



**Loyola Law School**  
Loyola Marymount University  
Los Angeles

# LOYOLA CENTER FOR CONFLICT RESOLUTION

Loyola Center for Conflict Resolution (LCCR) is a bilingual (English/Spanish) community mediation program that seeks to help people to resolve their conflicts. We serve all Los Angeles County residents, especially those in under-served communities and those involved in conflicts with them. Bilingual services are provided by supervising professional mediators alongside highly trained Loyola Law School students and community volunteers. Our office hours are 9 a.m. to 6 p.m. Monday through Thursday, on evenings and weekends by appointment, and on Friday from 8 a.m. to 5 p.m.\*

## Helping Communities Resolve Conflict Since 1993

### LANDLORD-TENANT

- Evictions
- Fees
- Conditions

### WORKPLACE/ EMPLOYMENT

- Wages
- Hours
- Benefits
- Discrimination
- Work Environment

### NEIGHBOR-NEIGHBOR

- Fences
- Property Lines
- Noise

### BUSINESS/AGENCIES/ ORGANIZATIONS

- Board Members
- Staff
- Volunteers
- Consumers
- Clients

### FAMILY-DOMESTIC- DEPENDENCY

- Divorce
- Partners
- Children
- Parent Care

### CONSUMER-DEBT

- Credit Cards
- Student Loans
- Health Care
- Mortgages

### MEDIATION

In mediation, a neutral person (the mediator) helps the parties discuss ways to resolve their conflicts either in person in a face-to-face mediation or over the telephone (conciliation). Your mediators will not take sides, give legal advice or represent you. The mediators are there to make sure that each of you understands the other person's viewpoint and concerns, and to help you work out a solution to each issue that is acceptable to all parties. Your participation is voluntary and you may withdraw at any time. If you allow us to assist you by choosing mediation, statistics indicate that we will be able to help you resolve your dispute more than 80% of the time.

#### CLASSIC & COLLABORATIVE DIVORCE MEDIATION:

LCCR offers two types of divorce mediation. Classic mediation is described above where you and your spouse meet in person with the mediator(s) who will help you and your spouse decide if you want to end your marriage and on what basis. Collaborative mediation offers a team approach and is provided in conjunction with volunteer professionals from the Los Angeles Collaborative Family Law Association. In this type of mediation, you and your spouse work with a mediator and with a Collaborative Team of Professionals, who provide limited scope counseling and information that you may need to make decisions about what to do in your divorce.

### CONCILIATION

Conciliation is mediation that takes place over the telephone. A neutral person (the conciliator) speaks with each disputing party separately when assisting the parties to reach an agreement or a new understanding.

### FACILITATION

Facilitation is used to assist larger groups of people to communicate, to understand each other, and to find agreed-upon solutions to their issues. It can be used before a conflict fully develops.

### CONSUMER-DEBT & LANDLORD-TENANT OPTIONS COUNSELING

When consumer-debtors and/or landlord-tenants contact us for dispute resolution services, parties are offered the opportunity to speak with a counselor to learn about options for resolving their consumer debt and/or landlord-tenant issues.

### DEPENDENCY COURT MEDIATION:

PROVIDED AT THE EDMUND D. EDELMAN CHILDREN'S COURT ON MONDAY AND TUESDAY  
Parents in Dependency Court, who would prefer to decide their own custody arrangement, and visitation schedule, rather than have a Judge decide for them, are free to reserve mediation appointments, in conjunction with their attorneys, at [ccadr.org](http://ccadr.org). When confirmed by the Court, the parents' mediation agreement may serve as the Exit Order from Dependency Court.

### BEVERLY HILLS MEDIATION PROGRAM

Please Call 213.736.8387 for a Mediation Appointment. Thank you.

### MEDIATOR IN RESIDENCE PROGRAM

LCCR brings services directly to your community by providing a mediator at your legal, social or community service agency.

### TRAINING

LCCR is a training facility for Loyola Law School students and community mediators. We also provide training to the general public on mediation, conciliation, and communication skills that are offered at your location or at our offices.

### REFERRAL

LCCR provides referrals to attorneys, legal service providers and government agencies because we do not provide legal advice.

