



EMPLOYMENT/WORKPLACE MASS ARBITRATION AND MEDIATION FEE SCHEDULE

Costs of Arbitration and Mediation

Amended and Effective January 15, 2024

This Employment/Workplace Mass Arbitration Fee Schedule will apply to all cases where the American Arbitration Association® (AAA®) determines in its sole discretion that the following conditions are met:

- a. twenty-five (25) or more similar Demands for Arbitration or a Request for Global Mediation are filed against or on behalf of the same party or related parties,
- b. where representation of all parties is consistent or coordinated across 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.

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.

AAA, in its sole discretion, may consider an alternative payment process for mass arbitration filings.

AAA Administrative Fees

This fee schedule will also apply where the company files on behalf of the individual pursuant to the terms of the company plan. In cases where the company is the filing party, the company shall be responsible for all administrative fees that includes all initiation fees, per case fees, arbitrator selection fees, and final fees.

There shall be no fees charged for a counterclaim.

Arbitrator and Mediator 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.

(i) Initiation Fee

The Initiation Fee will be billed and must be paid upon the filing of a mass arbitration by the individuals. The company will be responsible for their portion of the fee once the individuals have met the AAA's filing requirements. The Initiation Fee includes an administrative review of the filing, an administrative conference call with the AAA, and the appointment of a Process Arbitrator and/or a Global Mediator. In the event administration continues beyond the items covered by the Initiation Fee, parties will be responsible for the Per Case Fee noted below. The Initiation Fee will be credited toward Per Case Fees for cases that advance to that stage.

Individuals: Flat fee of \$3,125

Company: Flat fee of \$8,125

These fees remain due and payable in the event the cases are closed due to settlement, withdrawal or in the event that a Process Arbitrator makes a final determination that the AAA cannot proceed with the administration of the parties' mass arbitration.

(ii) Per Case Fee

For any cases that proceed with administration beyond the Initiation stage, the parties will be responsible for the Per Case Fees below. The Initiation Fee will be credited toward these fees.

	First 500 Cases	Cases 501 to 1,500	Cases 1,501 to 3,000	Cases 3,001 and beyond
Individual Per Case Fee	\$125	\$75	\$75	\$75
Company Per Case Fee	\$325	\$250	\$175	\$100

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

**In the event any mass arbitrations are closed due to non-payment of Per Case Fees by the individuals or the company, the AAA will return any Per Case fees to the paying party. Per Case fees are non-refundable in the event the cases are closed due to settlement or withdrawal.*

(iii) Arbitrator Selection Fee

This fee will be billed and must be paid prior to the selection process of Merits Arbitrators.

Individuals: administrative fee of \$150 per case

Company: administrative fee of \$1,100 per case

**In the event any mass arbitrations are closed due to non-payment of the Arbitrator Selection Fees by the individuals or the company, the AAA will return any Arbitrator Selection Fees to the paying party. Arbitrator Selection Fees are non-refundable in the event the cases are closed due to settlement or withdrawal.*

(iv) Final Fee

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

Company: administrative fee of \$750 per case

Arbitrator and Mediator Compensation

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

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 company, unless otherwise agreed by the parties' post-dispute.

Reallocation of Arbitrator Compensation, AAA Administrative Fees and Certain Expenses

Arbitrator compensation, expenses, and administrative 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.

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 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 initiation fees have been paid.

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.

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

*** 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 888-774-6904 if you have any questions regarding the waiver of administrative fees.*