



THE BAR ASSOCIATION OF
SAN FRANCISCO

ATTORNEY/ATTORNEY RULES OF PROCEDURE

Revised May, 2018

Arbitration of Attorney/Attorney Fee Disputes

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**Attorney/Attorney Fee Disputes Program
Arbitration Rules of Procedure
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The Bar Association of San Francisco
Attorney/Attorney Fee Disputes Program

Arbitration Rules of Procedure

Revised May 2018

1. PURPOSE AND COMPOSITION

A. Purpose

The Attorney/Attorney Fee Disputes Program (Program) of The Bar Association of San Francisco (Association) arbitrates disputes that arise between attorneys concerning the costs and fees where no claim is being made by or against a client.

B. Chairperson and Other Officers

The Executive Director of the Association shall appoint a Chair of the Attorney/Attorney Fee Disputes Executive Committee (Executive Committee). The Chair shall exercise the powers and bear the responsibilities set forth in these Rules and such other power and responsibilities as may be necessary to carry out the functions of the Program. Included in these powers is the power of the Chair to determine all questions of interpretation of these Rules at any stage of the proceedings. The Association shall also appoint Vice Chairs of the Executive Committee who shall perform duties assigned by the Chair including acting as Chair should the Chair be unable to act. Should both the Chair and the Vice Chairs be unable to act for any reason, the Executive Director of the Association shall appoint a Chair pro tempore.

C. Arbitrators

The membership of the Panel of Arbitrators for the Program shall be composed of Attorney Arbitrators. Attorney Arbitrators shall have been in practice for a minimum of five (5) years and shall be members in good standing of The State Bar of California and The Bar Association of San Francisco, and who in the opinion of the Chair possess the qualifications necessary to function effectively as Arbitrators.

D. Program

The Executive Director of the Association shall appoint an employee of the Association to function as Administrator of the Program.

2. LAWS AND REGULATIONS

A. Matters not provided for in These Rules

The California Arbitration Act, Code of Civil Procedure Sections 1282-1284.2, shall apply to matters not dealt with in these Rules. In the event of a conflict between these Rules and the Code of Civil Procedure, these Rules shall govern.

B. Rules Concerning Enforcement of Awards

Except as specifically provided in these Rules, applicable provisions of Code of Civil Procedure, Sections

1285-1294.2 shall govern judicial enforcement of any arbitration awards issued by the Program.

3. DISPUTES THAT MAY BE ARBITRATED

A. Jurisdiction Over the Parties

The Program shall have jurisdiction of these disputes only with the written consent of all parties.

B. Amount in Dispute

The Program shall not take jurisdiction of any fee dispute involving an amount in controversy of less than \$10,000, unless the Chair, for good cause shown, determines that arbitration should be permitted.

C. Types of Disputes

1. Disputes

The purpose and charter of the Program is to hear and decide disputes concerning professional fees and costs associated with the rendering of professional services.

2. Interest

The Arbitrator may also award to the prevailing party, in addition to fees and costs, interest on the unpaid balance until the date of the Award at a rate not to exceed the maximum interest rate that may be awarded on judgments in accordance with California law. Post-Award interest may also be awarded, to accrue starting 30 days after issuance of the Award.

3. Damages

With specific written consent of all parties, the Arbitrators may hear and decide claims by any party against another that prays for relief in the form of damages, attorney's fees or arbitration costs.

4. NATURE OF ARBITRATION

A. Voluntary Arbitration

The Program has jurisdiction only with the consent of all parties.

B. Binding or Non-Binding Award

Arbitration Awards under this Program are Binding only if both or all parties stipulate. A Binding Arbitration Award is not subject to appeal and may be vacated or corrected by a court of competent jurisdiction only for one or more of the grounds listed in Code of Civil Procedure Sections 1286.2 and 1286.6. The Arbitrator(s) have limited jurisdiction to correct an Award. See Rules 10.B. and C. Binding Arbitration may be changed to Non-Binding Arbitration only by written agreement signed by all parties and sent to the Program and Arbitrator(s) in advance of the Hearing, or as provided in Rule 5.C.

