

## ARBITRATION AND PRIVATE JUDGING FEE SCHEDULE

Effective 10/1/2019

Fees Due	Fee Type	Amount	Comments
Upon Filing or Agreement	Filing Fee (FF)	\$250 per party (Non-refundable)	Due in full upon filing a Notice of Intent to Arbitrate. This per party fee must be advanced by the submitting party (i.e., \$500 for a 2 party case, \$750 for 3 parties, etc.), and will be applied in full to that party's fees upon scheduling. <b>On all other matters, this fee is due upon counsel's agreement to utilize the services of Judicate West (JW).</b>
Upon Agreement & Scheduling	Case Management Fee (CMF)	\$250 per party (Non-refundable)	The above FF is combined with an initial CMF totaling \$500, due for all matters and covers up to 2 hearing days. <b>A per day refundable CMF will be added on day 3 for each additional day beyond 2 days and up to a maximum of 10, after which all remaining days' CMFs will be waived. In Private Judging matters, CMFs are assessed based on the volume of documents filed and orders served, as well as the number of live and telephonic hearings scheduled.</b>
	Refundable Retainer*	Variable	<b>Refundable retainer</b> policy is described below and will be an estimated number of hours at your neutral's hourly rate.
Upon Scheduling	Hearing Fee*	\$450-\$1,100 per hour	<b>Split equally</b> amongst the parties or per agreement.

### The FF & CMF may include the following value added services and amenities:

- Case management by an experienced industry professional assigned to your case through conclusion
- Neutral conference facility with private and/or semi-private client business center, current technologies, and support from our friendly and responsive staff
- Obtain agreement from all parties to participate
- Facilitate the selection of a suitable neutral and provide full disclosure upon agreement
- Lunch, plus a variety of complimentary snacks and beverages are available daily, and dinner for afternoon hearings scheduled late into the evening
- Document handling and storage

\* Each neutral is an independent contractor who sets his/her own rates,

they may vary depending on venue, evening or weekend dates, number of parties or subject matter.

\*\* Cancellation and continuance policies may also vary by neutral. Individual 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(s)** 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. Only unused time billed as "Retainer" or "Additional Retainer" is refundable. **PLEASE NOTE: All 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 **one day or less** is cancelled/continued **14 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 **2-3 day** case is continued/cancelled **30 days** or less from the hearing date, full payment for lost time is non-refundable and due/payable. For hearings scheduled **4 days** or longer, greater than **45 days** notice is required to avoid any risk of fees for lost time. **No fee will be due for any portion of the time filled by JW.** Multiple continuances by the same party outside the applicable 14/30/45 day policy will result in an additional \$250 CMF upon rescheduling. Refunds will be issued on cases cancelled beyond the applicable 14/30/45 day policy, less the non-refundable FF/CMF and preparation time expended prior to cancellation. **PLEASE NOTE: All unused hearing time is non-refundable.** A minimum of \$500 per party of the FF/CMF is **non-refundable** on all cases including all private judging assignments, 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 by the stated invoice due date.**