$187.50 and (D)William Fleck, Esquire (or their client) agrees to submit a payment in the amount of \$562.50 due by July 9, 2021.** All mediations will include when applicable a charge of ½ to 1-hour fee for preparation. Any additional fees must be paid in full at the conclusion of mediation by Counsel or their client. For the convenience of parties, payment may be made online or mailed to Matrix Mediation, LLC. Should the total number of hours spent in mediation exceed the number of reserved hours the additional required payment will be automatically billed to your credit card. If the case is cancelled, then a refund of the payments will be made, less any applicable cancellation fee.

**Mediation Summaries/Demonstrative Information** – Mr. Fischer encourages parties to submit summaries and other information at least 48 hours before the scheduled mediation. This gives Mr. Fischer a chance to think about the particular issues and custom design the most effective process.

Mr. Fischer can be reached on his cell at (561) 630-7761, the office (561) 340-3500, or at [steve@matrixmediation.com](mailto:steve@matrixmediation.com). Thank you for choosing Mr. Fischer and Matrix Mediation. Mr. Fischer looks forward to achieving a successful resolution.

Sincerely,

*Suzanna Miguel*

Suzanna Miguel, Scheduling Coordinator  
Matrix Mediation (561) 340-3500 (800) 379-2580

Date: **Thursday, July 01, 2021**

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## **TERMS OF ENGAGEMENT WITH MATRIX MEDIATION SECURITY AND SAFETY**

**In the event any mediation participant has concerns about security or safety for the mediation for any reason including a history of threats or violence, they must notify Matrix Mediation upon scheduling, or immediately upon discovering such concerns. If you are unsure, please speak with the mediator in advance. There are no metal detectors at any of our locations. If the parties deem it necessary, the attorneys or *pro-se* parties are responsible for making arrangements for moving the mediation to the courthouse or other secure environment or retain private security.**

**The possession of weapons of any kind, except by Florida licensed and certified law enforcement officers, is strictly prohibited on Matrix Mediation properties.**