

FEES FOR DISPUTES WHEN ONE OF THE PARTIES IS A CONSUMER



ARBITRATION FEES: 2-party matters

Party	Based on Written Submissions Only (Note 1)	In-Person or Telephonic/Virtual Hearing (Note 1)
Filing fee is due and payable by the party filing the claim when case is filed unless the parties' agreement and/or applicable state law provides otherwise. If so, Business pays the difference.	\$215	\$215
Administrative fee is due and payable by Business upon receipt of notification from NAM that the Demand for Arbitration has been filed and the arbitration proceeding has been commenced (if Business is the initiating party, this fee is due when the case is filed, along with the Filing fee mentioned above).	\$350	\$350
Case Management fee is due and payable by Business the earlier of (a) when the response to the demand is due per NAM Rules, or (b) when the response is filed with NAM.	\$1,350	\$1,350
Hearing/Scheduling fee is due and payable by Business at the time a hearing is scheduled.	Not Applicable	\$450
Arbitrator Time fees are due and payable by Business when the time is incurred by the Arbitrator. See pages 4-5 for fees, as applicable, when Arbitrator Time has been scheduled and reserved and the day(s) adjourn(s)/cancel(s)/settle(s).	\$550 per hour (unless a Specially Designated Hearing Officer is selected; contact NAM for the applicable rates)	\$550 per hour (unless a Specially Designated Neutral is selected; contact NAM for the applicable rates)

Note 1: All fees are non-refundable unless otherwise indicated.

FEES FOR DISPUTES WHEN ONE OF THE PARTIES IS A CONSUMER



ARBITRATION FEES: Mass Filings

Cases that are included in Mass Filings will be subject to reduced/graduated filing and administrative fees. To be eligible, the following criteria must be met:

1. twenty-five (25) or more similar demands for arbitration are filed;
2. demands for arbitration are against the same party or related parties; and
3. representation for the parties is consistent or coordinated across all cases.

The determination is to be made by NAM in its sole discretion. Once determined, the following filing and administrative fees will apply (note that if less than 25 demands for arbitration are filed at one time and then additional demands for arbitration are filed at a later date but which altogether are determined to qualify as a Mass Filing, the original demands for arbitration processed will not be retroactively re-rated; however, the additional demands for arbitration will be subject to the reduced/graduated filing and administrative fees noted herein):

Responsible Party	Initial Filing/Admin Fee (Notes A & B)	Panel Preparation Fee (Note A)	Final Admin Fee, Hearing/Scheduling Fee and Arbitrator Time Fee (Note A)	Explanation
Business	<p>Initial Admin fee: \$300 per claim for the first 1,000 claims</p> <p>\$275 per claim for each additional claim beyond 1,000</p>	<p>\$525 per claim for in-person/virtual hearings or arbs based on written submissions if claim is in excess of \$10,000 (\$400 per matter for claims of \$10,000 or less to be resolved by written submissions)</p>	<p>Final Admin fee: \$525 per claim (\$400 per matter for claims to be resolved by written submissions)</p> <p>Arbitrator Time \$550 per hour (unless a Specially Designated Neutral is selected; contact NAM for the applicable rate)</p>	<p>Initial Admin fees are incurred and due when a claim is filed. In the event a Procedural Arbitrator has been requested/appointed, then the Initial Admin fees are incurred and due for all claims submitted to the Procedural Arbitrator, with the exception of those claims that the Procedural Arbitrator determines not to be properly filed, in his/her sole discretion, as follows:</p> <p style="margin-left: 40px;">a) For those claims that the Procedural Arbitrator determines to be properly filed, said determination to be made by the Arbitrator based upon the</p>

FEES FOR DISPUTES WHEN ONE OF THE PARTIES IS A CONSUMER



				<p>Arbitrator’s findings and not due to a stipulation/agreement between the parties, the Initial Admin fees are due and payable upon the issuance of the final determination by such Procedural Arbitrator; and</p> <p>b) for all other claims which are withdrawn/settled/cancelled, either unilaterally or by stipulation of the parties prior to the final determination of the Procedural Arbitrator, 50% of the Initial Admin fees for such claims shall be due and payable upon such withdrawal, settlement, or cancelation.</p> <p>Panel Preparation fees are incurred and due at the commencement of panel creation.</p> <p>Final Admin Fees are incurred and due 30 days before the initial hearing date.</p> <p>Arbitrator Time fees are due and payable by Business when the time is incurred by the Arbitrator. See pages 4-5 for fees, as applicable, when Arbitrator time has been scheduled and reserved and the day(s) adjourn(s)/cancel(s)/settle(s).</p>
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FEES FOR DISPUTES WHEN ONE OF THE PARTIES IS A CONSUMER



Claimant	Initial Filing Fee: \$100 per claim			Initial Filing fees are incurred and due when a claim is filed.
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Note A: All fees are non-refundable once incurred unless otherwise indicated.