5. INITIATION OF ARBITRATION

A. Filing a Request

To commence Arbitration the Petitioner must do all of the following:

1. File one (1) completed original Request for Resolution of a Fee Dispute Between Attorneys (“Request”) and two (2) copies of the completed Request. Additional copies may be required to match the total number of Respondents named in the dispute. Each party seeking Arbitration must sign the Request form. Representing attorneys may not sign the Request form for or on behalf of parties.

2. Attach a detailed written description of the dispute to each of the forms.

3. Attach a copy of any written fee agreement to each of the forms, or, if there is no written fee agreement or no copy is available, provide an explanation of the fee agreement between Attorney and Client;

4. Pay the appropriate filing fees.

B. Filing a Reply

The Respondent must do all of the following within twenty (20) calendar days from the date of notification from the Program:

1. File one (1) completed original and two (2) copies of the completed Reply for Resolution of a Fee Dispute Between Attorneys (“Reply”), plus additional copies for any additional Petitioners (more than one).

2. Attach a detailed written description of the dispute to each of the forms.

3. Attach a copy of any written fee agreement to each of the forms, or, if there is no written fee agreement or no copy is available, provide an explanation of the fee agreement between Attorney and Client;

4. Pay the appropriate filing fees. (If the Respondent raises the amount in dispute on their Reply form, the Respondent must pay the full filing fee on the difference. [See Rule 11.A.1.]

C. Change of Claim

Any amendment to the Request or Reply must be filed at least twenty (20) days prior to the hearing, except for good cause. A copy must be sent to the opposing party, the Arbitrator and the Program. If the change in claim increases the amount in dispute, the party requesting the change must pay an additional filing fee of 7% of the increase. In the event of an amendment, the other side shall have the right to change the election of Non-Binding or Binding Arbitration. A party choosing to change its election must notify the Program, the Arbitrator(s) and the other parties in writing at least five (5) days prior to the hearing.

D. Withdrawal of Request or Reply

After both sides have agreed to arbitrate, by signing the Request and Reply forms, that agreement cannot be withdrawn without written consent from all parties. The party requesting that the matter be withdrawn shall forfeit all filing fees. Other parties shall receive a refund, if applicable.

E. Settlement

If a matter settles, a written notice must be sent to the Program, the Arbitrator, and the other party. Refer to Rule 11.B regarding any possible refund of filing fees.

6. APPOINTMENT OF ARBITRATOR

A. Number of Arbitrators

Regardless of the amount in controversy, the matter will be heard by one (1) Arbitrator.

B. Selection of Arbitrator

Arbitrators shall be selected based upon relevant factors including availability, experience, and complexity of the case. The Program will choose an Arbitrator from a list maintained by the Program; however, upon request, the Program will supply the parties with names of three potential Arbitrators and provide information about their experience and background. Any or all of the names on the list may be replaced for cause before the selection process described below.

Within five (5) days of service of the list of potential Arbitrator names to the parties, the parties shall rank the names in order of preference. The Arbitrator with the highest ranking shall be assigned to the case. Parties who do not respond within the five days shall be considered to have agreed to all names on the list.

Any potential Arbitrator will perform an in-depth conflict of interest check. If there is a disclosure to be made after the conflicts check, the Program will notify the parties in writing and provide an opportunity to object to that arbitrator, and, if applicable, the selection process will be repeated.

An Arbitrator who believes that he or she cannot render a fair and impartial decision or who believes that there could be an appearance that he or she cannot render a fair and impartial decision, shall recuse himself or herself from hearing the matter.

C. Notice to Arbitrator and Parties

The Program shall promptly notify the Arbitrator of their appointment and shall send copies of the case file to the Arbitrator. The Program shall also notify the parties of the identity of the Arbitrator.

