



1851 E. First Street
Suite 1800
Santa Ana, CA 92705
Phone: (714) 834-1340
Fax: (714) 834-1344

Results Beyond Dispute™

www.judicategwest.com

ARBITRATION AND PRIVATE JUDGING FEE SCHEDULE

Effective 01/02/2009

Fees Due	Fee Type	Amount	Comments
Upon Submission & Disclosure	Administrative Fee (AF)	\$150 per party	Minimum fee is \$300 for Commercial Contract cases, payable upon submission
Upon Scheduling	Case Management Fee (CMF)*	\$100 per party per hearing day	Added to the AF for up to a maximum of 8 days per case
	Hearing Fee (hourly)**	\$300-\$660 per/hr	Fee split equally among the parties or per agreement

The case management fee may include the following services and amenities:

- A Case Manager or Coordinator with a minimum of five years industry experience is assigned to manage your case
- Obtain agreement from all parties
- Facilitate the selection of the Neutral
- Document handling & storage through conclusion
- Pre-Hearing Conference Call (PHC)
- Provide conference facilities with administrative & business support including: WIFI, faxes, copiers, computer/printer, projector/TV/DVD plus a friendly & helpful staff
- Variety of complimentary snacks and beverages (plus a “light meal” that will be provided upon request)

** CMF is waived for cases of 4 hours or less, however, a CMF or an additional CMF may be applicable on cases that exceed the reserved time. A CMF is also due on all Private Judging assignments including Special Master and Referee work regardless of whether any live hearings take place.*

*** Each Neutral is an independent contractor who sets their own hourly/daily rates and may enforce different case cancellation, continuance and refund policies. Neutrals’ personal fee schedules are available upon request.*

PAYMENT FOR NEUTRAL SERVICES & RETAINER AGREEMENT

The fees for services other than hearing time include, but are not limited to, the review of submitted materials, research (when clearly necessary) and deliberation time. A discretionary **Refundable Retainer** will be charged for these anticipated services, plus the possible need for additional hearing time, unless otherwise agreed to. The rate for these services is to be shared on a pro rata basis, unless modified by the mutual consent of the parties, Court Order or by ruling from the Neutral. Parties must advance the estimated hourly/daily fees and the retainer to lock in reserved dates. Any unused time billed as “Retainer” is refundable. **PLEASE NOTE: All Judicate West (JW) invoices are due and payable upon receipt. JW reserves the right to withhold service of any rulings or arbitration awards until all fees have been received from all parties. Our agreement to render services is with the attorney or representative of the parties and payment is and remains the responsibility of the recipient and/or their firm or company until received in full.**

CANCELLATION, CONTINUANCE & REFUND POLICY

All continuances/cancellations must be requested in writing and copied to all parties. If a matter scheduled for **less than 7 hours** is cancelled/continued **10 days** or less from the scheduled hearing date, the hearing fee is non-refundable and due/payable by the party(ies) requesting the action. If a **full day case (7 hours or longer)** is continued/canceled **30 days** or less from the hearing date, full payment for lost time is non-refundable and due/payable. For hearings scheduled **3 days** or longer, **45 days** notice is required to avoid any risk of fees for lost time. **No fees will be due for any portion of the vacated time JW can fill.** Multiple continuances by the same party outside the applicable 10/30/45 day policy will result in a \$100.00 continuance fee upon rescheduling. Refunds will be issued on cases canceled beyond the applicable 10/30/45 day policy, less the non-refundable AF/CMF and preparation time expended prior to cancellation. **PLEASE NOTE: All unused hearing time is non-refundable.** A minimum of \$250.00 per party of the AF/CMF is **non-refundable** on full or multiday cases and all private judging matters, regardless of cancellation date. The balance of the CMF is due/refundable based on services provided. **JW reserves the right to cancel any hearing where all fees have not been received timely.**

Downtown Los Angeles Office • 660 S. Figueroa St., Suite 1910, Los Angeles, CA 90017 • (213) 223-1113 • Fax (213) 223-1114
 Long Beach Office • One World Trade Center, Suite 1650 • Long Beach, CA 90831 • (562) 432-8340 • Fax (562) 432-8344
 San Diego Office • 402 West Broadway, Suite 2000 • San Diego, CA 92101 • (619) 814-1966 • Fax (619) 814-1967
 West Los Angeles Office • 12400 Wilshire Blvd., Suite 850, Los Angeles, CA 90025 • (310) 442-2100 • Fax (310) 442-2125