Note B: The initial admin/filing fees are due when a claim is filed. However, NAM will allow the parties to defer payment of a portion of such admin/filing fees for amounts due in excess of \$1,000,000 per party. The unpaid initial admin/filing fees shall be due and payable no later than at the commencement of panel creation or upon settlement/cancellation/withdrawal of the claim, whichever comes first.

OTHER ARBITRATION FEES (that MAY APPLY to 2-Party Matters and to Mass Filings)

Fee Type	Fee and Description
Adjournment fee for an Arbitration when less than 7 hours has been reserved per day – payable by adjourning party and billable for each scheduled hearing date (based on Notice Before each scheduled hearing date)**:	
- 0 – 5 Business Days’ Notice to NAM	100% of the Arbitrator Time fee for the number of hours reserved (calculation is made and charged for each day that a hearing is scheduled)
- 6 – 14 Business Days’ Notice to NAM	50% of the Arbitrator Time Fee for the number of hours reserved (calculation is made and charged for each day that a hearing is scheduled)
- 15 + Business Days’ Notice to NAM	No fee
Procedural Arbitrator Appointment: Administrative Fees and Hourly Arbitrator	Administrative fee of \$2,000 is due and payable at the time a request is made for appointment of a Procedural Arbitrator.

FEES FOR DISPUTES WHEN ONE OF THE PARTIES IS A CONSUMER



time (ONLY pertains to Mass Filings, as applicable)	<p>Hourly Arbitrator time is due and payable as incurred at the rate of \$850 per hour. Special hourly rates apply to Specially Designated Hearing Officers. Please contact NAM for the applicable rates.</p> <p>In the event that the party seeking the appointment of the Procedural Arbitrator is the Business, all administrative and hourly fees for the Procedural Arbitrator are to be paid by the Business. However, if the party seeking the appointment of the Procedural Arbitrator is the Consumer, all administrative and hourly fees for the Procedural Arbitrator shall be shared equally between the parties.</p>
Withdrawal, Cancellation or Settlement Fee when less than 7 hours has been reserved**	<p>If a conference has been scheduled and the matter is withdrawn, cancelled, or settled and NAM is given notice of such within 14 Business days of the conference date, hourly fees for time reserved in accordance with the above schedule concerning adjournment fees may be charged.</p>

**When one or more full days of time (that is, 7 or more hours per day) has/have been reserved and the day(s) subsequently adjourn(s)/cancel(s)/settle(s), the following fees will apply:

Fee Type	Fee and Description
- 0 – 15 Business Days’ Notice to NAM	100% of the hourly fees for time reserved for the hearing/conference.
- 16 – 30 Business Days’ Notice to NAM	50% of the hourly fees for time reserved for the hearing/conference.

As applicable, the parties will be responsible for fees relating to Arbitrator Time for the number of hours expended by the Arbitrator before NAM is notified that a case has been adjourned/withdrawn/cancelled/settled.

FEES FOR DISPUTES WHEN ONE OF THE PARTIES IS A CONSUMER



MEDIATION FEES

Type	Fee	Description
Administrative Fee (non-refundable)	\$800	\$200 payable by Initiating party; \$600 payable by Business
Hourly Mediator Time	\$850 per hour	Subject to a minimum of 2 hours; payable by Business

In some circumstances, special administrative and hourly rates (or other requirements, such as a minimum amount of reserved time) apply to certain Specially Designated Hearing Officers who are designated as such on NAM’s Hearing Officer roster. Please contact NAM for the applicable rates.

OTHER MEDIATION FEES (MAY APPLY)

Fee Type	Fee and Description
Adjournment fee for a Mediation – payable by adjourning party and billable for each scheduled Conference Date when less than 7 hours has been reserved (based on Notice Before each scheduled Conference Date)**:	
- 0 – 5 Business Days’ Notice to NAM	100% of hourly fees for time reserved for conference (calculation is made and charged for each day that a conference is scheduled)
- 6 – 14 Business Days’ Notice to NAM	50% of hourly fees for time reserved for conference (calculation is made and charged for each day that a conference is scheduled)
- 15 + Business Days’ Notice to NAM	No fee**
Withdrawal, Cancellation, or Settlement Fee for a Mediation when less than 7 hours has been reserved**	If a conference has been scheduled and the matter is withdrawn, cancelled, or settled and NAM is given notice of such within 14 Business days of the conference date, hourly fees for time reserved in accordance with the above schedule may be charged.

