

Documents-Only
Streamlined Arbitration
Rules for California Code
of Civil Procedure 871.24
(AB1755) Attorney
Fee Disputes



American Arbitration Association®

Table of Contents

R-1. Agreement of Parties 4

R-2. AAA, Delegation of Duties, Conduct of Parties 4

R-3. Filing Requirements and Procedures 5

R-4. Jurisdiction 6

R-5. Interpretation and Application of Rules 6

R-6. Appointment of the Arbitrator and Number of Arbitrators 7

R-7. Disclosure 7

R-8. Disqualification of Arbitrator 7

R-9. Communication with Arbitrator 7

R-10. Vacancies 8

R-11. Proceeding on Documents 8

R-12. Evidence 8

R-13. Representation 8

R-14. Oaths 8

R-15. Closing of Hearing 9

R-16. Time of Award 9

R-17. Form of Award 9

R-18. Scope of Award 9

R-19. Award upon Settlement – Consent Award 9

R-20. Delivery of Award to Parties 10

R-21. Modification of Award 10

R-22. Waiver of Rules 10

R-23. Extensions of Time 10

R-24. Serving of Notice and Communications 10

R-25. Confidentiality 11

R-26. Release of Documents for Judicial Proceedings 11

R-27. Applications to Court and Exclusion of Liability 11

R-28. Administrative Fees 12

R-29. Expenses 12

R-30. Neutral Arbitrator’s Compensation 12

R-31. Deposits 12

Fee Schedule 13

Administrative Fee Due Per Case 13

Arbitration Compensation Deposit Due Per Case 13

Documents-Only Streamlined Arbitration Rules for California Code of Civil Procedure 871.24 (AB1755) Attorney Fee Disputes



R-1. Agreement of Parties

- (a) Parties to an existing attorney fee dispute covered by California Code of Civil Procedure 871.24 (AB1755) may agree to submit that dispute to arbitration administered by the American Arbitration Association® (“AAA®”) under these Documents-Only Streamlined Arbitration Rules for California Code of Civil Procedure 871.24 (AB1755) Attorney Fee Disputes (“Rules”). The Rules, as may be amended, shall apply to any such arbitration in the form in effect when a Submission Agreement submitted meets the AAA’s administrative requirements. The AAA shall decide any disputes regarding which AAA rules shall apply.
- (b) The parties, by written agreement, may vary the procedures set forth in these Rules. If the parties do so, the AAA, in its discretion, may determine that it will remove the case from these Rules and will instead administer the case under its Commercial Arbitration Rules, and any associated administrative fees and arbitration compensation will apply.
- (c) These Rules shall not apply to disputes involving more than two parties, with the term “party” as used in this subparagraph defined as a separately represented person or entity. Where two or more persons or entities are jointly represented, they shall be considered one party for the purposes of this subparagraph.

R-2. AAA, Delegation of Duties, Conduct of Parties

- (a) When parties agree to arbitrate under these Rules, they thereby authorize the AAA to administer the arbitration.
- (b) The authority and duties of the AAA are prescribed in the agreement of the parties and in these Rules. The AAA, in its discretion, may carry out its authority and duties through such of its representatives, in any of its offices, as it may direct. Arbitrations administered under these Rules shall only be administered by the AAA or by an individual or organization authorized by the AAA to do so.
- (c) The AAA requires that parties and their representatives conduct themselves in accordance with the AAA’s [Standards of Conduct for Parties and Representatives](#) when utilizing the AAA’s services. Failure to do so may result in the AAA’s declining to further administer a particular case or caseload.

R-3. Filing Requirements and Procedures

(a) Filing Requirements

- (i) Parties to an existing attorney fee dispute may commence an arbitration under these Rules by filing:
 - (a) a written Submission Agreement signed by all parties. A submission form may be found at www.adr.org;
 - (b) All parties' briefs and all accompanying exhibits or other materials for consideration by the arbitrator in deciding the dispute;
 - (c) the administrative filing fee set forth in the fee schedule for these Rules; and
 - (d) the deposit for arbitrator's compensation set forth in the fee schedule for these Rules.
- (ii) If the parties' Submission Agreement contains any variances from these Rules, the Submission Agreement should clearly state the variances.
- (iii) AAA will consider the party filing the arbitration case to be the claimant and the party responding to the filing the respondent unless the parties specify otherwise in their Submission Agreement. Parties may request that the arbitrator alter that order if necessary.
- (iv) The arbitration filing should include:
 - (a) the name of each party;
 - (b) each party's address, telephone number, and email address;
 - (c) if applicable, the name, address, telephone number, and email address of any known representative for each party; and

(b) Filing Procedures

- (i) The filing party may file the arbitration case with the AAA:
 - (a) online through AAA WebFile®, located at www.adr.org;
 - (b) in person at any AAA office;
 - (c) via email to casefiling@adr.org, with payment to follow as directed by the AAA.