D. Disqualification of Arbitrator

In instances where the Program has selected the Arbitrator, a party may disqualify one (1) Arbitrator without cause and an unlimited number for cause, by notifying the Program in writing, with a copy to all parties, within seven (7) days of receiving notice of the identity of the Arbitrator, except for good cause. The Chair shall rule on challenges for cause and that ruling shall be final.

E. Reassignment to Another Arbitrator

The Chair shall have the authority to reassign any pending case to a replacement Arbitrator, if deemed appropriate in his or her discretion, at any time prior to submission of a case.

7. PRE-HEARING PROCEDURES

A. Correspondence/ Communication

Parties shall not contact the Arbitrator directly by

telephone or in person. All communications with the Arbitrator shall be in writing and must be copied to all parties, or their counsel, if any, and the Program. If any correspondence sent does not indicate that complete copies have also been sent to the other parties, it may be returned unanswered.

B. Submission of Evidence

In the event that either party wishes to submit any additional information or documents not included in the Request for Resolution of a Fee Dispute or Reply, such party shall file a written list of such evidence, together with copies of such documents at least ten (10) days prior to the hearing, except for good cause, with a copy to the Arbitrator and each other. The Arbitrator may decline to accept or consider any evidence not submitted prior to the hearing. It is expected that all documents shall be submitted prior to the hearing.

C. Scheduling of Hearing

The Program shall mail a Calendar of Availability Form to all parties. This form must be completed, indicating at least seven (7) days available in each month, and returned to the designated Arbitrator within the time period provided on the form. The failure of a party to complete or return the form in a timely manner will constitute the consent of that party to the scheduling of the hearing at the sole discretion of the Arbitrator, and that party will be deemed to have consented to the date set for hearing.

D. Notice of Hearing

It is the goal of these Rules that all hearings are completed within ninety (90) days from assignment of the dispute to the Arbitrator, and that all post-hearing submissions shall be completed within twenty (20) days after close of the hearings. It shall be the duty of the Arbitrator to arrange a time and place for the Arbitration hearing and to notify the parties and the Program of such time and place. The hearing shall be held in San Francisco unless all parties and Arbitrators agree otherwise. The Arbitrator may communicate informally with the parties to arrive at a mutually agreeable time and place for the hearing. It is advisable to select a hearing date within twenty (20) days of assignment to allow for submission of pre-hearing briefs or discovery, if such are permitted by the Arbitrator.

Parties who do not provide current addresses to the Program or otherwise fail to make themselves available for a hearing shall have no ground to object to any hearing or Award made in their absence if notice has otherwise been properly given.

E. Discovery

1. Application to the Arbitrator

No pre-hearing discovery is permitted except upon written application to the Arbitrator within ten (10) days after notice of assignment of the Arbitrator, and a showing of good cause. The written application must set forth specific discovery requested and show good cause, with a copy sent to the Arbitrator, all parties and the Program. The other parties shall then have five (5) days to respond

or object in writing to the Arbitrator, with a copy to the other parties and the Program. The Arbitrator shall then issue a Discovery Order, granting or denying the request in part or in whole. The decision of the Arbitrator shall be final.

2. Failure to Comply with Discovery Orders

Failure to comply with Discovery Orders will be considered by the Arbitrator at the hearing. The Arbitrator may apply such remedy as deemed just, which may include resolution of issues in favor of the party deprived of the documents ordered produced.

F. Subpoenas

To subpoena a person or documents, a party shall write to the Arbitrator and request that blank subpoena(s) be issued. The person and/or the custodian of documents being subpoenaed should receive at least five (5) days notice. It is the responsibility of the party serving the subpoena to serve it with a tender of witness fees in the amount of \$35.00 for each witness, plus a mileage allowance to and from the hearing at current rates. A copy of the subpoena shall be sent to the Program, the Arbitrator and the other parties or their counsel, if any.

