

# EMPLOYMENT/WORKPLACE FEE SCHEDULE

## Costs of Arbitration

Amended and Effective November 1, 2020

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### AAA Administrative Fee Schedule for Employment/Workplace Arbitrations:

#### 1. Filing Fees

##### **A. Single Arbitrator Disputes**

###### **Filed by Individual:**

Individual:

**Non-refundable\*** filing fee capped at **\$300**, unless the clause provides the individual pay less

Company:

**Non-refundable** filing fee of **\$1,900** and balance of individual's filing fee when the clause provides the individual to pay less

Case Management Fee **\$750**

###### **Filed by Company:**

**Non-refundable** filing fee of **\$2,200** is payable in full by the company

Case Management Fee **\$750**

*\*In the event the case is closed due to non-payment of filing fees by the company, the AAA will return any filing fee received from the individual.*

##### **B. Three-Arbitrator Panel Disputes**

###### **Filed by Individual:**

Individual:

**Non-refundable\*** filing fee capped at \$300, unless the clause provides the individual pay less

Company:

**Non-refundable** filing fee of **\$2,500** and balance of individual's filing fee, when the clause provides the individual to pay less

Case Management Fee **\$1,000**

###### **Filed by Company:**

**Non-refundable** filing fee of **\$2,800** is payable in full by the company

Case Management Fee **\$1,000**

*\*In the event the case is closed due to non-payment of filing fees by the company, the AAA will return any filing fee received from the individual.*



### **C. Collective Action Arbitrations**

A party making a demand for treatment of a claim, counterclaim, or additional claim as a collective action arbitration will be subject to the administrative fee of \$3,250. Arbitrator compensation in cases involving a collective action claim will be charged in accordance with the determination as to whether the dispute arises from a company plan or an employment contract.

**For Disputes Proceeding Under the Supplementary Rules for Class Action Arbitration (“Supplementary Rules”):** The AAA’s Fee Schedule, as listed in Section 11 of the Supplementary Rules for Class Action Arbitration, shall apply to disputes proceeding under the Supplementary Rules.

#### **2. AAA Administrative Fees\*\*:**

The company’s share of the filing fees is due as soon as the AAA confirms in writing that the individual filing meets the filing requirements, even if the matter is settled or withdrawn. There shall be no filing fee charged for a counterclaim.

Arbitrator compensation is not included as a part of the administrative fees charged by the AAA.

The above fee schedule will also apply where the company files on behalf of the individual pursuant to the terms of the company plan.

Where the AAA determines that a company’s failure to pay their portion of arbitration costs is a violation of the Employment Arbitration Rules, the AAA may decline to administer future employment/workplace arbitrations with that company.

#### **3. Case Management Fee:**

A **non-refundable** case management fee of **\$750** will be assessed to the company 90 calendar days after the date of receipt of a demand for arbitration. Should the case close for any reason within 90 days of the receipt of the demand for arbitration, the case management fee will not be charged.

#### **4. Hearing Room Rental:**

The fees described above do not cover the rental of hearing rooms. The AAA maintains hearing rooms in most offices for the convenience of the parties. Check with the administrator for availability and rates. Hearing room rental fees will be borne by the company.

#### **5. Abeyance Fee:**

Parties on cases held in abeyance for one year will be assessed an annual abeyance fee of **\$300**. A case may only be held in abeyance after the initial filing fees have been paid. 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 matter will be administratively closed.

#### **6. Expenses:**

All expenses of the arbitrator, required travel and other expenses, and any AAA expenses, as well as the costs relating to proof and witnesses produced at the direction of the arbitrator, shall be borne by the company, unless otherwise agreed by the parties post-dispute.

#### **7. Arbitrator Compensation:**

Arbitrator compensation is not included as part of the administrative fees charged by the AAA. Arbitrator compensation is based on the most recent biography sent to the parties prior to appointment. The company shall pay the arbitrator’s compensation unless the individual, post dispute, voluntarily elects to pay a portion of the arbitrator’s compensation. Arbitrator



compensation, expenses, and administrative fees are not subject to reallocation by the arbitrator(s) except upon the arbitrator's determination that a claim or counterclaim was filed for purposes of harassment or is patently frivolous.

*\*\* For Disputes Arising Out of Company Plans: Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. If you believe that you meet these requirements, you must submit to the AAA a declaration under oath regarding your monthly income and the number of persons in your household. Please contact Case Filing Services at 877-495-4185 if you have any questions regarding the waiver of administrative fees. (Effective January 1, 2003.)*

## 8. 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.

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.

## 9. Administrative Fees for Workplace Mediations

A **\$250 non-refundable** deposit, which will be applied toward the cost of mediation, is required to initiate the AAA's administration of the mediation and appointment of the mediator.

The cost of mediation is based on the hourly or daily mediation rate published on the mediator's AAA profile. In addition, an administrative fee for the AAA's services of **\$75** for each hour charged by the mediator will be assessed. There is a four-hour or one-half day minimum charge for a mediation conference. Expenses referenced in Section M-17 of the Mediation Procedures may also apply. All expenses of the mediation, including required traveling and other expenses or charges of the mediator, shall be borne by the company, unless the parties agree otherwise, post-dispute.

If a matter submitted for mediation is withdrawn or cancelled or results in a settlement after the request to initiate mediation is filed but prior to the mediation conference, the cost is **\$250** (to which the deposit will be applied), plus any mediator time and charges incurred. These costs shall be borne by the company unless the parties agree otherwise.