- (ii) The filing party shall simultaneously provide a copy of the filing documents to the opposing party.
- (iii) Any papers, notices, or process necessary or proper for the initiation of an arbitration under this Rule may be served on a party:
 - (a) by mail addressed to the party or its authorized representative at their last known address;
 - (b) by electronic service/email, with the prior agreement of the party being served;
 - (c) by personal service; or
 - (d) by any other service methods provided for under the applicable procedures of the courts of the state where the party to be served is located.
- (iv) The AAA shall provide notice to the parties (or their representatives if so named) of the receipt of an arbitration case when the AAA determines the filing has satisfied the filing requirements of these Rules. The date on which the filing requirements are satisfied shall establish the date of filing the case. However, the arbitrator shall decide any disputes regarding the AAA's determination of the date of filing. The AAA has the authority to make an administrative determination whether the filing requirements set forth in this Rule have been met.
- (v) If the filing does not satisfy the filing requirements set forth in this Rule, AAA may return the filing to the initiating party. The AAA will not appoint an arbitrator until all filing requirements have been met.
- (c) Authority of arbitrator. Any AAA decision as to filing requirements or filing procedures shall not alter the arbitrator's authority to determine their jurisdiction pursuant to Rule R-4.

R-4. Jurisdiction

The arbitrator shall have the power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of the Submission Agreement or to the arbitrability of any claim or counterclaim, without any need to refer such matters first to a court.

R-5. Interpretation and Application of Rules

The arbitrator shall interpret and apply these Rules as they relate to the arbitrator's powers and duties. The AAA shall interpret and apply all other rules.

R-6. Appointment of the Arbitrator and Number of Arbitrators

The AAA shall appoint the arbitrator from its National Roster of Arbitrators ("National Roster"). Disputes shall be heard and decided by one (1) arbitrator.

R-7. Disclosure

- (a) Any person appointed as an arbitrator, as well as the parties and their representatives, shall disclose to the AAA any circumstance likely to give rise to justifiable doubt as to the arbitrator's impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. Such obligation shall remain in effect throughout the arbitration. Failure on the part of a party or a representative to comply with the requirements of this Rule may result in the waiver of the right to object to an arbitrator in accordance with Rule R-8.
- (b) Upon receipt of such information from the arbitrator or another source, the AAA shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator and others.
- (c) Disclosure of information pursuant to this rule is not an indication that the arbitrator considers that the disclosed circumstance is likely to affect the arbitrator's impartiality or independence.

R-8. Disqualification of Arbitrator

- (a) Any arbitrator shall be impartial and independent and shall perform their duties with diligence and in good faith, and shall be subject to disqualification for:
 - (i) partiality or lack of independence,
 - (ii) inability or refusal to perform their duties with diligence and in good faith, and
 - (iii) any grounds for disqualification provided by applicable law.
- (b) Upon objection of a party to the continued service of an arbitrator, or on its own initiative, the AAA shall determine whether the arbitrator should be disqualified on the grounds set out above, and shall inform the parties of its decision, which decision shall be conclusive.

R-9. Communication with Arbitrator

- (a) No party and no one acting on behalf of any party shall communicate ex parte with an arbitrator concerning the arbitration.
- (b) As set forth in Rule R-24 unless otherwise instructed by the AAA, in the Rules, or by the arbitrator, a party shall simultaneously provide to the other party or parties

to the arbitration any document or communication it submits to the AAA or the arbitrator.

R-10. Vacancies

If for any reason an arbitrator is unable or unwilling to perform the duties of the office, the AAA may, on proof satisfactory to it, declare the office vacant, in which case the AAA shall appoint a replacement arbitrator from its National Roster.

R-11. Proceeding on Documents

For all cases proceeding under these Rules, the arbitrator shall decide the case based on the documents and exhibits or other materials submitted at the time of filing, unless the arbitrator determines that additional documents, exhibits, or other materials are required. The arbitrator will not conduct any hearing, whether preliminary, evidentiary or otherwise, with the parties.

R-12. Evidence

- (a)** The parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. Conformity to legal rules of evidence shall not be necessary.
- (b)** The arbitrator may receive and consider the evidence of witnesses by sworn declaration or affidavit, or by other means as determined by the arbitrator or agreed to by the parties.
- (c)** The arbitrator shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence they deem to be cumulative or irrelevant.
- (d)** The arbitrator shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.