919 Albany Street, Los Angeles, CA 90015  
v: 213.736.1145 • f: 213.736.1144 • [www.lls.edu/LCCR](http://www.lls.edu/LCCR)

Sara Campos, Acting Director • Alexandra Pogonat, Assistant Director  
Bill Hobbs, Founding Director • Marta S. Gallegos, Founding Associate Director

FOR HELP: [WWW.LLS.EDU/LCCR/HELPREQUEST](http://WWW.LLS.EDU/LCCR/HELPREQUEST)

These Services Are Made Possible Through Major Support From County of Los Angeles Workforce Development, Aging and Community Services Through the California Dispute Resolution Programs Act  
\* During COVID-19 LCCR continues to provide services, remotely, via Zoom Mediations and Telephone Conciliations.

# LOYOLA CENTER FOR CONFLICT RESOLUTION (LCCR) FEE GUIDELINES:

LCCR Case # \_\_\_\_\_

## POLICY

1. **Business, Homeowner Associations & Private Mediation Cases (Standard Hourly Rate):** Our standard hourly rate for business, homeowner association and private mediation cases is \$250 per hour/split amongst the parties. Please note that the standard hourly rate applies to all parties who can afford to pay, regardless of income. Those who have income and/or assets and can afford to pay will be charged a portion of the standard hourly rate (Rate is divided by the number of parties.). Those who cannot afford to pay will be charged according to the sliding fee scale.
2. **Community Mediation Policy:** Fees are based on the first person to contact the LCCR only on the sliding fee scale. If a fee is assessed, it is paid by the P1 only, unless the combined income policy applies. Any party in these types of cases may request that the fee be split amongst the parties. If such request is made, the mediator shall mediate this issue first free of charge.
3. **Joint Combined Income:** With respect to Familial or Group Cases, fees shall be based on the joint combined income of the parties.
4. **Fee Waived Automatically and Completely:** When an individual makes \$50,000 per year or less, and does not have additional assets from which to pay mediation/conciliation fees, no fee shall be charged. The Combined Income policy may apply.
5. **Fee Waiver Requested:** If an individual makes above \$50,000, and does not have sufficient assets from which to pay a fee, a fee waiver (partial or full), based on the individual's income/assets may be requested. The Combined Income policy may apply.
6. **Confidentiality:** Please remember that all personal information, including income/asset information, is confidential and shall not be shared with other parties without permission.

**\*Please note that all mediators at the LCCR are volunteers or salaried employees. Therefore, no fees directly benefit your mediator(s).**

# SLIDING FEE AND/OR FEE WAIVER REQUEST FORM AND INCOME VERIFICATION

## Sliding Fee And/Or Waiver Request Form

1. Sliding Fee Scale:

\$0.00 to \$50,000 per year = No Fee

\$50,000+ to \$60,000 per year = \$50.00 per hour x \_\_\_\_ = \_\_\_\_

\$60,000+ to \$70,000 per year = \$60.00 per hour x \_\_\_\_ = \_\_\_\_

\$70,000+ to \$100,000 per year = \$80.00 per hour x \_\_\_\_ = \_\_\_\_

\$100,000+ = Standard Hourly Rate (unless additional facts verifying the need for a waiver are listed below).

\*Family Cases – The fee is split by all parties. See Also Combined Income policy

o 2. While I am not able to pay the sliding fee scale above. I am able to pay \$ \_\_\_\_\_ per hour for services. My need for a reduced fee is described below.

a) I currently make \$ \_\_\_\_\_ per month.

b) My income for the past year is \$ \_\_\_\_\_.

c) My current savings/investment are \$ \_\_\_\_\_.

o 3. While I make over \$50,000 per year, I declare that I am not able to pay any fee at this time. I, therefore, request a complete waiver of the fee based on the following facts:

a) I currently make \$ \_\_\_\_\_ per month.

b) My income for the past year is \$ \_\_\_\_\_.

c) My current savings/investment are \$ \_\_\_\_\_.

Additional facts that show my need for a reduced fee [#2] and/or a complete fee waiver [#3] *Please list all household expenses that should be considered:* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_  
(Conciliator may sign on behalf of party.)

Date: \_\_\_\_\_

Approved: \_\_\_\_\_



# COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES

## Administrative Fee Schedules

Amended and Effective May 1, 2018

For all cases determined to be international by the AAA-ICDR, the International Fee Schedule shall apply. An international case is generally defined as having either the place of arbitration or performance of the agreement outside the United States, or having an arbitration agreement between parties from different countries. To view the International Fee Schedule, visit [info.adr.org/internationalfeeschedule](http://info.adr.org/internationalfeeschedule).