G. Witnesses

In the event that either party wishes to have witnesses appear without subpoena, the party desiring such witnesses shall submit their names and the expected time involved in direct examination in writing to the opposing parties, the Program and the Arbitrator at least five (5) days prior to the hearing.

H. Transcripts of Arbitration Hearing

Any party may have the hearing recorded by a Certified Shorthand Reporter, at such party's own expense, subject to the following conditions:

1. The Program, the Arbitrator and all parties must be notified in writing of the intent to record at least five (5) days prior to the hearing. It shall be the responsibility of the requesting party to arrange for the transcript.

2. If the non-requesting party does not desire a copy of the transcript, the requesting party shall bear the full cost. If both parties desire a copy of the transcript, the cost shall be divided equally between the parties.

3. Upon request by the Arbitrator, a copy of the transcript shall be provided to the Arbitrator at the cost of reproduction, this cost to be borne by the party requesting the transcript.

I. Clarification of Issues

If the issues to be arbitrated are not clearly set forth in the Request, Reply, or any accompanying documents, the Arbitrator may request the parties to clarify the issues or submit additional documentation. The Arbitrator may in his or her discretion decline to determine any issues not set forth in documents submitted prior to the hearing.

J. Rescheduling the Hearing Date (Continuance)

1. Continuances are not favored and should not be granted, except for good cause. Application for a continuance must be made to the Program in writing explaining the good cause, at least five (5) days prior to the hearing, and submitted with the fee pursuant to Rule 8.I.2

below. A copy of the request must be sent to the Arbitrator, the other parties, and other arbitrators if applicable. Application for a continuance made less than five (5) days before the hearing must show good cause as to why the application could not be submitted in a timely manner. In the event that a continuance is requested at the hearing, the Arbitrator shall either grant or deny the request and notify the Program. In the event that a continuance is granted, the matter will be reset for a hearing to be held not later than thirty (30) days from the date of the original hearing, except for good cause.

2. There is a non-refundable \$100 administrative charge for each request for continuance of the Arbitration date. The continuance fee, payable to BASF, must accompany the continuance request sent to the Program.

3. The Program may waive or lower the continuance fee if good cause is determined to exist.

K. Staying the Matter (Putting on Hold)

1. In the event that a party wishes to stay the arbitration for settlement talks or other issues, that party must submit the request in writing to BASF with an estimate of the length of the stay requested, with a copy to the other parties and the Arbitrator, if assigned. The other side shall then have 5 days to object in writing if desired, copied to everyone. The Program will then determine if the matter shall be stayed.

2. There is a non-refundable \$100 administrative charge for each request of a stay of the case. The fee, payable to BASF, must accompany the stay request sent to the Program.

3. The Program may waive or lower the stay fee if good cause is determined to exist.

8. HEARING PROCEDURES

A. Attendance of Parties

In the event that one of the parties fails to appear at the hearing, the Arbitrator shall attempt to contact the party to determine the grounds for such failure to appear. The Arbitrator may elect to delay submission of the matter or may elect to proceed with one side present and allow the other side to submit written testimony or the Arbitrator may elect to proceed with the hearing and the controversy may then be determined based upon the evidence produced, notwithstanding such failure to appear. If a party willfully refuses to appear, the hearing shall go forward and a decision will be made based upon the evidence produced. In any event, the facts with regard to the failure to appear shall be stated in the Award. In the event that one of the parties refuses or fails to appear and a party who is present requests a continuance so that the presence of the absent party may be compelled by subpoena or otherwise for examination, such continuance shall be granted within the time limits of these Rules.

B. Waiver of Personal Appearance

Any party who lives one hundred (100) miles or more from the site of the hearing may waive personal appearance and submit to the Arbitrator testimony and exhibits by

written declaration under penalty of perjury, and may appear by other means such as conference call. A party living within one hundred (100) miles of the hearing must apply to the Arbitrator in writing, with copies to the other parties and the Program, for approval to waive personal appearance.

