

# EMPLOYMENT/WORKPLACE FEE SCHEDULE

## Costs of Arbitration

Amended and Effective November 1, 2019

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### AAA Administrative Fees for Employment/Workplace Cases:

#### Single Arbitrator Disputes

##### Filed by Individual:

Individual:

Non-refundable filing fee capped at **\$300**, unless the clause provides the individual pay less

Company:

Non-refundable filing fee of **\$1,900** and balance of individual's filing fee when the clause provides the individual to pay less

Case Management Fee **\$750**

##### Filed by Company:

Non-refundable filing fee of **\$2,200** is payable in full by the company

Case Management Fee **\$750**

#### Three-Arbitrator Panel Disputes

##### Filed by Individual:

Individual:

Non-refundable filing fee capped at **\$300**, unless the clause provides the individual pay less

Company:

Non-refundable filing fee of **\$2,500** and balance of individual's Filing Fee, when the clause provides the individual to pay less

Case Management Fee **\$1,000**

##### Filed by Company:

Non-refundable filing fee of **\$2,800** is payable in full by the company

Case Management Fee **\$1,000**

#### Collective Action Arbitrations

A party making a demand for treatment of a claim, counterclaim, or additional claim as a collective action arbitration will be subject to the administrative fee of **\$3,250**. Arbitrator compensation in cases involving a collective action claim will be charged in accordance with the determination as to whether the dispute arises from an employer or company plan or an employment contract.

**For Disputes Proceeding Under the Supplementary Rules for Class Action Arbitration ("Supplementary Rules"):** The AAA's Fee Schedule, as listed in Section 11 of the Supplementary Rules for Class Action Arbitration, shall apply to disputes proceeding under the Supplementary Rules.



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#### (i) AAA Administrative Fees:

The employer or company's share of filing fees is due as soon as the employee or individual meets his or her filing requirements, even if the matter settles.

There shall be no filing fee charged for a counterclaim.

Arbitrator compensation is not included as a part of the administrative fees charged by the AAA.

The above fee schedule will also apply where the employer or company files on behalf of the employee or individual pursuant to the terms of the employer or company plan.

#### (ii) Case Management Fee:

A non-refundable case management fee of **\$750** will be assessed to the employer or company 90 calendar days after the date of receipt of a demand for arbitration. Should the case close for any reason within 90 days of the receipt of the demand for arbitration, the case management fee will not be charged.

#### (iii) Hearing Room Rental:

The case management fees described above do not cover the rental of hearing rooms. The AAA maintains hearing rooms in most offices for the convenience of the parties. Check with the administrator for availability and rates. Hearing room rental fees will be borne by the employer or company.

#### (iv) Abeyance Fee:

Parties on cases held in abeyance for one year will be assessed an annual abeyance fee of **\$300**. A case may only be held in abeyance after the initial filing fees have been paid. If a party refuses to pay the assessed fee, the other party or parties may pay the entire fee on behalf of all parties, otherwise the matter will be administratively closed.

#### (v) Expenses:

All expenses of the arbitrator, required travel and other expenses, and any AAA expenses, as well as the costs relating to proof and witnesses produced at the direction of the arbitrator, shall be borne by the employer or company, unless otherwise agreed by the parties post-dispute.

#### Arbitrator Compensation\*:

Arbitrator compensation is not included as part of the administrative fees charged by the AAA. Arbitrator compensation is based on the most recent biography sent to the parties prior to appointment. The employer or company shall pay the arbitrator's compensation unless the employee or individual, post dispute, voluntarily elects to pay a portion of the arbitrator's compensation. Arbitrator compensation, expenses as defined in section (v) above, and administrative fees are not subject to reallocation by the arbitrator(s) except upon the arbitrator's determination that a claim or counterclaim was filed for purposes of harassment or is patently frivolous.

\* For Disputes Arising Out of Employer or Company Plans: Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. If you believe that you meet these requirements, you must submit to the AAA a declaration under oath regarding your monthly income and the number of persons in your household. Please contact Case Filing Services at 877-495-4185 if you have any questions regarding the waiver of administrative fees. [Effective January 1, 2003.]

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**Fees for Additional Services:** The AAA reserves the right to assess additional administrative fees for services performed by the AAA that go beyond those provided for in the AAA's rules, but which are required as a result of the parties' agreement or stipulation.

### Mediation—Administrative Fee Schedules:

A **\$250** non-refundable deposit, which will be applied toward the mediation fee, is required to initiate the AAA's administration of the mediation and appointment of the mediator.

