



JUDGE CHAPMAN’S TERMS OF SERVICE (Revised January 11, 2022)

The following constitutes our Terms of Service.

I. PROFESSIONAL & ADMINISTRATIVE FEES

A. Judge Chapman’s Professional Fees (Hourly Rates)

<u>Number of Parties/Sides</u>	<u>Neutral: Hon. David M. Chapman, (Ret.)* (herein, the “ADR Neutral”)</u>
2 sides	\$550/hour (\$275 per side)
3 sides	\$675/hour (\$225 per side)
4 or more sides	Will be quoted individually

B. Administrative Fees

There is a non-refundable administrative fee of \$250 per party for mediations, and \$500 per party for arbitrations and trials.

II. PAYMENT OF FEES

Initial Fee. The Initial fee consists of the estimated professional fee in addition to the administrative fee.

Estimated Initial Fee. Mediations are estimated as either half-day or full-day cases. A half-day case is estimated at 5 hours to allow up to an hour for brief review so as to help ensure 4 hours are available for the session itself. A full-day case is estimated at 8 hours. Multi-day cases are generally estimated by multiplying the number of days by 8 hours. The applicable hourly rate is then applied to the estimated time. The administrative fee is then added to arrive at the estimated Initial Fee. Arbitrations, Trials and Discovery Referee cases are estimated on a case-by-case basis.

Minimum Fee.

For cases estimated at one full day or less: Subject to the Cancellation Policy below, there is a minimum professional fee equal to 5 hours at the applicable hourly rate (Minimum Fee).

For Cases estimated at more than one full day: Subject to the Cancellation Policy below, there is a minimum professional fee equal to 8 hours at the applicable hourly rate for the first day, plus 5 hours at the applicable hourly rate for each additional reserved day (Minimum Fee).

The minimum fee is designed to partially compensate for the loss of the day(s) reserved for the case. It is in addition to any pre-session time expended on on the case.

Small Case Rate: As an exception to the above, in a 2-party personal injury case where the demand is less than \$100,000, and the parties agree to limit the mediation to three (3) hours, then the administrative fee will be waived and a flat fee of \$1,500 (\$750 each side) will be charged. If the case ultimately takes longer than three (3) hours, then the parties will be charged for any additional time at the normal hourly rate along with the customary administrative fee.

* All ADR services by Judge Chapman are provided through David M. Chapman A Professional Law Corporation

For all cases: Any professional fees earned in excess of the Initial Fee will be billed and are payable upon billing. The administrative fee is a separate, non-refundable fee. Any refunds are subject to the Cancellation Policy below.

Payment of Fees. The term, "counsel," refers to participating attorneys and said attorneys' respective law firms. Counsel for each party (or if unrepresented, the self-represented party) is responsible for payment of his/her/its proportionate share of all fees. Any additional fees earned in excess of the Initial Fee are due and payable by counsel for the parties, or the self-represented party, upon receipt of billing.

Responsibility for Fees. The agreement to render services is solely between the ADR Neutral and counsel for the respective parties, or, if unrepresented, with the self-represented party. Consequently, the obligation to pay fees is the sole responsibility of counsel (or the self-represented party). With regard to represented parties, it is counsel's responsibility to pay all fees, whether or not counsel collects said fees from the client. Our acceptance of fees that may be paid directly by a counsel's client does not alter counsel's obligation to pay any other fees that may be, or become, owed.

Billing for Time Spent. Services for which professional fees are incurred include all time spent on the case, whether spent prior to, during, or after the ADR session. Fees include, but are not limited to, time spent reviewing briefs, holding phone conferences, corresponding with counsel, conducting sessions, reviewing evidence, performing research, and preparing rulings and/or judgments.

Trials and Arbitrations. All fees owed (both the initial estimated fee and any additional fees incurred during or after the hearing) must be paid prior to rendition of judgment or award.

III. CANCELLATION POLICY

The **administrative fee** is non-refundable. If a session is cancelled prior to the scheduled date of the session, **professional fees** that have been paid will be refunded per the following schedule:

If cancelled more than 14 full business days prior to the scheduled session:	Full Refund
If cancelled 14 full business days or less prior to the scheduled session, the following cancellation fee applies:	Minimum Fee will apply

A cancellation is not effective until we actually receive notice of cancellation subject to the following:

If a cancellation is received after 12:00 Noon, the next business day will be considered the first day of receipt of the cancellation for purposes of counting the 14 full business days referenced above.

Cancellation fees are due and payable whether or not the initial fee has been earlier paid.

IV. MISCELLANEOUS

No Agency. This agreement, and any services provided hereunder, creates no agency relationship between Desert ADR, the Hon. David M. Chapman (Ret.), nor any other contractors, officers, employees, or agents on the one hand, and counsel or parties on the other hand.

Retention of Documents, Briefs, evidence, and other documents submitted to the ADR Neutral will be retained for up to 30 days after the matter is concluded and will thereafter be discarded unless counsel or a party, prior to the expiration of said 30 days, make other arrangements in writing.

Interest on overdue billings: Any portion of an invoice or statement that is not paid within 30 days of the date of such invoice or statement is considered overdue. Any overdue amount shall accrue interest at the annual rate of 10% from the date of the billing until paid.

Administrative Fee on billings 60 days or more overdue: In addition to interest, any portion of an invoice or statement that is 60 or more days overdue shall accrue an administrative fee of 25% of the then overdue amount, unless expressly waived by the ADR Neutral.

Acceptance of these Terms: These Terms of Service are provided to counsel (or self-represented party) at the time that counsel/self-represented party engages Desert ADR and/or the ADR Neutral. By engaging Desert ADR and/or the ADR Neutral to provide services, counsel/self-represented party agree to be bound by these Terms of Service. **These Terms of Service are subject to change.**