The AAA offers parties two options for the payment of administrative fees.

For both schedules, administrative fees are based on the amount of the claim or counterclaim and are to be paid by the party bringing the claim or counterclaim at the time the demand or claim is filed with the AAA. *Arbitrator compensation is not included in either schedule.* Unless the parties' agreement provides otherwise, arbitrator compensation and administrative fees are subject to allocation by an arbitrator in an award.

**Standard Fee Schedule:** A two-payment schedule that provides for somewhat higher initial filing fees but lower overall administrative fees for cases that proceed to a hearing.

**Flexible Fee Schedule:** A three-payment schedule that provides for lower initial filing fee and then spreads subsequent payments out over the course of the arbitration. Total administrative fees will be somewhat higher for cases that proceed to a hearing.

### Standard Fee Schedule

Amount of Claim	Initial Filing Fee	Final Fee
Less than \$75,000	\$925	\$800
\$75,000 to less than \$150,000	\$1,925	\$1,375
\$150,000 to less than \$300,000	\$2,900	\$2,200
\$300,000 to less than \$500,000	\$4,400	\$3,850
\$500,000 to less than \$1,000,000	\$5,500	\$6,825
\$1,000,000 to less than \$10,000,000	\$7,700	\$8,475
\$10,000,000 and above	\$11,000 plus .01% of the claim amount above \$10,000,000 up to \$65,000	\$13,750
Undetermined Monetary Claims	\$7,700	\$8,475
Nonmonetary Claims*	\$3,500	\$2,750
Deficient Filing Fee	\$500	
Additional Party Fees	If there are more than two separately represented parties in the arbitration, an additional 10% of each fee contained in these fee schedules will be charged for each additional separately represented party. However, Additional Party Fees will not exceed 50% of the base fees contained in these fee schedules unless there are more than 10 separately represented parties. See below for additional details.	

### Flexible Fee Schedule

Amount of Claim	Initial Filing Fee	Proceed Fee	Final Fee
Less than \$75,000	Only available for claims \$150,000 and above		
\$75,000 to less than \$150,000			
\$150,000 to less than \$300,000	\$1,825	\$1,875	\$2,200
\$300,000 to less than \$500,000	\$2,200	\$3,300	\$3,850
\$500,000 to less than \$1,000,000	\$2,750	\$4,725	\$6,825
\$1,000,000 to less than \$10,000,000	\$3,850	\$6,275	\$8,475
\$10,000,000 and above	\$5,500	\$10,000 plus .01% of the claim amount above \$10,000,000 up to \$65,000	\$13,750
Undetermined Monetary Claims	\$3,850	\$6,275	\$8,475
Nonmonetary Claims*	\$2,200	\$2,475	\$2,750
Deficient Filing Fee	\$500		
Additional Party Fees	If there are more than two separately represented parties in the arbitration, an additional 10% of each fee contained in these fee schedules will be charged for each additional separately represented party. However, Additional Party Fees will not exceed 50% of the base fees contained in these fee schedules unless there are more than 10 separately represented parties. See below for additional details.		



**Standard Fee Schedule** [Cont.]

- The **Initial Filing Fee** is payable in full by a filing party when a claim, counterclaim, or additional claim is filed.
- The **Final Fee** will be incurred for all cases that proceed to their first hearing and is payable in advance at the time the first hearing is scheduled.
- **Fee Modifications:** Fees are subject to increase if the claim or counterclaim is increased after the initial filing date. Fees are subject to decrease if the claim or counterclaim decreases prior to the first hearing.
- **Cases with Three or More Arbitrators** are subject to a minimum Initial Filing Fee of \$4,400 and a Final Fee of \$3,850.
- **Nonmonetary Claims:** The non-monetary filing fee is the minimum filing fee for any case requesting non-monetary relief. Where a party seeks both monetary damages and non-monetary relief, the higher of the two filing fees will apply.

**Refunds—Standard Fee Schedule:**

**Initial Filing Fees:** Subject to a \$500 minimum non-refundable Initial Filing Fee for all cases, refunds of Initial Filing Fees for settled or withdrawn cases will be calculated from the date the AAA receives the demand for arbitration as follows:

- within 5 calendar days of filing—100%.
- between 6 and 30 calendar days of filing—50%
- between 31 and 60 calendar days of filing—25%

However, *no refunds will be made once:*

- any arbitrator has been appointed (including one arbitrator on a three-arbitrator panel).