C. Representation at Hearing

Any party may be represented at the Arbitration hearing, either by an Attorney or a Non-Attorney spokesperson. The Program, the other parties, and the Arbitrator should be notified in writing at least five (5) days prior to the hearing, except for good cause, if an Attorney or a Non-Attorney spokesperson will represent a party.

D. Evidence/Testimony at Hearing

Parties may present testimony and documentary evidence relevant to the dispute. The Arbitrator may hear any evidence which is deemed trustworthy and which is material to the dispute. Formal rules of evidence shall not apply. The disclosure, at the hearing, of any Attorney/Client communication or Attorney's work-product shall be limited to relevant communications between the parties to the fee dispute and to any work-product which is the subject of the fee dispute. In no event shall such disclosure be deemed a waiver of the confidentiality of such matters for any other purpose. The Arbitrator shall determine the order of presentation of evidence and the time allotted to each party for presentation of evidence and argument, and shall be the sole judge of the relevance of any offered evidence and the hearing procedures employed.

E. Stipulations

Stipulations and admissions that narrow issues or foreclose the need for formal testimony are encouraged.

F. Oaths

The Arbitrator is empowered to administer oaths. Testimony need not be given under oath to be considered and the decision whether to administer oaths shall be made by the Arbitrator.

G. Privacy and Confidentiality

Hearings shall be closed to the public, except for witnesses while testifying and others who are directly participating in the proceeding. The parties may, however, agree to permit others to attend the proceedings. The Arbitration case file, including the Request, Reply, exhibits and transcripts, as well as the Award itself, are to remain confidential unless otherwise required by law or judicial decision. The Arbitration files shall be preserved by the Program in such a manner as to assure protection from unauthorized dissemination of Attorney-Client communications, Attorney work-product, or other confidential information disclosed during the course of the Arbitration.

H. Adjournment

The Arbitrator may adjourn the hearing from time to time as may be necessary.

I. Submission

At the close of the hearing, the matter shall be deemed

submitted. The Arbitrator may hold the matter open within the time limits set by Rule 8.D for later submission of briefs, argument, or other evidence. The Arbitrator shall insure that both parties are provided an equal opportunity to submit such materials and shall submit a date certain for final submission of the matter. Other than as directed by the Arbitrator no evidence may be received by the Arbitrator following completion of the hearing.

9. AWARD

A. Arbitrator Decision

After the matter has been submitted, the Arbitrator shall consider all of the evidence relevant and material to the fee dispute and shall determine all issues necessary to resolve the dispute.

B. Written Award

The Arbitrator shall prepare a written Award, which must include at least the following 9 points:

1. Date of the Hearing;
2. Full names of the parties;
3. Identity of those present at the hearing;
4. That the Award is binding or non-binding;
5. The amount which has previously been paid to any party;
6. A clear statement of the disposition of the fees in dispute, including a clear statement of the action to be taken by each party;
7. Allocation of the Program filing fee between the parties;
8. A statement of reasoning which caused the Arbitrator to reach these conclusions; and
9. The date of the Award.

C. Processing of the Award

The Award shall be signed by the Arbitrator and mailed to the Program, and it is desirable that it is sent within fifteen (15) days following submission of the matter. The Program shall have fifteen (15) days in which to process the Award after its receipt from the Arbitrator. It is the objective of the Program that no more than forty-five (45) days elapse between the date of submission of the matter and the date of the Award. Failure to comply with the forty-five (45) day time frame does not constitute grounds for vacating or dismissing the Award. The Executive Committee shall review the Award, may vacate or modify the Award as necessary, and may refer the matter to another Arbitrator. Should the Executive Committee vacate an Award and order a new hearing, the vacated Award is not made part of the file and is not available for review by anyone, including the parties.

