

# New Era ADR Fee Schedule



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# New Era ADR Fee Schedule

## ALL-INCLUSIVE FLAT FEE CHART

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Mass Claims
<b>Filing Fee</b>	\$300	\$500	\$1,000	\$1,500	\$1,500	\$500
<b>Flat Case Fee</b>						
<b>Mediations</b>	\$1,500	\$5,000	\$10,000			N/A
<b>Expedited Arbitrations</b>	\$3,000		\$10,000	N/A		\$500 / \$3,000 <sup>1</sup>
<b>Standard Arbitrations</b>	N/A			\$35,000	\$50,000	N/A
<b>Default Fee Allocation (in the absence of an existing agreement amongst the parties)</b>						
<b>Business to Business</b>	50% to 50%					N/A
<b>Business to Consumer / Employee</b>	<b>Filing Fee:</b> 50% to 50% up to a max of \$300 for the consumer/employee <b>Flat Case Fee:</b> 100% to 0%					

### 1) In General

- a) New Era ADR charges up-front, flat fees, inclusive of Neutral fees, depending on the type of case, complexity involved, and the commitment of a Neutral to fully consider the law and facts of a case and render a fair decision.
- b) Each Party to a dispute is responsible for their share of the dispute fee according to the New Era ADR Rules and Procedures and this Fee Schedule. New Era ADR will respect fee allocation agreements agreed to in advance by the parties, subject to the New Era ADR Minimum Fairness Standards. In the absence of such a fee allocation provision, the default allocations are provided in the chart above. If required by law, businesses shall make up the difference, if any, between the consumer/employee share of the filing fee and the cost of filing a similar claim in court in the jurisdiction in which the consumer/employee lives.
- c) All disputes will default to Tier 3 Disputes (as defined below), and New Era ADR retains the sole discretion in determining in which other Tier a given dispute may belong.

<sup>1</sup> The Flat Case Fee for Mass Claims is \$3,500, which is split into a \$500 fee due at Arbitrator Assignment and a \$3,000 fee due for any case not resolved at the mandatory settlement conference in Step 4 of Section 6(b)(iii)(4) of the New Era ADR Rules and Procedures.

- i) **Filing Fees** are due by each party at intake in order to complete the filing of, or answer to, a dispute on the New Era ADR Platform, each in accordance with New Era ADR's Rules and Procedures.
- ii) **Case Fees** are due by the appropriate party(s) upon selection of a Neutral pursuant to New Era ADR's Standard Rank/Strike Process and must be paid in full in order for the Neutral to be assigned and for the dispute to proceed thereafter.
- d) For Tiers 1 and 2, mediations assume a half day of mediation or less (2 - 4 hours), and Tiers 3, 4, and 5 assume a full day of mediation (8 hours). Additional fees may apply in each case if the parties wish to add on additional days of mediation.
- e) New Era ADR reserves the right to make changes and amendments to this Fee Schedule at its discretion. New Era ADR will endeavor to provide notice of any such changes on its website.

## 2) Tier Definitions

### a) Tier 1 Disputes

- i) Defined as: disputes (1) from an agreement between an individual and a business for the purchase of standardized, consumable personal or household goods or services, and where the business has a standardized, systematic application of arbitration clauses that are generally non-negotiable; or (2) where the relief sought in the dispute (A) is an amount in damages of less than \$25,000 and (B) does not include a request for injunctive relief.
- ii) Tier 1 Dispute arbitrations are documents only/desk arbitrations (i.e., without a hearing). Any party may ask for a virtual hearing by making a request with the Neutral on the Platform, and if the Neutral determines a virtual hearing is necessary, the dispute becomes a Tier 2 Dispute.
- iii) Examples of Tier 1 Disputes may include, but are not limited to, eCommerce products, household appliance warranties, household furniture purchases, consumer internet services, and event admissions.

### b) Tier 2 Disputes

- i) Defined as: (1) Transactional disputes where there is a clear contractual term that was violated by one party, and supporting documents and arguments can be uploaded digitally and are sufficient to render a written judgment or (2) Tier 1 Disputes that require a virtual hearing.

- ii) For Tier 2 Disputes, the facts are largely not in dispute, limited to no cross-party discovery is required, and the parties are highly motivated to receive a very quick resolution.
- iii) Examples of Tier 2 Disputes may include, but are not limited to, default contractual payments, simple breaches of contracts, simple employment contractual disputes, and Tier 1 Disputes that require a virtual hearing.

### **c) Tier 3 Disputes**

- i) Defined as: disputes that require a virtual hearing, a Neutral with relevant experience in the nuanced issues of law and fact, and New Era's Virtual Expedited Arbitration discovery process. All matters of fact and law may be in dispute.
- ii) Examples of Tier 3 Disputes may include, but are not limited to, breaches of contract, typical employment disputes, IP licensing disputes, insurance coverage, conflicts of interest, and injunctive relief/equitable claims.

### **d) Tier 4 Disputes**

- i) Defined as: complex disputes that exceed the parameters of Tier 3 Disputes, requiring larger document submissions, New Era's Standard Arbitration discovery process, and potentially multiple hearings or days of mediations.
- ii) Examples of Tier 4 Disputes may include, but are not limited to, international disputes, complex employment disputes, and high-dollar IP infringement disputes.

### **e) Tier 5 Disputes**

- i) Defined as: Tier 4 Disputes where the parties have agreed to a formal motion to dismiss or summary judgment stage.

### **f) Mass Claims**

- i) Defined as: cases qualifying for treatment as a "Mass Arbitration" as that term is defined in the New Era ADR Rules and Procedures, and the fees listed here apply to each case within a Mass Arbitration.

## **3) Prepayment Options**

- a) Prepayment options for reduced filing and/or case fees that apply to all parties to a dispute, for individual disputes and/or mass arbitrations, are available for parties desiring additional fee certainty.

- b)** Prepayment options reduce overall dispute fees but are negotiated on an individual basis by contract depending on various factors, including litigation history and forecasts.
- c)** In the absence of opting for prepayment, the default Filing Fee and Flat Case Fee pricing and allocation is set forth in the chart above.
- d)** With prepayment, the prepaid portion is paid on an annual basis solely by the party contracting with New Era ADR and lowers the Filing Fee and/or Flat Case Fee for all parties in each dispute to which the prepayment applies.
- e)** Under all circumstances, all fees are paid up-front.

#### **4) Ancillary Services**

- a)** Transcriptions – Additional \$1,500. Not available for mediation.
- b)** Reasoned Decisions – Unless it is the default provision to have a reasoned decision, such as the Mass Arbitration Bellwether or employment dispute context, a reasoned decision will cost an additional \$3,000. All decisions are issued in writing.
- c)** Moot Arguments - priced on a per-case basis