

MASTERS



RIBAKOFF

mediation • arbitration

## **ARBITRATION FEE SCHEDULE**

### **ADMINISTRATIVE FEES**

#### **\$150 per party on initial submission**

The administrative fee includes all administration services throughout the pendency of the matter.

### **ARBITRATOR FEES AND DEPOSITS**

Christine Masters - \$650.00 per hour

Alan Ribakoff - \$550.00 per hour

A **\$5,000** deposit is required upon confirmation of the Arbitrator to cover initial pre-hearing work and preparation. Additional deposits may be required from time for consideration of motions and/or discovery disputes. A deposit to hold the date(s) set forth the Evidentiary Hearing will also be required. The deposit will be calculated based on the number of days reserved for the Evidentiary Hearing and estimated study/award preparation, and shall be deposited **no less than sixty (60) days before first scheduled hearing date.**

A daily rate of \$6,500 for Christine Masters and \$5,500 for Alan Ribakoff will be charged for each anticipated day of evidentiary hearing. That rate includes up to eight (8) hours of hearing time on each scheduled day and up to two (2) hours of reading and research time per day. Other professional time, including conference calls or in-person conferences, pre and post session reading and research, extended hearing time, and award preparation will be billed at our then current hour rates.

All fees are due and payable upon receipt of invoice and if not timely received, we reserve the right to cancel any scheduled date. **Receipt of all fees is required prior to service of an award prepared by the Arbitrator.**

Unless otherwise agreed or mandated by law, the parties shall bear the costs of such compensation equally and shall advance such compensation as directed by the office of the Arbitrator, subject to final apportionment by the Arbitrator in the Award. In an employer promulgated plan/arbitration agreement, the employer shall bear the employee's share of any charges other than the initial administrative fee. Any questions or disagreements about whether a matter arises out of an employer-promulgated plan or an individually negotiated agreement will be determined by the Arbitrator, whose determination shall be final.

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**CANCELLATION & RESCHEDULING POLICY**

If notice of cancellation or continuance is given in writing **more than 45 days before a scheduled** conference or hearing date, no cancellation or continuance fees will be charged. However, hearing fees are non-refundable if time scheduled (or portion thereof) is cancelled or continued within 45 days of a scheduled date, unless the Arbitrator is, with reasonable due diligence, able to rebook the unused time, or, in the Arbitrator's discretion, some exigent circumstance exists. This policy exists because time reserved and later cancelled/continued without adequate notice cannot be easily rebooked. In all cases involving non-refundable time, the cancelling/continuing party is responsible for the fees.

Counsel/firm and clients are jointly and severally liable to Masters & Ribakoff for payment of fees and costs.

**Case Manager:** Joanne Bogy (jbogy@masters-ribakoff.com)

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