Upon approval of the Award by the Executive Committee, the Program shall serve a copy of the Award on the parties. Once approved and issued to the parties, Rule 10 shall govern the Award.

D. Settlement at Hearing/ Stipulated Awards

The parties may agree in writing to a Stipulated Award at any time prior to the date of the Award. The Arbitrator shall have the power to enter such an Award and should

obtain the written affirmation of said stipulation by all parties. The Stipulated Award will be processed in accordance with Rule 9.C. There is no refund of filing fees when parties have agreed to a stipulated Award.

E. Post Hearing Communications

After the close of the hearing, no party shall communicate in any manner directly with the Arbitrator except as provided in Rule 8.I.

10. EXECUTION OF AWARDS

A. Vacate an Award

Once an Award has been issued to the parties, only a court may vacate such an Award.

B. Correct an Award

The Arbitrator cannot rehear the case or reconsider the decision. The Arbitrator can only correct an Award for miscalculation of figures or an evident mistake in the description of any person, thing or property referred to in the Award or if the Award is imperfect in a matter of form not affecting the merits of the controversy. A request for this type of correction must be made in writing, with a copy to the other parties within ten (10) days of the date the Award was mailed (Code of Civil Procedure Section 1284).

C. Amend or Supplement an Award

There are limited circumstances under which an Arbitrator may amend or supplement an Award after it is issued. These consist of issues, which have been brought before the Arbitrator either in testimony or briefing, but for some reason the Arbitrator fails to include resolution of that issue or issues in the Award. An Arbitrator can make appropriate amendments or supplements to an Award when there has been an inadvertent omission of an issue or issues that have relevance to the Award and where, without their inclusion, the Award would be incomplete or fail to include all of the matters brought before the Arbitrator and necessary for decision. Any jurisdiction on the part of an Arbitrator to amend or supplement an Award expires after the passage of thirty (30) days following the service of a signed copy of the Award on the parties. A request for this type of correction must be made in writing, with a copy to the other parties within ten (10) days of the date the Award was mailed.

D. Payment of Awards

Payment of amounts due as a result of a binding Award is to be made immediately following receipt of the Award, unless a petition to vacate the Award is filed in a court of competent jurisdiction.

11. FEES AND COSTS

A. Filing Fees

1. Calculation of the Filing Fee

The initial filing fee is based on the amount in dispute and is paid by the party requesting Arbitration. This filing fee will become part of the award. The amount of the filing fee is seven percent (7%) of the amount in dispute, with a maximum fee of \$7000.

2. Calculation of the Amount in Dispute

The petitioning Attorney and the respondent Attorney shall each determine their amount in dispute. If, after reviewing the Request for Resolution of a Fee Dispute and Reply, the Program finds that the amount in dispute is greater than originally stated in the Request or Reply, the Program may direct the parties to pay to the Program the additional filing fee due. If the Arbitrator finds, after a hearing, that the amount in dispute is greater than originally stated in the Request for Resolution of a Fee Dispute and Reply, the Award may direct the parties to pay to the Program the additional filing fee due. Any such award of filing fees to the Program is binding on the parties.

3. Payment of the Filing Fee to the Program

The filing fee shall be paid by check, money order or credit card payable to The Bar Association of San Francisco.

4. Award of Filing Fee

At the discretion of the Arbitrator, either party may be directed, as part of the Award, to reimburse the other side, in whole or in part, for filing fees paid to the Program.

5. Failure to Pay Filing Fee

No matter may be referred to an Arbitrator without payment of filing fee. Failure to pay such fee within the time specified by written notice shall be deemed an abandonment of the Arbitration and the file shall be closed.

B. Refunds

No filing fees are refundable by the Program except as otherwise provided in these Rules.

1. Party Refuses or Fails to Consent

If the Respondent refuses or fails to consent, the filing fee paid by Petitioner shall be refunded, less a one hundred dollar (\$100) administration fee.

