

Casillas ADR Services

Christopher J. Casillas, Ph.D.

Attorney—Arbitrator—Mediator

EXPLANATION OF PER DIEM FEES AND EXPENSES

AND

TERMS OF ENGAGEMENT

(Revised January 1, 2024)

1. **Per Diem:** My per diem rate is one thousand seven hundred fifty dollars (\$1750.00) per hearing day. A hearing day for purposes of my fee is calculated at seven (7) hours, for travel to the hearing and for attendance at the hearing itself. A full per diem fee will be charged for each hearing day, whether partial or full. For hearings that exceed 7 hours of time per day, there may be an additional charge of \$250.00 per hour, rounded up to the nearest full hour. All time spent for review and studying of the record and for preparing the opinion and award will be billed at the hourly rate of \$250.00 per hour.
2. **Travel:** Travel time to and from the hearing location is charged from my business address. Travel on days other than hearing days is billed in half day increments. When travel and hearing time exceed seven hours in one day, time after seven hours will be billed on an hourly basis of \$250.00 per hour.
3. **Cancellation Policy:** Cancellations or postponements of confirmed hearing dates occurring 14 days or less prior to the hearing date will be assessed the per diem rate for one day for each day of scheduled hearing. Cancellations or postponements of confirmed hearing dates occurring 30 days or less, but more than 14 days prior to the hearing date, will be assessed the per diem rate for one-half day for each day of scheduled hearing. Indefinite postponements and abeyances beyond the scheduled hearing date will be treated as cancellations for billing purposes. Hearings that are rescheduled and confirmed more than twice at the request of the parties will result in a full per diem's cancellation fee if they are later canceled, regardless of notice. In the unlikely event a case is postponed at the request of the Arbitrator, the parties will be credited for one half day of hearing for that particular case. No charges will be made or credited if a case is rescheduled due to inclement weather so long as the Arbitrator is notified in writing prior to his departure for the hearing.
4. **Expenses:** Expenses incurred for transportation and accommodations on out-of-town trips and meals are based upon actual out-of-pocket expenditures and charged from my business address, unless otherwise agreed or as required by law. Automobile travel

reimbursements will be charged at the current IRS rate per mile. Costs of photocopying, postage, faxing and long-distance phone calls, and all other actual expenses, including any cancellation fees or change fees charged by airlines, hotels, rental car companies, etc. will be billed to the parties on an actual cost basis. Receipts will be provided if they are requested by the parties prior to the scheduled hearing dates.

5. **Pre/Post-Hearing Matters:** Brief scheduling conferences or other procedural proceedings prior to the hearing that are de minimis in nature (15 minutes or less) will generally not be charged. All other substantive matters that the parties raise with the Arbitrator, including conference calls/video meetings and requests to extend the Arbitrator's jurisdiction, will be billed at the per diem rate on a pro rata basis, plus applicable charges.
6. **Mediation & Settlement Agreements:** Mediations performed at the request of the parties will be charged in the same manner as hearings. Upon request of the parties, the drafting of any settlement agreements will be charged on an actual time basis (in addition to any hearing charges).
7. **Billing:** My practice is to send an invoice with my Decision and Award. Invoices are due upon receipt. Invoices not paid within thirty days may be re-billed and subject to a re-billing fee of \$250. The parties are jointly and severally liable for all of my fees and expenses; however, I will take into account any collective bargaining agreement ("CBA") provisions for the allocation of any fees and expenses as between the parties. The Arbitrator reserves the right to bill the parties on an interim basis (prior to when a decision is rendered) if he deems early expenditures for the case to be considerable, or upon the postponement or cancellation of a confirmed hearing date.
8. **Disclosures:** To the extent I am aware of any circumstance that might pose a potential conflict of interest, I will disclose those circumstances to the parties, in writing, prior to accepting any appointment. Additionally, upon request I am happy to provide any professional background information a party believes is necessary to evaluate whether it is appropriate for me to serve as the arbitrator in this matter. In the absence of any such request or objection by either party, I will assume both parties have access to all information they need to make an informed decision. The parties recognize that the Arbitrator may have served as an Arbitrator for one of the parties in a past case or may be on a permanent panel involving one of the parties. By taking this appointment, the Arbitrator feels that he can, nonetheless render a just and impartial decision in the subject case.
9. **Subpoenas:** Any party seeking the issuance of a subpoena by the Arbitrator, they shall provide notice to the other party in advance of contacting the Arbitrator. The party seeking a subpoena shall provide, to the Arbitrator, an appropriate form detailing the applicable information as required by law within the applicable jurisdiction and signed by the party's attorney or representative. Generally, I will sign the subpoena form relying on the signature of the attorney/representative as certification that the subpoena is requested in good faith and in accordance with local law. Any objections by a party shall be served and filed promptly in writing and prior to the scheduled hearing, if possible.

10. **Hearing Record:** I may take notes during the hearing and/or record the proceedings. My notes and any recordings are solely for the purpose of supplementing my recollection of the testimony and shall not be accessible to the parties (or anyone else). My practice is to destroy my notes, draft decisions, and any recording (if applicable) immediately upon the issuance of any final decision and award (if applicable). Any party that desires a formal record of the hearing must make arrangements for a court reporter or an official recording. A copy of any transcript or formal recording arranged by the parties shall be made available to the Arbitrator at no cost. Any expenses for a formal record shall be the responsibility of the parties.
11. **Decisions:** I make every effort to issue written decisions consistent with any requirements in the parties' CBA. In the absence of a specific timeline in the CBA, I endeavor to issue written decisions within thirty days of the close of the hearing or receipt of the briefs (whichever is later). If I anticipate being unable to comply with the applicable timeline for issuing a decision, I will notify the parties, in writing, with a brief explanation as to the delay and a new timeframe for issuing the decision and award.
12. **Records Retention:** Upon the issuance of my decision and award, my practice is to delete or destroy all records related to the case, which includes but is not limited to: notes, audio recordings, transcripts, research, and draft decisions. If the parties exercise my retained jurisdiction in a particular case it shall be the responsibility of the parties to supply me with copies of any required material from the case.