



CONSUMER ARBITRATION RULES

Costs of Arbitration

Amended and Effective January 15, 2024

Costs of Arbitration

Where the AAA® determines that a business’s failure to pay their portion of arbitration costs is a violation of the Consumer Arbitration Rules, the AAA may decline to administer future consumer arbitrations with that business.

Party	Consumer Arbitration*
Individual	<p>Filing Fee: \$225</p> <p>\$0 if Case Filed by Business</p>
Business	<p>Filing Fee: \$375 for 1 or \$500 for 3 arbitrators is due once the individual claimant meets the filing requirements; \$600 for 1 arbitrator or \$725 for 3 arbitrators if Case Filed by Business is due at the time the arbitration is filed.</p> <p>Case Management Fee: \$1,400 for 1 arbitrator or \$1,775 for 3 arbitrators will be assessed to the business and must be paid at the time the arbitrator is presented to the parties.</p> <p>Hearing Fee: \$500 for telephonic hearings, virtual hearings or in-person hearings held.</p> <p>Arbitrator Compensation: \$300 per hour per arbitrator</p>
	<p>*Arbitrator compensation, expenses, and administrative fees (which include Filing Fees, Case Management Fees and Hearing Fees) are not subject to reallocation by the arbitrator(s) except as may be required by applicable law or upon the arbitrator’s determination that a claim or counterclaim was filed for purposes of harassment or is patently frivolous.</p>

AAA Administrative Fees

In cases where the business is the filing party, either as the claimant or filing on behalf of the individual, the business shall be responsible for all administrative fees that includes, filing fees, case management fees and hearing fees charged by the AAA.

Arbitrator compensation is not included as a part of the AAA’s administrative fees.

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.

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 business is responsible for the entire fee.

(i) Filing Fees*

In cases before a single arbitrator where the individual is the Claimant, a **non-refundable** filing fee**, capped in the amount of \$225, is payable in full by the individual when a case is filed unless the parties' agreement provides that the individual pay less. A **non-refundable** filing fee in the amount of \$375 is payable by the business once the individual claimant meets the filing requirements, unless the parties' agreement provides that the business pay more. If the individual Claimant meets the filing requirements but the case is subsequently closed pursuant to R-9 of the Consumer Arbitration Rules prior to the appointment of the arbitrator(s) (Small Claims Option for the Parties), the business shall be responsible for a \$225 filing fee rather than the \$375 filing fee.

In cases before three or more arbitrators, where the individual is the Claimant, a **non-refundable** filing fee** capped in the amount of \$225 is payable in full by the individual when a case is filed, unless the parties' agreement provides that the individual pay less. A **non-refundable** filing fee in the amount of \$500 is payable by the business once the individual claimant meets the filing requirements, unless the parties' agreement provides that the business pay more. If the individual Claimant meets the filing requirements but the case is subsequently closed pursuant to R-9 of the Consumer Arbitration Rules prior to the appointment of the arbitrator(s) (Small Claims Option for the Parties), the business shall be responsible for a \$225 filing fee rather than the \$500 filing fee.

In cases where the business is the filing party, either as the claimant or filing on behalf of the individual, the business shall be responsible for all filing fees. The **non-refundable** filing fee is \$600 for a single arbitrator or \$725 for 3 arbitrators.

The business'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.

***In the event the individual's consumer case is closed due to non-payment of initial filing fees by the business or closed pursuant to R-9 of the Consumer Rules prior to the appointment of the arbitrator, the AAA will return any filing fee received from the individual. Filing fees are non-refundable in the event the cases are closed due to settlement or withdrawal.*

***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 the AAA at 1-800-778-7879, if you have any questions regarding the waiver of administrative fees. (Effective January 1, 2003)*

***Pursuant to New Jersey Statutes § 2A:23B-1 et seq, 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 New Jersey Arbitration Act, and to all consumer arbitrations conducted in New Jersey. 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 the AAA at 1-800-778-7879, if you have any questions regarding the waiver of administrative fees. (Effective May 1, 2020)*

(ii) Case Management Fee

A **non-refundable** case management fee of \$1,400 for 1 arbitrator or \$1775 for 3 arbitrators will be assessed to the business and must be paid at the time the arbitrator is presented to the parties.

(iii) Hearing Fees

For telephonic hearings, virtual hearings or in-person hearings held, a Hearing Fee of \$500 is payable by the business. If a case is settled or withdrawn prior to the hearing taking place, the Hearing Fee will be refunded, or cancelled if not yet paid. However, if the AAA is not notified of a cancellation at least two business days before a scheduled hearing, the Hearing Fee will remain due and will not be refunded.

There is no AAA hearing fee for an Administrative Conference (see R-10).

Neutral Arbitrator's Compensation

Arbitrator compensation is not included as part of the administrative fees charged by the AAA. Arbitrator compensation is set at a rate of \$300 per hour per arbitrator. Arbitrators are compensated at this rate for all time incurred on the case, including but not limited to: study, hearing, and travel time. The business shall pay the arbitrator's compensation unless the individual, post dispute, voluntarily elects to pay a portion of the arbitrator's compensation.

If an evidentiary hearing is cancelled fewer than 2 business days before the hearing, the arbitrator is entitled to receive compensation for a full day of hearing (8 hours).

Reallocation of Arbitrator Compensation, AAA Administrative Fees and Certain Expenses

Arbitrator compensation, expenses, and administrative fees (which include Filing Fees, Case Management Fees and Hearing Fees) are not subject to reallocation by the arbitrator(s) except as may be required by applicable law or upon the arbitrator's determination that a claim or counterclaim was filed for purposes of harassment or is patently frivolous.

Hearing Room Rental

The hearing fees described above do not cover the rental of hearing rooms. The AAA maintains hearing rooms for rent 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 business.

Abeyance Fee

Parties on cases held as inactive for one year will be assessed an annual abeyance fee of \$500. If a party refuses to pay the assessed fee, the opposing party or parties may pay the entire fee on behalf of all parties, otherwise the matter will be administratively closed. All filing requirements, including payment of filing and other administrative fees, must be met before a matter may be placed in abeyance.

Expenses

All expenses of the arbitrator, including 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 business.

Consumer Clause Review and Registry Fee

Please note that all fees described below are **non-refundable**.

For businesses submitting a clause, the cost of reviewing the clause and maintaining that clause on the Registry is \$600. A yearly Registry fee of \$600 will be charged to maintain each clause on the Registry for each calendar year thereafter.

If the AAA receives a demand for consumer arbitration arising from an arbitration clause that was not previously submitted to the AAA for review and placement on the Registry, the business will incur an additional \$300 fee for the AAA to conduct an immediate review of the clause.

Any subsequent changes, additions, deletions, or amendments to a currently registered arbitration agreement must be submitted for review and a review fee of \$600 will be assessed at that time.



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 the 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 \$300 per hour. The business is responsible for all AAA fees and compensation referenced in this section.

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 the Consumer Arbitration Rules and which may be required by the parties' agreement or stipulation.