

# JIM ROBERTS

PRIVATE DISPUTE RESOLUTION

600 WEST BROADWAY  
SUITE 700  
SAN DIEGO, CA 92101

## ARIZONA, NEVADA AND UTAH FEE SCHEDULE

### RATES

A flat fee of \$12,000.00 per day will be charged for all cases in Arizona, Nevada and Utah, which is *inclusive* of all travel time and other travel expenses. A full day mediation session is approximately 8 hours. Mr. Roberts typically spends 2-3 hours reading mediation briefs before every mediation session and that expense is included in the daily flat fee.

For the duration of the COVID-19 epidemic, Mr Roberts will be conducting mediations solely via Zoom and during that duration will reduce his fee to \$10,000 a day in recognition of the fact that he will not be incurring the travel expense and time necessary to mediate outside San Diego County.

### HOURLY RATE

Mr. Roberts normally spends time speaking with counsel and adjusters before and after mediation sessions, often meets with clients days or weeks after mediation sessions while continuing settlement discussions at counsel's request, and prepares recommendations and proposed orders as either the mediator and/or the discovery referee. All such work is charged separately from mediation sessions at \$750.00 per hour.

### ADMINISTRATIVE CHARGES

There are no administrative charges of any kind.

### BILLING

Unless otherwise agreed by the parties, fees will be divided equally among all participants and invoices will be sent before or after the hearing or at the end of the month. All invoices are due and payable upon receipt.

**PLEASE NOTE: Mr. Roberts reserves the right to cancel any hearing where all fees have not been received timely by the stated due date. In addition, Mr. Roberts has been retained by counsel (not by the parties or insurance carriers) and therefore counsel is responsible for payment until received in full.**

## **REFUND OF FEES / CANCELLATION FEE**

All continuances or cancellations must be made in writing and copied to all parties.

If a matter scheduled for one day or less is cancelled or continued 14 calendar days or less from the scheduled hearing date, the fee is non-refundable. Payment will be due and payable by the party requesting the action.

If a matter scheduled for two or more consecutive days is cancelled or continued 60 calendar days or less from the first scheduled hearing date, the fee for any lost time is non-refundable. (No fees will be due for any portion of the vacated time filled by our office with another matter.)

Due to a recurring pattern of problems Mr. Roberts has encountered with mediations over the last two years, the following has been added to our fee agreement: (a) If you reserve a date (particularly a full day) there will be no credits or refunds if the time is not used in its entirety; (b) Regrettably, we have had to institute this policy because counsel have reserved dates and the parties show up either having failed to provide each other with critically important documents necessary for a proper case evaluation, or failed to take critical depositions that both sides readily concede are essential to a proper case evaluation, or the insurers are not ready to extend settlement offers because of delays in submitting requests for meaningful settlement authority to senior management; and (c) Mr. Roberts is not the guarantor that sessions will be meaningful and has to rely upon everyone to do their jobs. By asking for credits (in the form of another session for free) or refunds, the parties are asking him to sacrifice his livelihood for their failure to be ready. He has a finite number of days a year he can work and every time the parties ask for such relief it impacts his schedule in the future by blocking out time he could otherwise use for another mediation or simply diminishes the income he should have generated by reserving the date requested by the parties. Counsel, clients and insurers would be the sole beneficiaries of such a credit/refund program at Mr. Roberts' expense. This has become a recurring and unacceptable solution.