R-13. Representation

Any party may participate without representation (*pro se*), or by counsel or any other representative of the party's choosing, unless such choice is prohibited by applicable law. A party intending to be so represented shall notify the other party and the AAA of the name, telephone number and address, and email address if available, of the representative with the filing.

R-14. Oaths

Before proceeding with the case after the AAA confirms their appointment, the arbitrator may take an oath of office and, if required by law, shall do so.

R-15. Closing of Hearing

- (a)** The time limit within which the arbitrator is required to make the award shall commence, in the absence of other agreements by the parties, upon the closing of the hearing. The AAA may extend the time limit for rendering of the award only in unusual and extreme circumstances.
- (b)** The arbitrator shall close the hearing within seven (7) calendar days of the AAA's confirmation of the arbitrator's appointment. The arbitrator may request additional documents or evidence within seven (7) calendar days of confirmation of their appointment. The hearing will be closed as of the date the additional documents are due.

R-16. Time of Award

The arbitrator shall render the award not later than fourteen (14) calendar days from the date the hearing was closed.

R-17. Form of Award

- (a)** Any award shall be in writing and signed by the arbitrator, whose signature may be executed in electronic or digital form. The award shall be executed in the form and manner required by law.
- (b)** The arbitrator shall render a standard award.

R-18. Scope of Award

- (a)** The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the parties' Submission Agreement.
- (b)** In the final award, the arbitrator shall assess the administrative fees as well as arbitrator compensation and expenses provided for in these Rules and related fee schedule. The arbitrator may apportion such fees, expenses, and compensation among the parties in such amounts as the arbitrator determines is appropriate.
- (c)** The award of the arbitrator may include:
 - (i)** interest at such rate and from such date as the arbitrator may deem appropriate; and
 - (ii)** an award of attorneys' fees if all parties have requested such an award or it is authorized by law or the parties' submission agreement

R-19. Award upon Settlement – Consent Award

If the parties settle their dispute during the arbitration and if the parties so request, the arbitrator may set forth the terms of the settlement in a "consent award." A consent award

must include an allocation of arbitration costs, including administrative fees as well as arbitrator compensation and expenses.

R-20. Delivery of Award to Parties

Parties shall accept as notice and delivery of the award the placing of the award or a true copy thereof in the mail addressed to the parties or their representatives at the last known addresses, personal or electronic service of the award, or the filing of the award in any other manner that is permitted by law.

R-21. Modification of Award

Within fourteen (14) calendar days after the transmittal of an award, the arbitrator may, on their initiative, or any party, upon notice to all other parties, may request the arbitrator, through the AAA, to correct any clerical, typographical, or computational errors in the award. The arbitrator is not empowered to redetermine the merits of any claim already decided. The other parties shall be given seven (7) calendar days to respond to the request. The arbitrator shall dispose of the request within fourteen (14) calendar days after the AAA transmits to the arbitrator the request and any response thereto.

R-22. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to timely state an objection in writing shall be deemed to have waived the right to object.

R-23. Extensions of Time

The parties may modify by mutual agreement any period of time established by these Rules, subject to the AAA's authority under Rule R-1(b) to remove the case from these Rules.

R-24. Serving of Notice and Communications

- (a) The service methods set forth in Rule R-4(b)(iii) may also be used for the delivery of any filing, notice, or communication during the course of the arbitration proceeding.
- (b) The AAA, the arbitrator, and the parties may also use alternative methods of communication or other platforms as directed by the AAA, agreed by the parties, or directed by the arbitrator to exchange any communication or other notice required by these Rules during the course of the arbitration.
- (c) Unless otherwise instructed by the AAA or by the arbitrator, any party submitting any document or written communication to another party, the AAA or the arbitrator, shall simultaneously provide that material to all other participants.
- (d) Failure to provide the other party with copies of communications provided to the

AAA or the arbitrator may prevent the AAA or the arbitrator from acting on any requests or objections contained therein.

- (e) The AAA may direct that any oral or written communications by a party or their representative shall be sent in a particular manner. The failure of a party or their representative to comply with any such direction may result in the AAA's refusal to consider the issue raised in the communication.
- (f) The AAA may communicate administratively with the parties or their representatives either jointly or individually.
- (g) Any method of service on or notice to a party must be made in such a manner to provide that party with reasonable opportunity to be heard with regard to the dispute.

R-25. Confidentiality

- (a) Unless otherwise required by applicable law, court order, or the parties' agreement, the AAA and the arbitrator shall keep confidential all matters relating to the arbitration or the award.
- (b) Upon the agreement of the parties or the request of any party, the arbitrator may make orders concerning the confidentiality of the arbitration proceedings or of any other matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.

