

Results Beyond DisputeSM

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ARBITRATION AND PRIVATE JUDGING FEE SCHEDULE

Effective 12/1/2010

Fees Due	Fee Type	Amount	Comments
Upon Submission & Disclosure	Administrative Fee (AF)	\$150 per party	Minimum fee is \$300 for Commercial Contract matters, 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

In appreciation of your support in our first year in Northern California, for any matters involving all local Northern California clients, a 50% reduction of all AF/CMF may be applicable.

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

- Case management by an industry professional with a minimum of five years experience assigned to your case through conclusion
- Obtain agreement from all parties
- Facilitate the selection of a suitable Neutral
- Document handling & storage
- Pre-Hearing Conference Call (PHC)
- Provide conference facilities with administrative support and turnkey business center usage, WiFi, projector/TV/DVD plus a friendly and helpful staff
- Variety of complimentary snacks & beverages plus a "light meal" is always available upon request

** CMF is waived for Arbitrations of 4 hours or less, however, a CMF or an additional CMF may be applied 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.**