**Final Fees:** If a case is settled or withdrawn prior to the first hearing taking place, all Final Fees paid will be refunded. However, if the AAA is not notified of a cancellation at least 24 hours before a scheduled hearing date, the Final Fee will remain due and will not be refunded.

**Flexible Fee Schedule** [Cont.]

- The **Initial Filing Fee** is payable in full by a filing party when a claim, counterclaim, or additional claim is filed.
- The **Proceed Fee** must be paid within 90 days of the filing of the demand for arbitration or a counterclaim before the AAA will proceed with the further administration of the arbitration, including the arbitrator appointment process.
  - If a Proceed Fee is not submitted within 90 days of the filing of the Claimant's Demand for Arbitration, the AAA will administratively close the file and notify all parties.
  - If the Flexible Fee Schedule is being used for the filing of a counterclaim, the counterclaim will not be presented to the arbitrator until the Proceed Fee is paid.
- The **Final Fee** will be incurred for all cases that proceed to their first hearing and is payable in advance at the time the first hearing is scheduled.
- **Fee Modifications:** Fees are subject to increase if the claim or counterclaim is increased after the initial filing date. Fees are subject to decrease if the claim or counterclaim decreases prior to the first hearing.
- **Cases with Three or More Arbitrators** are subject to a minimum Initial Filing Fee of \$2,200, a \$3,300 Proceed Fee and a Final Fee of \$3,850.
- **Nonmonetary Claims:** The non-monetary filing fee is the minimum filing fee for any case requesting non-monetary relief. Where a party seeks both monetary damages and non-monetary relief, the higher of the two filing fees will apply.

**Refunds—Flexible Fee Schedule:**

Under the Flexible Fee Schedule, **Filing Fees** and **Proceed Fees** are ***non-refundable*** once incurred.

**Final Fees:** If a case is settled or withdrawn prior to the first hearing taking place, all Final Fees paid will be refunded. However, if the AAA is not notified of a cancellation at least 24 hours before a scheduled hearing date, the Final Fee will remain due and will not be refunded.

## Additional Fees Applicable to the Standard Fee and Flexible Fee Schedules

**Additional Party Fees:** Additional Party Fees will be charged as described above, and in addition:

- Additional Party Fees are payable by the party, whether a claimant or respondent, that names the additional parties to the arbitration.
- Such fees shall not exceed 50% of the base fees in the fee schedule, except that the AAA reserves the right to assess additional fees where there are more than 10 separately represented parties.
- An example of the Additional Party Fee is as follows: A single claimant represented by one attorney brings an arbitration against two separate respondents, however, both respondents are represented by the same attorney. No Additional Party Fees are due. However, if the respondents are represented by different attorneys, or if one of the respondents is self-represented and the other is represented by an attorney, an additional 10% of the Initial Filing fee is charged to the claimant. If the case moves to the Proceed Fee stage or the Final Fee stage, an additional 10% of those fees will also be charged to the claimant.

**Incomplete or Deficient Filings:** Where the applicable arbitration agreement does not reference the AAA, the AAA will attempt to obtain the agreement of all parties to have the arbitration administered by the AAA.

- Where the AAA is unable to obtain the parties' agreement to have the AAA administer the arbitration, the AAA will not proceed further and will administratively close the case. The AAA will also return the filing fees to the filing party, less the amount specified in the fee schedule above for deficient filings.
- Parties that file Demands for Arbitration that are incomplete or otherwise do not meet the filing requirements contained in the rules shall also be charged the amount specified above for deficient filings if they fail or are unable to respond to the AAA's request to correct the deficiency.

**Arbitrations in Abeyance:** Cases held in abeyance by mutual agreement for one year will be assessed an annual abeyance fee of \$500, to be split equally among the parties. If a party refuses to pay the assessed fee, the other party or parties may pay the entire fee on behalf of all parties, otherwise the arbitration will be administratively closed. All filing requirements, including the payment of filing fees, must be met before a matter will be placed in abeyance.

**Fees for Additional Services:** The AAA reserves the right to assess additional administrative fees for services performed by the AAA that go beyond those provided for in the AAA's rules, but which are required as a result of the parties' agreement or stipulation.

**Hearing Room Rentals:** The fees described above do not cover the cost of hearing rooms, which are available on a rental basis. Check with the AAA for availability and rates.

## Mediation—Administrative Fee Schedules

A \$250 non-refundable deposit, which will be applied toward the mediation fee, is required to initiate the AAA's administration of the mediation and appointment of the mediator.

