



# Mass Arbitration Procedures Fee Schedule

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## NON-REFUNDABLE FILING FEE\*

\$7,500 – Regardless of the number of cases

\$7,500 – Counterclaims

- Entire Filing Fee must be paid in full for JAMS to assign a Process Administrator.
- For arbitrations arising out of employer-promulgated plans, the most that employees, in the aggregate, may be required to pay is \$2,500. The employer must bear the remainder of the employees' share of the Filing Fee and all Case Management Fees. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement or contract will be determined by JAMS.
- For arbitrations arising out of pre-dispute arbitration clauses between companies and individual consumers, JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness applies. In those cases, when consumers (as defined by those Minimum Standards) initiate arbitration against the company, the most that the consumers, in the aggregate, may be required to pay is \$2,500. The company must bear the remainder of the consumers' share of the Filing Fee and all Case Management Fees.

## PROCESS ADMINISTRATOR FEE

- The Process Administrator will bill at the rate reflected in their General Fee Schedule.

## CASE MANAGEMENT FEE

- 13% of Professional Fees
- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.

## ARBITRATOR APPOINTMENT FEE

- One arbitration filing fee, at the standard rate (\$2,000 for a two-party matter and \$3,500 for matters involving three or more parties), shall be assessed for each arbitrator appointed regardless of the number of cases or groups of cases the arbitrator is appointed to or the number of times the arbitrator is appointed to cases in the Mass Arbitration.

## GENERAL ARBITRATION POLICIES

- Unused hearing time is non-refundable.
- Hearing fees, including all applicable Case Management Fees, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Arbitrator's time can be rescheduled with a hearing in another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the cancelling or continuing party is responsible for the fees of all parties.
- A retainer for anticipated preparation and follow-up time will be billed to the parties. Any unused portion will be refunded.
- Refund Policy: Overpayments are issued to the billing contact on the matter regardless of the paying party.
- All fees are due and payable in advance of services rendered and by any applicable due date as stated in a hearing confirmation letter. JAMS reserves the right to cancel your hearing if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an arbitration order or award.
- Parties that, through mutual agreement, have held their case in abeyance for one year will be assessed an initial abeyance fee of \$500, and \$500 every six months thereafter. If a party refuses to pay the assessed fee, the other party or parties may opt to pay the entire fee on behalf of all parties, otherwise the matter will be closed.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

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\*50% of the Filing Fees will be refunded if the matter is withdrawn within 5 days of filing. After 5 days, the Filing Fee is non-refundable.