## Employment/Workplace Multiple Case Filings Administrative Fee Schedule

This Employment/Workplace Multiple Case Filings Administrative Fee Schedule will apply to all cases when the American Arbitration Association (AAA) determines in its sole discretion that the following conditions are met:

- a. Twenty-five (25) or more similar claims for arbitration or mediation are filed,
- b. Claims are against or on behalf of the same party or parties, and
- c. Counsel for the parties is consistent or coordinated across all cases.

All fees listed below are **non-refundable\*** and will be assessed to the parties as described below, unless the clause provides that the individual pay less or the clause provides that the company is responsible for the entire fee.

AAA, in its sole discretion, may consider an alternative payment process for multiple case filings.

**1. Cases Filed by Individuals:**

**Filing Fee:**

	First 500 Cases	Cases 501 to 1,500	Cases 1,501 to 3,000	Cases 3,001 and beyond
Individual filing fee per case	\$100	\$50	\$50	\$50
Company filing fee per case	\$300	\$225	\$150	\$75

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

For multiple case filings that contain more than 500 cases, each tier will be applied to the number of cases that fall within that tier.

*\*In the event any multiple case filings are closed due to non-payment of filing fees by the company, the AAA will return any filing fees received from the individuals. Filing fees are **non-refundable** in the event the cases are closed due to settlement or withdrawal.*

**2. For Cases Filed by the Company:**

In cases where the company is the filing party, the company shall be responsible for all filing and administrative fees.

**3. Fee for Advancing to Arbitrator Selection Process:**

This fee will be billed and must be paid prior to the arbitrator selection process.

Individuals: administrative fee of **\$100** per case

Company: administrative fee of **\$1,750** per case

In cases where the company is the filing party, the company shall be responsible for the Fee for Advancing to the Arbitrator Selection Process.

**4. AAA Administrative Fees\*\*:**

The company's share of the filing fees is due as soon as the AAA confirms in writing that the individual filing meets the filing requirements, even if the matter is settled or withdrawn.

There shall be no filing fee charged for a counterclaim.

Arbitrator compensation is not included as a part of the administrative fees charged by the AAA.

The above fee schedule will also apply where the company files on behalf of the individual pursuant to the terms of the company plan.



Where the AAA determines that a company's failure to pay their portion of arbitration costs is a violation of the Employment Arbitration Rules, the AAA may decline to administer future employment/workplace arbitrations with that company.

#### 5. Hearing Fee:

This fee will be billed at the time an in person hearing is scheduled.

Company: administrative fee of **\$750** per case

#### 6. AAA Mediation Fees:

The cost of mediation is based on the hourly or daily mediation rate published on the mediator's AAA profile. In addition, the administrative fee for AAA to initiate the mediation process for multiple case filings is **\$10,000** plus **\$75** per hour for each hour billed by the mediator. The company shall be responsible for these administrative fees, unless the parties agree otherwise.

The **\$10,000** mediation initiation fee is due prior to the appointment of the mediator. If mediation is commenced after multiple case filing arbitrations have been filed, and the parties agree to stay the arbitrations to pursue mediation, any unpaid arbitration related administrative filing fees will become due if the arbitration process starts again. If the arbitration related administrative filing fees are paid prior to the parties commencing mediation, then the AAA may, in its sole discretion, determine to waive the **\$10,000** mediation initiation fee.

#### 7. AAA Administered Settlement Approval Process:

Where by law, court order and/or party agreement, the parties require a third party neutral to review and approve settlements, the fee for AAA to provide administrative services for the purposes of a neutral to review and approve settlements is **\$3,250** plus **\$2,500** every six months thereafter that the cases remain open. The compensation of the neutral is published on their AAA profile. The company is responsible for all AAA fees and compensation referenced in this section.

#### 8. Abeyance Fee:

Should the cases be stayed to allow for settlement negotiations or for any other reason, including judicial intervention, the AAA shall assess a single, **non-refundable** administrative fee of **\$2,500** for the stayed cases and an additional, single, **non-refundable** administrative fee of **\$2,500** every six months the cases are held in abeyance. All abeyance fees are to be paid by the company. Cases may only be held in abeyance after the initial filing fees have been paid.

#### 9. Expenses:

All expenses of the arbitrator, required travel and other expenses, and any AAA expenses, as well as the costs relating to proof and witnesses produced at the direction of the arbitrator, shall be borne by the company, unless otherwise agreed by the parties post-dispute.

#### 10. Arbitrator Compensation:

Arbitrator compensation is not included as part of the administrative fees charged by the AAA. Arbitrator compensation is based on the most recent biography sent to the parties prior to appointment. The company shall pay the arbitrator's compensation unless the individual, post dispute, voluntarily elects to pay a portion of the arbitrator's compensation. Arbitrator compensation, expenses, and administrative fees are not subject to reallocation by the arbitrator(s) except upon the arbitrator's determination that a claim or counterclaim was filed for purposes of harassment or is patently frivolous.

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*arbitrations conducted in California. If you believe that you meet these requirements, you must submit to the AAA a declaration under oath regarding your monthly income and the number of persons in your household. Please contact Case Filing Services at 877-495-4185 if you have any questions regarding the waiver of administrative fees. (Effective January 1, 2003.)*

#### **11. Fees for Additional Services:**

*The AAA reserves the right to assess additional administrative fees for services performed by the AAA beyond those provided for in this Fee Schedule and which may be required by the parties' agreement or stipulation.*

*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.*