

New Era ADR Fee Schedule



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New Era ADR Fee Schedule

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 any fee allocation agreement agreed to in advance by the parties. In the absence of such a fee allocation provision, the default allocations are provided below.
- c) New Era ADR retains the sole discretion in determining in which Tier (as defined below) a given dispute belongs, and thereafter each dispute will follow the respective process under New Era ADR's Proceeding-Specific Rules and Procedures depending on whether an arbitration or mediation is desired by the parties to the dispute, and all are subject to New Era ADR's General Rules and Procedures.
- 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.

ALL-INCLUSIVE FLAT FEE CHART

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Flat Fee Pricing					
Mediations	\$1,500	\$4,000	\$10,000	\$10,000	\$10,000
Mediation w/ Binding Resolution	\$3,500	\$5,000	\$15,000	\$20,000	\$20,000
Expedited Arbitrations	\$3,000	\$5,000	\$10,000	n/a	
Standard Arbitrations	n/a			\$35,000	\$50,000
Default Fee Allocation (in the absence of an existing agreement amongst the parties)					
Business to Business	50% / 50%				
Business to Consumer / Employee	95% / 5%		97.5% / 2.5%	98.5% / 1.5%	99% / 1%

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 (e.g., non-competes and non-solicits), 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.

3) Tier Pricing

a) Tier 1 Disputes

- i) Mediations - \$1500
- ii) Mediations with a Binding Resolution - \$3500
- iii) Expedited Arbitrations - \$3000
- iv) Standard Arbitrations - not applicable
- v) Allocation of fees amongst the parties
 - (1) Business to Business – Fees split 50%/50%, evenly amongst the parties.
 - (2) Business to Consumer/Employee – Fees split 95%/5% business to consumer/employee, respectively.

b) Tier 2 Disputes

- i) Mediations - \$4000
- ii) Mediations with a Binding Resolution - \$5000
- iii) Expedited Arbitrations - \$5000

- iv) Standard Arbitrations - not applicable
- v) Allocation of fees amongst the parties
 - (1) Business to Business – Fees split 50%/50%, evenly amongst the parties.
 - (2) Business to Consumer/Employee – Fees split 95%/5% business to consumer/employee, respectively.

c) Tier 3 Disputes

- i) Mediations - \$10,000
- ii) Mediations with a Binding Resolution - \$15,000
- iii) Expedited Arbitrations - \$10,000
- iv) Standard Arbitrations - not applicable
- v) Allocation of fees amongst the parties
 - (1) Business to Business – Fees split 50%/50%, evenly amongst the parties.
 - (2) Business to Consumer/Employee – Fees split 97.5%/2.5% business to consumer/employee, respectively.

d) Tier 4 Disputes

- i) Mediations - \$10,000
- ii) Mediations with a Binding Resolution - \$20,000
- iii) Expedited Arbitrations - not applicable
- iv) Standard Arbitrations - \$35,000
- v) Allocation of fees amongst the parties
 - (1) Business to Business – Fees split 50%/50%, evenly amongst the parties.
 - (2) Business to Consumer/Employee – Fees split 98.5%/1.5% business to consumer/employee, respectively.

e) Tier 5 Disputes

- i) Mediations - \$10,000
- ii) Mediations with a Binding Resolution - \$20,000

- iii) Expedited Arbitrations - not applicable
- iv) Standard Arbitrations - \$50,000
- v) Allocation of fees amongst the parties
 - (1) Business to Business – Fees split 50%/50%, evenly amongst the parties.
 - (2) Business to Consumer/Employee – Fees split 99%/1% business to consumer/employee, respectively.

4) Subscriptions

- a) Reduced case filing fees, negotiated on an individual basis by contract depending on various factors, including prior litigation history, are available for parties desiring additional fee certainty.
- b) In the absence of subscription pricing, there is only one fee, titled a “case fee,” and the default pricing and allocation is set forth above.
- c) In subscription pricing, there are two components to the case fees:
 - i) A “subscription fee” paid on an annual basis. This fee is paid solely by the subscriber pursuant to contract and lowers the filing fees (as defined herein) for each individual the dispute; and
 - ii) Actual filing fees per case (“filing fees”), paid by each party to a dispute and which are discounted from the default per case pricing as a result of the subscription fee.
- d) Under all circumstances, all fees are paid up-front.

5) Ancillary Services

- a) Transcriptions – Additional \$1500. 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 \$3000.
- c) Moot Arguments - priced on a per-case basis