R-26. Release of Documents for Judicial Proceedings

The AAA shall, upon the written request of a party to the arbitration, furnish to the party, at the party's expense, copies or certified copies of any documents in the AAA's electronic case management file for the case that AAA determines not to be privileged or confidential.

R-27. Applications to Court and Exclusion of Liability

- (a) No judicial proceeding by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.
- (b) Neither the AAA nor any arbitrator in a proceeding under these Rules is a necessary or proper party in any judicial proceedings relating to the arbitration or any other services provided by the AAA.
- (c) Parties to an arbitration under these Rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.
- (d) Parties to an arbitration under these Rules shall be deemed to have consented that the AAA shall not be liable to any party in any action for damages, or

injunctive or other relief, for any act or omission in connection with any arbitration administered in whole or in part by the AAA or conducted under these Rules. Parties shall also be deemed to have consented that the arbitrator shall not be liable to any party in any action for damages, or injunctive or other relief, for an act or omission in connection with any arbitration administered in whole or in part by the AAA.

- (e) Parties to an arbitration under these Rules may not call the arbitrator, the AAA, or AAA employees as a witness in litigation or any other proceeding relating to the arbitration. The arbitrator, the AAA and AAA employees are not competent to testify as witnesses in any such proceeding.

R-28. Administrative Fees

As a not-for-profit organization, the AAA shall prescribe administrative fees to compensate it for the cost of providing administrative services. The fee schedule in effect when the arbitration case is filed will apply throughout the pendency of the case. The administrative fees shall be paid upon filing of the case, subject to final apportionment among the parties by the arbitrator in the award. The AAA may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fees.

R-29. Expenses

The expenses of witnesses for either side shall be paid by the party introducing such witness(es). All other expenses of the arbitration, including any expenses of the arbitrator, AAA representatives, and any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties, unless they agree otherwise or unless the arbitrator in the award assesses such expenses or any part thereof against any specified party or parties.

R-30. Neutral Arbitrator's Compensation

- (a) Arbitrators will receive compensation at a rate set by the AAA.
- (b) Any arrangement for the compensation of the arbitrator shall be made through the AAA and not directly between the parties and the arbitrator.

R-31. Deposits

- (a) (a) These Rules require the parties to deposit with the filing of any case the amount shown in the applicable fee schedule and thereafter any additional amounts requested as necessary to cover the cost of the arbitration, including the arbitrator's compensation and expenses, if any. The AAA shall render an accounting to the parties and return any unexpended balance at the conclusion of the case. A party's failure to make any additional requested deposits by the date established by the AAA may result in the AAA's or the arbitrator's suspending or terminating the case.

(b) For arbitrator’s compensation beyond the amount of the initial deposit as shown in the applicable fee schedule, the AAA will request additional deposits based on estimates provided by the arbitrator. The arbitrator will determine the estimated amount of deposits using the information provided by the parties with respect to the complexity of each case. The AAA shall request from the arbitrator an itemization or explanation for the arbitrator’s request for additional deposits. The AAA will allocate the deposits requested among the parties and will establish due dates for the collection of those deposits.

Fee Schedule

ADMINISTRATIVE FEE DUE PER CASE:

| Amount of Claim | Administrative Fee |
|----------------------------------|--------------------|
| Less than \$100,000 | \$950 |
| \$100,000 to less than \$500,000 | \$1,750 |
| \$500,000 and above | \$3,000 |

ARBITRATION COMPENSATION DEPOSIT DUE PER CASE:

| Amount of Claim Deposit | Deposit |
|--------------------------------|---------|
| Less than \$25,000 | \$600 |
| \$25,000 to less than \$75,000 | \$900 |
| \$75,000 and above | \$1800 |

This arbitrator compensation deposit is only an estimate. Arbitrators may take more or less time to decide a case depending on many factors, including the volume of submissions and complexity of the case. Additional deposits may be required.

Arbitrator Compensation: \$300/hour

The **Administrative Fee** is payable in full when a claim is filed.

Refunds: The AAA will refund to the paying party or parties 50% of the administrative fee if the parties settle before the AAA confirms the arbitrator’s appointment. No refunds will be given once the AAA confirms the arbitrator’s appointment.

Arbitrations in Abeyance: Cases held in abeyance by mutual agreement for one year will be assessed an annual abeyance fee of \$250, to be split equally among the parties. 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 arbitration will be administratively closed. All filing requirements, including the payment of filing fees, must be met before a matter will be placed in abeyance.

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 these Rules but which are required as a result of the parties' agreement or stipulation.



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