The mediator's fee is stated on his or her resume. The AAA administrative fee, split by the parties, is \$75 per hour billed by the mediator with a minimum four hour charge for any mediation held. Expenses referenced in Section M-17 of the Mediation Procedures may also apply.

If a matter submitted for mediation is withdrawn or cancelled or results in a settlement after the request to initiate mediation is filed but prior to the mediation conference, the AAA administrative fee is \$250 (to which the deposit will be applied) plus any mediator time and expenses incurred. These costs shall be borne by the initiating party unless the parties agree otherwise.

**If you have questions about mediation costs or services, visit [www.adr.org](http://www.adr.org) or contact your local AAA office.**



## CHOICE MEDIATION

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## A Full Service Alternative Conflict Resolution Provider



Ms. Berg uses a facilitative approach in mediation, specifically structuring a process to assist parties in reaching a mutually agreeable resolution. She asks probing questions, validates and clarifies parties' points of view; searches for interests underneath the positions taken by parties' and assists the parties in finding and analyzing options for resolution. She takes charge of the process, while the parties remain in charge of the outcome.

The City of Rancho Palos Verdes California has awarded Ms. Berg their exclusive contract to provide this progressive City mediation services for all their neighbor-to-neighbor issues. Since 2004, Ms. Berg has mediated more than 100 cases with view-related issues. These successfully resolved cases involved between 2 to as many as 32 different properties.

In addition to her work with Rancho Palos Verdes, CA, Ms. Berg also provides mediation for the City of Rolling Hills, The City of Beverly Hills, The City of Laguna Beach CA and provided the City of Malibu, CA, with facilitative services. She successfully facilitated a city counsel appointed task force in addressing their view impairment concerns. During that time she used her skills, knowledge and background to guide this 13 person task force in producing a document for the City of Malibu that addressed in detail view restoration issues in their city.

Her style is unique. She is relaxed, yet professional and her goal is to help neighbors, neighborhoods, and the City government to resolve view-related issues through mediation, facilitation and arbitration. She strives to ensure that each party benefits in some way by the outcomes of her services. This is her benchmark of success.

*"As an attorney, naturally I had a number of questions and concerns about Ms. Berg's role as the City's mediator in the view matter thrust upon my client. To my pleasant surprise, I found her to be a skilled negotiator with obvious respect for all of the parties and issues. Her clarity on those issues, and her ability to engage and keep engaged neighbors who were adverse to each other is a credit to her tenacity to keep reaching for a settlement."*

- Los

*Angeles Attorney and Counselor at Law.*

## Kim, Robert

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**From:** Coleen Berg <choicemediation@yahoo.com>  
**Sent:** Tuesday, July 5, 2022 3:57 PM  
**To:** Kim, Robert  
**Subject:** Re: Mediation Services

Hello, good to hear from you. All the cities I work with I bill the city; except for Beverly Hills who's residents pay me directly in the form of a retainer that I bill off of. Different examples of city processes. Rancho Palos Verdes, the city pays in full and does not ask residents for any funds. Laguna has the residents deposit a pre determined amount and I bill the city against that. Hawthorne would probably be similar to Torrance and Redondo who I have contracts with. In both those cities the city has a contract with me "to not exceed" per calendar year. The city, from my knowledge does not collect money from residents. In these two cities the city staff accept complaints and sends them to me if they feel my services can be helpful. I am not aware of a sliding scale within the cities I work. I hope that answers your questions fully. If not, please let me know.

Coleen Berg  
Choice Mediation  
www.Choice-Mediation.com  
310-512-6078

### CONFIDENTIALITY NOTE

The information contained in this message is intended only for the use of the named addressee(s). It is privileged and confidential. Information received is not statement of fact, nor can it be used as so in the court of law. Any duplication or distribution of this communication is unauthorized and may not be used outside this immediate mediation process. If you have received this message in error, please notify us by telephone immediately at (310) 512-6078.

On Tuesday, July 5, 2022 at 03:00:24 PM PDT, Kim, Robert <rkim@cityofhawthorne.org> wrote:

Hi Coleen,

The council directed that I provide more detail. You stated below that if billing the city, your billing rate is \$160 per hour with 1 hour minimum and a different formula if the participants are paying. Can you let me know how the participants pay? Is there a sliding scale based on their income level? Do most of your other city clients pay by participants or by the city?

Thank you