



## Scott S. Markus, Esq.

markus@agreement.com  
619.239.1702

### Case Manager

Sue Housh  
619.696.6002  
[sue@agreement.com](mailto:sue@agreement.com)



## Fee Schedule

### 1. PER DIEM FEES FOR STANDARD CASES

#### 1. Full Day

Mr. Markus charges between \$7,500 and \$12,400 per day for his professional services in the western United States, depending on mediation venue. The fee includes a separate pre-mediation telephone conference with each counsel, all travel time and expenses, four hours of preparation time (plus an additional half-hour of preparation time for each additional counsel) and eight hours of conference time.

#### 2. Three-Quarter Day

Mr. Markus charges between \$5,700 and \$7,800 per day for his professional services in San Diego County. The fee includes a separate pre-mediation telephone conference with each counsel, all travel time and expenses, three hours of preparation time (plus an additional half-hour of preparation time for each additional counsel) and six hours of conference time.

#### 3. Half Day

Mr. Markus charges between \$3,900 and \$5,400 per day for his professional services in San Diego County. The fee includes a separate pre-mediation telephone conference with each counsel, all travel time and expenses, two hours of preparation time (plus an additional half-hour of preparation time for each additional counsel) and four hours of conference time.

## **2. PER DIEM FEES FOR CLASS ACTION AND PAGA CASES**

### **1. Full Day**

Mr. Markus charges between \$8,100 and \$13,200 per day for his professional services in the western United States, depending on mediation venue. The fee includes a separate pre-mediation telephone conference with each counsel, all travel time and expenses, four hours of preparation time (plus an additional half-hour of preparation time for each additional counsel) and eight hours of conference time.

### **2. Three-Quarter Day**

Mr. Markus charges between \$6,300 and \$7,800 per day for his professional services in San Diego County. The fee includes a separate pre-mediation telephone conference with each counsel, all travel time and expenses, three hours of preparation time (plus an additional half-hour of preparation time for each additional counsel) and six hours of conference time.

## **3. ADMINISTRATIVE FEE**

Agreement.com charges an administrative fee of \$150 per invoiced party.

## **4. CONFERENCE ROOM FEES**

Agreement.com does not maintain any conference facilities. Mr. Markus can mediate at one of the attorney's office at no charge to the parties. Alternatively, one of the attorneys participating in the mediation may have an ongoing professional relationship with a court reporting firm that will provide conference rooms at no charge. As a last resort, Mr. Markus can mediate at a court reporting firm in San Diego or Irvine for the negotiated below-market rate (currently \$350 per day) charged to the parties.

## **5. EXTRA TIME**

Mr. Markus charges for extra preparation, conference and follow-up time at \$660 per hour. After the mediation has concluded, Agreement.com will send a supplemental invoice which is due and payable upon receipt.

## **6. DEPOSITS**

Each participant's share of the total amount due must be deposited twenty-five days before the mediation in order to guarantee the reservation. Otherwise, Agreement.com may offer the date to other potential mediation participants.

## **7. CANCELLATION AND POSTPONEMENT**

If the mediation is canceled or postponed within twenty-five days of the scheduled date, the party requesting the cancellation or postponement is responsible for the entire deposit (not just the canceling party's share of the deposit) unless Mr. Markus's time can be rescheduled for another matter.

## **8. PAYMENT RESPONSIBILITY**

The attorney and his or her client are jointly and severally liable to Agreement.com (Taxpayer I.D. No, 33-0769496) for payment of fees and costs. The contract to retain Mr. Markus's services is entered into at 550 West "C" Street, Suite 700, San Diego, California.

## **9. EFFECTIVE DATE**

This schedule is effective through December 31, 2020.