JIM ROBERTS
PRIVATE DISPUTE RESOLUTION

600 WEST BROADWAY
SUITE 700
SAN DIEGO, CA 92101

CALIFORNIA, ARIZONA, NEVADA AND UTAH FEE SCHEDULE

RATES

All mediations will be conducted via Zoom unless Mr. Roberts agrees otherwise. If a face-to-face mediation is essential in the opinion of counsel, Mr. Roberts will do so.

A full day mediation via Zoom or in San Diego is billed at the rate of $18,000.00 and a half day mediation is $9,000.00.

All single-family home cases are billed at the rate of $20,000 for a full day and $10,000 for a half day.

All out-of-town cases requiring a mandatory personal appearance will be billed $20,000.00 plus all travel expenses.

Mr. Roberts normally spends time speaking with counsel and insurance adjusters before and after mediation sessions and often meets with clients days or weeks after mediation sessions while continuing settlement discussions at counsel's request. All such work is charged separately from mediation sessions at $895.00 per hour.

ADMINISTRATIVE CHARGES

There are no administrative charges of any kind.

BILLING

Unless otherwise agreed to 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 payments must be received within 7 business days of our emailed confirmation letter reserving the mediation date that includes an invoice. In cases involving 5 or more parties, an invoice will be generated after the mediation session and payment must be received within 10 business days of receipt of the invoice.

Since Mr. Roberts has been retained by counsel (not by the parties or insurance carriers), the fees are the financial responsibility of counsel.

CANCELLATION, REFUND AND CREDIT POLICIES

The following are the cancellation, refund and credit terms of our retainer:

All fees are earned upon receipt, to reserve your time, and the following cancellation, refunds, and credits are offered under limited circumstances, as a courtesy to counsel.

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 30 calendar days or less from the scheduled hearing date, the fee is non-refundable unless we can re-book the time. If one party cancels the mediation that party will owe 100% of the cancellation fee. If more than one party requests cancellation, the fee will be apportioned accordingly.

If you reserve a date that is less than 30 days out, you are already within the cancellation period and the fee is non-refundable.

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 is non-refundable unless we can re-book the time. If one party cancels the mediation that party will owe 100% of the cancellation fee. If more than one party requests cancellation, the fee will be apportioned accordingly.

If you reserve a date, there will be no credits or refunds if the time is not used in its entirety, for the reasons set forth below.

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.

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.