

CONSUMER

Consumer

Mediation Procedures and Costs



AMERICAN ARBITRATION ASSOCIATION®

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Consumer Mediation Procedures and Costs



M-1. Agreement of the Parties

If the parties' contract provides that the American Arbitration Association® (AAA®) administers mediation or that they follow these Consumer Mediation Procedures, then they agree that the AAA administers mediation and to follow the Consumer Mediation Procedures that are in place at the time a party submits a Request for Mediation.

Similarly, if the parties agree after a dispute arises to have the AAA administer mediation or to follow these Consumer Mediation Procedures, then they agree that the AAA administers mediation and to follow the Consumer Mediation Procedures that are in place at the time a party submits a Request for Mediation.

M-2. Initiation of Mediation

Any party involved in a dispute can start the mediation process by submitting a Request for Mediation online through AAA WebFile® at www.adr.org. The party who submits a Request for Mediation is known as the initiating party. The initiating party must also notify the other party or parties of the request at the same time. Additionally, as part of the Request for Mediation, the initiating party must provide the following information to the AAA and the other party or parties, as applicable:

1. Mediation Agreement or Stipulation
 - A copy of the mediation clause from the parties' contract or a written agreement to mediate.
2. Contact Information
 - Names, email addresses (if available), and phone numbers of all parties involved in the dispute, including representatives (if any).
3. Nature of the Dispute
 - A summary outlining the key issues in the dispute.
4. Mediator Qualifications
 - Any specific skills, experience, or qualifications the mediator should have.

Requesting Mediation Without a Preexisting Agreement

If there is no prior agreement or contract clause requiring mediation for current or future disputes within the Request for Mediation, a party may ask the AAA to invite the other party or parties to participate in mediation. Upon receiving such a request, the AAA will contact the other parties involved to seek their agreement to mediate.

M-3. Representation

Any party may participate without a lawyer (self-represented), with a lawyer, or with a non-lawyer unless such choice is prohibited by applicable law. A party intending to participate with a lawyer or non-lawyer must notify the other party and the AAA of the name, telephone number, and email address, if available, of the lawyer or non-lawyer.

M-4. Selection of the Mediator

Parties may search the online profiles of the AAA's Panel of Mediators in an effort to agree on a mediator. If the parties have not agreed to a mediator at the time a party submits a Request for Mediation and have not provided any other method for mediator selection, the AAA will select the mediator.

M-5. Mediator's Impartiality and Duty to Disclose

Mediators must abide by the [Model Standards of Conduct for Mediators](#). The Standards require mediators to decline a mediation if the mediator cannot conduct it impartially. Impartiality means freedom from favoritism, bias, or prejudice. Mediators must also disclose, as soon as practicable, all actual and potential conflicts of interest that are reasonably known to the mediator and could reasonably be seen as raising a question about the mediator's impartiality.

Before accepting an appointment, the mediator must make a reasonable inquiry to determine whether there are any facts that a reasonable person would consider likely to create a potential or actual conflict of interest for the mediator. The mediator must let the AAA know of any circumstance likely to make the mediator seem biased. The mediator must also let the AAA know of any circumstances that would prevent a resolution of the parties' dispute within the parties' desired timeframe. If a mediator lets the AAA know about such circumstances, the AAA will immediately inform the parties and ask the parties for their comments.

When the AAA informs the parties of the mediator's actual or potential conflicts of interest, the parties may decide to proceed with the mediation. However, if a party does not agree to continue with that mediator, the mediator will be replaced.

M-6. Vacancies

If the mediator becomes unwilling or unable to serve, the AAA will select another mediator unless the parties agree otherwise.

M-7. Duties and Responsibilities of the Mediator

1. The mediator will conduct the mediation based on the principle of party self-determination. Self-determination is coming to a voluntary, uncoerced decision in which each party makes free and informed choices as to process and outcome.
2. The mediator is authorized to conduct separate meetings and have separate communications with the parties and/or their representatives.
3. The mediator will set the date and time for each mediation session. The mediation will take place by video, telephone, or other electronic means.

4. Before the mediation session, the mediator may request pre-mediation statements from the parties or their lawyers. Pre-mediation statements educate the mediator on the key factual and legal disputes between the parties. The mediator may request the pre-mediation statements include issues in the dispute, including the parties' underlying interests and the history of the parties' negotiations.

The mediator may limit the number of pages for the parties' pre-mediation statements or decide that pre-mediation statements are unnecessary. The mediator may also ask that the parties share their pre-mediation statements with one another. If the parties exchange pre-mediation statements, they may send the mediator any information they wish to keep confidential in a separate communication.

5. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them resolve their dispute. The mediator may make oral or written recommendations for settlement to a party privately or, if the parties agree, to all parties jointly.
6. If complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), at the discretion of the mediator, the mediator may continue to communicate with the parties for a period of time to attempt to facilitate a complete settlement.
7. The mediator is not a legal representative of any party, and no attorney-client relationship exists between a party and the mediator.

M-8. Responsibilities of the Parties

The parties are encouraged to exchange all documents pertinent to the claim.

Each party will ensure that a person with authority to settle the case attends the mediation. Before and during the scheduled mediation session(s), the parties and their representatives will exercise their best efforts to prepare for and engage in a meaningful and productive mediation.

The parties must respond to requests for mediation dates in a timely manner, be cooperative in scheduling the earliest possible date, and keep to the established schedule. The AAA will notify the parties of the mediation session before the date when timing permits.

M-9. Privacy

Mediation sessions and related mediation communications are private proceedings. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of all parties and with the consent of the mediator.

M-10. Confidentiality

Subject to applicable law or the parties' agreement, the mediator will not share confidential information disclosed to the mediator by the parties or by other participants in the course of the mediation. The mediator will maintain the confidentiality of all information obtained in the mediation. All records, reports, or other documents the mediator received while serving in that capacity will be confidential.

The mediator will not be forced to share such records or to testify in regard to the mediation in any arbitral, judicial, or other proceeding.

The parties will maintain the confidentiality of the mediation. They will not rely on or introduce as evidence in any arbitral, judicial, or other proceeding the following unless agreed to by all parties or required by applicable law:

1. Views expressed or suggestions made by a party or other participant with respect to a possible settlement of the dispute;
2. Admissions made by a party or other participant in the course of the mediation proceedings;
3. Proposals made or views expressed by the mediator; or
4. The fact that a party had or had not indicated a willingness to accept a proposal for settlement made by the mediator.

M-11. No Written Record

There will be no written record of the mediation process other than a settlement agreement entered into by all parties to the mediation.

M-12. Termination of Mediation

The mediation will be terminated:

1. By the execution of a settlement agreement by the parties; or
2. By the mediator's written or verbal statement that further efforts at mediation would not result in a resolution of the parties' dispute; or
3. By a written or verbal statement by all parties that the mediation proceedings are terminated; or
4. When there has been no communication between the mediator and any party or party's representative for 21 days after the end of the last mediation session.

M-13. Exclusion of Liability

1. Neither the AAA nor any mediator is a necessary or proper party in judicial proceedings relating to the mediation.
2. Neither the AAA nor any mediator shall be liable to any party for any error, act, or omission in connection with any mediation conducted under these procedures.
3. Parties to a mediation under these procedures may not call the mediator, the AAA, or AAA employees as witnesses in litigation or any other proceeding relating to the mediation. The mediator, the AAA, and AAA employees are not competent to testify as witnesses in any such proceeding.

M-14. Interpretation and Application of Procedures

The mediator will interpret and apply these procedures insofar as they relate to the mediator's duties and responsibilities. All other procedures will be interpreted and applied by the AAA.

M-15. Deposits

The AAA will require the parties to send a deposit covering the mediator’s expected costs and expenses before the mediation begins, unless the mediator gives different instructions. The AAA will consult with the mediator to determine the deposit amount needed for parties to cover the mediator’s expected costs and expenses. When the mediation ends, the AAA will render an accounting to the parties and return any unused amounts.

M-16. Expenses

The business will pay all mediation expenses unless the parties agree otherwise. This includes required travel and other expenses, as well as mediator fees. The expenses of participants for either side will be paid by the party requesting the attendance of such participants.

M-17. Costs of Mediation

Individual	Filing Fee: \$25
Business	Filing Fee: \$225 Mediator Compensation: \$300 per hour

The filing fee does not apply in cases where the parties to the mediation have an active arbitration in which they have met all filing requirements.

The Filing Fee must be paid in full at the time the parties confirm their agreement to mediate. The business will pay a **non-refundable** \$225 Filing Fee and the individual will pay a **non-refundable** \$25 Filing Fee unless there is an agreement between the parties stating that the business will cover the cost.

Mediator compensation is not included as part of the Filing Fee charged by the AAA. Mediator compensation is set at a rate of \$300 per hour. The business will pay the mediator’s compensation unless the individual, post dispute, voluntarily chooses to pay a portion of the mediator’s compensation.

Note that with regard to all AAA administrative fees, the AAA retains the discretion to interpret and apply this fee schedule to a particular case or cases.