2. Settlement

If the parties settle the dispute and so advise the Program in writing, with a copy to all parties and Arbitrator, the filing fee shall be refunded to the party who paid it, as follows:

(a) Before initial Arbitrator assignment, the Program shall retain 50%.

(b) After initial Arbitrator assignment, there shall be no refund of filing fees.

C. Waiver of Filing Fee

1. A Request or Reply must be filed with the Program before a waiver will be considered. Any party who is financially unable to pay the filing fee may apply for a waiver of the fee. Forms for such an application are available on request from the Program.

2. The application shall be reviewed by the Program and be granted or denied based on the standards set forth in California Rules of Court, Rule 985.

3. Denial of the waiver may be appealed to the Chair. Such appeal must be made in writing and state good

cause why the waiver should be granted. The processing of the matter will be stayed, pending the determination by the Chair.

4. If a full or partial waiver is granted, the Arbitrator may determine and allocate the appropriate filing fee between the parties and order it to be paid to the Program. Such a ruling is binding on the parties regardless of the binding or advisory nature of the Award.

D. Possible Additional Costs

Generally, no costs other than the filing fee are to be assessed in connection with the Arbitration, except as set forth in Rules 7.J and K. All Arbitrators serve for six (6) hours without compensation as described in Rule 11.E below. In the unlikely event that excessive costs for photocopying, telephone calls, transportation and the like are incurred, the Chair may charge one or more parties costs to compensate the Arbitrator, the Program, or both. The amount of such charges shall be determined taking account of the amount of time spent and the ability of the parties to pay. In no case will the costs assessed exceed ten (10%) percent of the amount in controversy. Any costs so assessed shall be binding and enforceable as an Award against the party or parties so charged.

E. Arbitrator Compensation

Each Arbitrator serves for six (6) hours of meeting time, plus preparation time, on each case at no charge. In the event that a hearing takes more than six (6) hours, the Chair may award compensation as follows:

1. The Arbitrator will not be compensated for preparation time or the first six (6) hours of hearing time, but thereafter the Arbitrator normally will be compensated at a rate of five hundred dollars (\$500) per additional six (6) hour segment [see 11.E.3 for possible exception], or fraction thereof of hearing time, to be paid equally by both parties, unless the Chair determines that a different rate allocation is appropriate. A request for compensation shall be made in writing by the Arbitrator to the Chair in accordance with Rule 11.E.4.

2. The parties may be required to deposit in advance an amount to cover the estimated hearing time if the time required is expected to be greater than six (6) hours. A request for a compensation deposit shall be made in writing by the Arbitrator to the Chair and an Order for Advance Deposit may issue. If at the conclusion of the matter, the deposited amount is greater than the compensation Award, a refund will be issued to the parties. If the compensation Award is greater than the deposit, parties will be ordered to pay the additional compensation amount.

3. In extraordinary circumstances, the Chair may modify or award additional compensation to the Arbitrator based on the complexity of the matter and/or other appropriate factors.

4. A written request for additional Arbitrator compensation shall be sent to the Program when the Arbitration Award is submitted to the Program. The request shall include a letter from the Arbitrator setting

forth the reasons why compensation should be awarded, the amount of compensation sought and copies of the time sheets of the Arbitrator supporting the request. The Program shall serve copies of the Request for Compensation on all parties to the Arbitration when the Award is served. Any party may object to the Request for Compensation, or to the amount of compensation, by submitting a letter to the Program setting forth the reasons for such objection, and any relevant materials within 5 days with a copy to all parties and the Arbitrator. The Chair, or

the Chair's designee, shall determine, without hearing, the amount of compensation to be awarded to the Arbitrator, based on the submissions of the Arbitrator and the parties. The Arbitrator Compensation Award shall be binding on the parties and the Arbitrator, regardless of the binding or non-binding nature of the fee dispute Award. Any judgment confirming a Compensation Award shall include a provision for Attorney's fees to be awarded in connection with any collection efforts.