FEES FOR DISPUTES WHEN ONE OF THE PARTIES IS A CONSUMER



**When one or more full days of time (that is, 7 or more hours per day) has/have been reserved and the day(s) subsequently adjourn(s)/cancel(s)/settle(s), the following fees will apply:

Fee Type	Fee and Description
- 0 – 15 Business Days' Notice to NAM	100% of the hourly fees for time reserved for the hearing/conference.
- 16 – 30 Business Days' Notice to NAM	50% of the hourly fees for time reserved for the hearing/conference.

As applicable, the parties will be responsible for fees relating to Mediator Time for the number of hours expended by the Mediator before NAM is notified that a case has been adjourned/withdrawn/cancelled/settled.

TERMS & CONDITIONS

- This fee sheet shall apply to matters referred to NAM as a result of a **pre-dispute** Arbitration/Mediation contract provision entered into by mutual agreement between the parties when one of the parties is a Consumer.
- Administrative fees include case administration, coordination, scheduling, and document handling.
- Arbitrator/Mediator time refers to the combination of conference/pre-hearing conference/hearing time, travel time (if required), study, and review of written submissions and documents from the parties, research, and decision preparation time (as applicable).
- NAM reserves the right to assess additional administrative fees for services performed by NAM beyond those provided for herein and which may be required/requested by the parties' agreement/stipulation.
- In the event the parties' agreement provides for payment of fees by one or more parties contrary to the fees set forth herein, the NAM Administrator shall determine the fees that shall apply.
- The NAM Administrator will make the final determination as to the proper Rules and Procedures and Fee Sheet that shall apply to a matter.

FEES FOR DISPUTES WHEN ONE OF THE PARTIES IS A CONSUMER



PAYMENT TERMS

- Fees are incurred and due as indicated on this fee schedule. All other fees are due within 10 days of invoice date. **HOWEVER, IF THE ARBITRATION IS SUBJECT TO CALIFORNIA CODE OF CIVIL PROCEDURE 1281.97 ET AL. / SB762, PAYMENT IS DUE UPON RECEIPT, AS OF THE DATE OF THE INVOICE. PAYMENT MUST BE RECEIVED BY NAM NO LATER THAN 30 DAYS FROM THE DATE OF THE INVOICE. PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE 1281.97 ET AL./SB 762, NAM CANNOT GRANT ANY EXTENSIONS TO THIS PAYMENT DEADLINE UNLESS AGREED UPON BY ALL PARTIES.**
- To the extent that additional Arbitrator/Mediator time is required, NAM may direct the parties to make interim payments.
- Each party is responsible to pay the fees directly to NAM. If, as part of the award, the Arbitrator/Mediator orders that a portion of the cost of the Arbitration/Mediation be reimbursed from one party to the other party, such reimbursement is to be made between/among the parties after NAM has been paid in full and without the involvement of NAM.
- NAM may require one or more of the parties to make an advance payment in an amount to be determined by the NAM Case Administrator, to be applied to future administrative fees and/or arbitrator billing on a matter. Additional requests for payment may be made if the amounts on deposit are depleted during the pendency of the matter. Unused amounts of advance deposits will be refunded at the conclusion of the case with the exception of any amounts applied to unused reserved time charges.
- In the event that a party fails or refuses to make payments, NAM may direct the other party to affect a substitute payment to allow the Arbitration/Mediation to proceed (subject to any Award for costs). In such circumstances, the party paying the substitute payment may be entitled to recover that amount from the defaulting party.
- NAM may elect not to commence and/or continue administration of a claim and/or withhold the release of the Arbitrator's decision (as applicable) due to nonpayment of fees. NAM and/or the Arbitrator shall have the authority to suspend or terminate the administration of a matter due to non-payment of outstanding fees.
- In the event a dispute arises as to the classification of a party as a "consumer," the NAM Administrator, in his/her sole discretion, will determine such classification.
- Interest will be charged at a rate of 1.5% per month on balances more than 30 days past due.
- Any questions or concerns regarding invoices should be brought to NAM's attention within 30 days of the receipt of the invoice.

Fees and costs are effective as of 7/1/2024. All fees are subject to adjustment annually as of July 1st of each year.