



MASS ARBITRATION AND MEDIATION FEE SCHEDULE FOR NON-CONSUMER AND NON-EMPLOYMENT/WORKPLACE DISPUTES¹

Costs of Arbitration and Mediation

Amended and Effective April 1, 2024

This Mass Arbitration Fee Schedule will apply to all cases where the American Arbitration Association® (AAA®), including cases within the International Centre for Dispute Resolution® (ICDR®), determines in its sole discretion that the following conditions are met:

- a. one-hundred (100) or more similar Demands for Arbitration or Requests for Mediation are filed against or on behalf of the same party or related parties,
- b. where representation of all parties is consistent or coordinated across cases.

All fees listed below are **non-refundable*** and will be assessed to the parties as described below.

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

AAA Administrative Fees

Arbitrator and Mediator compensation is not included as a part of the AAA's administrative fees. Unless the parties' agreement provides otherwise, arbitrator compensation and administrative fees are subject to allocation by an arbitrator in an award.

Note that with regard to all AAA administrative fees, the AAA retains the discretion to interpret and apply this fee schedule to a particular case or cases.

Initiation Fee

The Initiation Fee will be billed and must be paid upon the filing of a mass arbitration by the filing party(s). The Initiation Fee includes an administrative review of the filing, an administrative conference call with the AAA, and the appointment of a Process Arbitrator and/or a Global Mediator. In the event administration continues beyond the items covered by the Initiation Fee, parties will be responsible for the Per Case Fee noted below. The Initiation Fee will be credited toward Per Case Fees for cases that advance to that stage.

Filing Party(s): Flat fee of \$20,000

These fees remain due and payable in the event the cases are closed due to settlement, withdrawal or in the event that a Process Arbitrator makes a final determination that the AAA cannot proceed with the administration of the parties' mass arbitration.

¹ This Mass Arbitration and Mediation Fee Schedule will apply to all Mass Arbitrations not administered under the Consumer or Employment/Workplace Fee Schedules. The one-hundred (100) case threshold and the Consumer Mass Arbitration Fee Schedule will apply to Mass Arbitrations and Mediations administered under the AAA's Home Construction Arbitration Rules and Mediation Procedures (Home Construction Rules) and to Mass Arbitrations administered under the AAA's Construction Industry Arbitration Rules and Mediation Procedures pursuant to Home Construction Rule ARB-12.

Per Case Fee

For any cases that proceed with administration beyond the Initiation stage, the parties will be responsible for the Per Case Fees below. The Initiation Fee will be credited toward these fees. Per Case Fees apply to all claims and are to be paid by the party bringing the claim or counterclaim at the time the matters proceed with administration beyond the Initiation stage.

	First 500 Cases	Cases 501 to 1,500	Cases 1,501 and Beyond
Per Case Fee	\$925	\$775	\$625

AAA reserves the right to determine what tier of fees applies to cases filed subsequent to the initial filing.

**Per Case fees are non-refundable in the event the cases are closed due to settlement or withdrawal.*

Final Fee

This fee will be billed and become due at the time an evidentiary hearing is scheduled or at the time the final submission date is set, whichever is earliest. Final Fees are for both claims or counterclaims, per case, and are to be paid by the party bringing the claim or counterclaim.

	Claim Amount Under \$150,000	Claim Amount \$150,000 - \$1Million or Nonmonetary	Claim Amount Over \$1Million or Undetermined
Final Fee	\$800	\$2,200	\$8,475

Nonmonetary Claims: The nonmonetary final fee is the minimum final fee for any case requesting nonmonetary relief. Where a party seeks both monetary damages and nonmonetary relief, the higher of the two final fees will apply.

**Final Fees are non-refundable in the event the cases are closed due to settlement or withdrawal.*

Arbitrator and Mediator Compensation

Arbitrator and Mediator compensation is not included as part of the administrative fees charged by the AAA. Process Arbitrator, Merits Arbitrator, and Mediator compensation is based on the most recent biography sent to the parties prior to appointment, and as is the responsibility of the parties as directed by the AAA.

Fast Track/Expedited

Merits Arbitrator compensation is based on a flat rate dependent on the locale of each individual case. Flat rates may not be available in all locales.

Regular Track, Large Complex, International

Merits Arbitrator compensation is based on the most recent biography sent to the parties prior to appointment.

Abeyance Fee

Cases held in abeyance by mutual agreement for one year will be assessed an annual abeyance fee of \$2,500, 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 the Initiation Fee, 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 the AAA's rules, but which are required as a result of the parties' agreement or stipulation.