The mediator's fee is stated on his or her resume. The AAA administrative fee, split by the parties, is **\$75** per hour billed by the mediator with a minimum four hour charge for any mediation held. Expenses referenced in Section M-17 of the Mediation Procedures may also apply.

If a matter submitted for mediation is withdrawn or cancelled or results in a settlement after the request to initiate mediation is filed but prior to the mediation conference, the AAA administrative fee is **\$250** (to which the deposit will be applied) plus any mediator time and expenses incurred. These costs shall be borne by the initiating party unless the parties agree otherwise.

***If you have questions about mediation costs or services, visit [www.adr.org](http://www.adr.org) or contact your local AAA office.***

### Employment/Workplace Group Administrative Filing Fee Schedule

This Employment/Workplace Administrative Group Filing Fee Schedule will apply to all cases when the American Arbitration Association (AAA) determines in its sole discretion that the following conditions are met:

- a. Twenty-five (25) or more similar claims for arbitration or mediation are filed,
- b. Claims are against or on behalf of the same party or parties, and
- c. Counsel for the parties is consistent or coordinated across all cases.

All fees listed below are non-refundable and will be assessed to the parties as described below, unless the clause provides that the individual pay less or the clause provides that the company is responsible for the entire fee.

If arbitrator compensation or administrative charges have not been paid in full, the AAA may so inform the parties in order that one of them may advance the required payment. If such payments are not made, the arbitrator may order the suspension or termination of the proceedings. If no arbitrator has yet been appointed, the AAA may suspend or terminate the proceedings.

AAA, in its sole discretion, may consider an alternative payment process for group filings.

### For Cases Filed by the Individuals:

#### Initial Filing Fee:

Individuals: initial administrative filing fee of **\$200** per case

Company: initial administrative filing fee of **\$400** per case



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#### **Fee for Advancing to Arbitrator Selection Process:**

This fee will be billed and must be paid prior to the arbitrator selection process.

Individuals: administrative fee of **\$100** per case

Company: administrative fee of **\$1,750** per case

#### **For Cases Filed by the Company:**

In cases where the company is the filing party, the company shall be responsible for all administrative fees.

Initial Filing Fee: initial administrative filing fee of **\$600** per case

Fee for Advancing to Arbitrator Selection Process: administrative fee of **\$1,850** per case

#### **Hearing Fee:**

This fee will be billed at the time an in person hearing is scheduled.

Company: administrative fee of **\$750** per case

#### **AAA Mediation Fees:**

The cost of mediation is based on the hourly or daily mediation rate published on the mediator's AAA profile. In addition, the administrative fee for AAA to initiate the mediation process for a group filing is **\$10,000** plus **\$75** per hour for each hour billed by the mediator. The company shall be responsible for these administrative fees, unless the parties agree otherwise.

The **\$10,000** mediation initiation fee is due prior to the appointment of the mediator. If mediation is commenced after a group arbitration has been filed, and the parties agree to stay the arbitration to pursue mediation, any unpaid arbitration related administrative filing fees will become due if the arbitration process starts again. If the arbitration related administrative filing fees are paid prior to the parties commencing mediation, then the AAA may, in its sole discretion, determine to waive the **\$10,000** mediation initiation fee.

#### **AAA Administered Settlement Approval Process:**

Where by law, court order and/or party agreement, the parties require a third party neutral to review and approve settlements, the fee for AAA to provide administrative services for the purposes of a neutral to review and approve settlements is **\$3,250** plus **\$2,500** every six months thereafter that the cases remain open. The compensation of the neutral is published on their AAA profile. The company is responsible for all AAA fees and compensation referenced in this section.



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#### **Arbitrator's and Mediator's Compensation:**

The company will be responsible for all arbitrator and mediator compensation and expenses.

#### **Abeyance Fee:**

Should the cases be stayed to allow for settlement negotiations or for any other reason, including judicial intervention, the AAA shall assess a single non-refundable administrative fee of **\$2,500** for the group of cases and an additional single non-refundable administrative fee of **\$2,500** for the group of cases every six months the cases are held in abeyance. All abeyance fees are to be paid by the company. Cases may only be held in abeyance after the initial filing fees have been paid.

**Fees for Additional Services:** The AAA reserves the right to assess additional administrative fees for services performed by the AAA beyond those provided for in this Fee Schedule and which may be required by the parties' agreement or stipulation.