



Sample Fee Dispute Resolution Clauses for Engagement Letters

Note: The sample clauses below are intended to be a helpful starting point and are not meant to be an authoritative source of what is permitted in CT; attorneys should exercise their professional judgment to tailor all materials for their particular practice and ensure compliance with all relevant rules and statutes. The clauses have not been adopted or endorsed by the Connecticut Judicial Branch, the Statewide Grievance Committee, or any official governing body.

SAMPLE 1: ARBITRATION ONLY

Fee Dispute Resolution. Any dispute over the firm's fees and costs, or any request for a refund, shall be resolved by binding arbitration through the Lawyer-Client Fee Dispute Resolution Program of the Connecticut Bar Association ("CBA Program"); information about that program may be found at ctbar.org/feedisputes. Under the CBA Program, its administrators appoint a neutral arbitrator to hear from each side and issue a decision resolving the dispute. There is no cost to use the CBA Program at this time.

Should the CBA decline to accept the fee dispute or be unable for any reason to appoint an arbitrator within six (6) months of being requested by either party, then the fee dispute will be resolved by binding arbitration pursuant to Connecticut General Statutes Sections 52-407aa through 52-407ddd before a single arbitrator agreed upon by the parties, or, absent such an agreement, as appointed by a judge of a Connecticut Superior Court pursuant to 52-407kk. An arbitrator selected pursuant to the statute will charge for their time which they may allocate to one party or the other.

There are advantages and disadvantages to arbitration. Arbitrations usually are quicker and less expensive than court proceedings, but they do not include the right to a trial by jury or court; an arbitrator may impose restrictions on what, if any, pre-hearing requests for discovery will be allowed; and the grounds by which the arbitrator's decision may be challenged are limited. Please note however that any claim by you beyond a fee dispute asking for damages against our firm is not subject to this provision. In the event you assert such a claim, it must be resolved by a Connecticut court. Only if the firm's engagement is for a commercial matter, you and any guarantor acknowledge the firm shall be entitled to recover its reasonable attorney fees and expenses to collect sums due it in any court proceeding or arbitration.

If you have any questions about this provision, please call me to discuss it further.

SAMPLE 2: MEDIATION FOLLOWED BY ARBITRATION

Fee Dispute Resolution.

- A. Any dispute between Client and Attorney regarding fees or expenses paid or payable under this Fee Agreement will be resolved as follows:
 - 1. If Client and Attorney agree to mediation, the dispute will be submitted to the Lawyer-



Lawyer-Client Fee Dispute Resolution Program 538
Preston Avenue, Third Floor, Meriden, CT 06450
www.ctbar.org/feedisputes
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Client Fee Dispute Resolution Program of the Connecticut Bar Association (the “CBA Program”) for mediation, to be followed by binding arbitration if the mediation does not result in resolution. The CBA Program is described at ctbar.org/feedisputes.

2. If Client and Attorney do not agree to mediation, or if the mediation does not result in an agreement, the dispute will be resolved by binding arbitration under the CBA Program.
3. If the CBA Program is not available or declines to accept the case, the dispute will be resolved by binding arbitration pursuant to Connecticut General Statutes Sections 52-407aa through 52-407ddd (the “Arbitration Statute”) before a single arbitrator agreed upon by the parties, or, if the parties do not agree, a single arbitrator appointed by a judge of a Connecticut Superior Court pursuant to the Arbitration Statute. An arbitrator selected pursuant to the Arbitration Statute may allocate the costs of arbitration and the arbitrator’s fees to either or both parties, in the arbitrator’s discretion.

B. Client understands and acknowledges that:

1. This dispute resolution clause applies only to disputes and claims regarding legal fees or expenses and not to claims for damages or other claims.
2. Mediation or arbitration usually is quicker and less expensive than court proceedings. The CBA Program currently does not charge any fees, and mediators and arbitrators under the program currently serve without payment.
3. Mediation and arbitration are private and confidential; court proceedings are public.
4. In court proceedings either party may have the right to a trial by jury, but that right does not apply to arbitration.
5. Arbitration usually allows only restricted pre-hearing discovery or no discovery at all, while pre-trial discovery is generally permitted in court proceedings.
6. The arbitrator’s decision may only be appealed or challenged on certain limited grounds, while the grounds for appealing a court decision are broader.

SAMPLE 3: MEDIATION, FOLLOWED BY ARBITRATION – PLAIN LANGUAGE FOCUS

Fee Dispute Resolution. If there is any disagreement between you and the firm about the legal fees or costs that you owe or paid, you and the firm agree to resolve the dispute as follows:

1. If you think the firm’s bills overstate the amount you have to pay, you will notify the firm in writing. If the firm thinks you have not paid everything you owe, the firm will notify you in writing.
2. You and the firm will then attempt to resolve the disagreement informally by discussion.
3. If the discussions do not resolve the matter, you and the firm agree to submit the legal fee dispute to the Lawyer-Client Fee Dispute Resolution Program of the Connecticut Bar Association (“CBA Program”) for mediation, which will be followed by binding



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arbitration if the dispute is not resolved through mediation. Information about the CBA Program can be found at ctbar.org/feedisputes.

If the CBA Program does not accept the fee dispute or is unable to resolve the dispute, you and the firm agree that any legal fee dispute will instead be resolved by binding arbitration pursuant to Connecticut law before a single arbitrator that you and the firm agree on, or, if we do not agree on an arbitrator, a single arbitrator appointed by a judge of a Connecticut Superior Court pursuant to the Connecticut Revised Uniform Arbitration Act. If an arbitration other than through the CBA Program occurs, the arbitrator may charge for their services.

The rules, rights, and procedures in mediations and arbitrations are different from those in court cases, and there are advantages and disadvantages to both mediation and arbitration:

- Mediation and arbitration usually are quicker and less expensive than court cases. (At this time, there is no cost to use the CBA Program.)
- In a mediation or arbitration, you usually do not have to go to court.
- Mediations and arbitrations are generally private or confidential; court proceedings are public.
- In a court case, you may have the right to have a jury decide the matter; in mediation, the parties try to reach an agreement; in arbitration, the arbitrator is the decision-maker.
- In court, each party can require the other side to turn over information or documents that may be relevant to the case; in an arbitration, the arbitrator decides what documents or information can be requested from the other side (and sometimes does not permit any).
- An agreement resulting from a mediation or arbitrator's decision cannot be challenged or appealed except in limited circumstances; the right to appeal a court decision is broader.

Please note that this provision applies to disputes about legal fees or expenses paid or owed only. Any other claims against the firm may need to be filed in court.