



CONNECTICUT BAR ASSOCIATION RULES FOR RESOLUTION OF LEGAL FEE DISPUTES

I. PURPOSE

In order to provide a procedure for the resolution of fee disputes between lawyers and their clients, the Connecticut Bar Association has established a Committee for the Resolution of Legal Fee Disputes and has adopted the following procedures.

II. COMMITTEES

There shall be a committee on the Resolution of Legal Fee Disputes (“Committee”) which shall consist of up to 12 members of the Connecticut Bar Association to be appointed by the President for three year terms. No member can serve for more than two consecutive terms. Up to eight members of the Committee will be nominated by the Chair of the Dispute Resolution Section from the membership of the Executive Committee of that Section and serve upon the approval of the President of the Connecticut Bar Association. The remaining members of the Committee will be appointed by the President from members of the Bar Association not serving on the Dispute Resolutions Sections Executive Committee. The terms of the initial members of the Committee will be staggered so that one-third of said members will serve a one year term, one-third a two year term, and the remaining third a full three year term. The President shall also appoint each year the Chair of the Committee from members of the Committee. The Committee shall elect a Vice-Chair and Secretary who may be the same person, each year from its members.

The Committee will have the responsibility to oversee the implementation of the Resolution of Legal Fee Dispute Program including the Procedure for Processing Complaints and the establishment of a Panel of qualified Arbitrators and Mediators (“Panel”) to oversee the arbitration and mediations set out in Article III.

III. JURISDICTION

The Committee shall have jurisdiction over any disagreement concerning the fee or retainer paid, charged, or claimed for legal services rendered by a lawyer who practices law in the State of Connecticut, or who practices law in the United States District Court for the District of Connecticut, where there exists an express or implied contract establishing an attorney-client relationship and the lawyer and the person, or law firm, allegedly liable for the payment or repayment of the fee or retainer in dispute submits to the jurisdiction of the Committee and agrees that the dispute shall be resolved through the use of one of the following:

(A) MEDIATION

With the written consent of both parties, a mediator chosen by the Chair or the Chair’s designee shall be assigned to assist the parties in the resolution of their legal fee dispute. The mediator shall at all times be neutral, and shall have no decision making authority over the parties. The mediator shall be able to conduct the mediation in any manner that he or she deems to be appropriate under the circumstances, at all times maintaining the parties’ ability to determine this outcome of the mediation sessions. All mediation proceedings, including, but not

limited to, communications, offers of settlement and mediator's proposals, shall be confidential and shall not be disclosed in any subsequent arbitration proceeding under these rules.

(B) BINDING ARBITRATION

1. With the consent of both parties, a hearing panel consisting of one member of the Panel, shall convene a hearing to hear testimony and review evidence relating to the dispute and render a binding decision.

2. Notwithstanding any other provision contained in these rules, when there exists a situation whereby a party is required to pay fees to an attorney representing a second party (i.e. bank's attorney requesting fees be paid by the customer), the Committee shall have jurisdiction to hear such matters and render a decision.

3. Disputes over which court has jurisdiction to fix the fee, or in which a fee is fixed or approved by a court or statute, or any claim which is the subject of a pending grievance proceeding and the body hearing such grievance advises the Committee that its proceeding shall take precedence, are specifically excluded from the Committee's jurisdiction.

4. A petitioner filing a complaint shall certify in writing that the dispute is not the present subject of legal action nor has the matter been finally adjudicated by a court.

5. In cases involving written fee agreements containing a provision for the resolution of legal fee disputes, the Committee shall not assume jurisdiction unless the parties to the agreement submit to its jurisdiction, or unless a party attempting to enforce such provision presents to the Committee an order, from a court or other appropriate authority, compelling them to submit to the jurisdiction of the Committee.

IV. PROCEDURE FOR PROCESSING COMPLAINTS

1. A party requesting arbitration of a fee dispute under these rules ("the Claimant") must file with the CBA a Petition for Arbitration on a form substantially as provided by the CBA, including a copy of any agreement to arbitrate their fee related disputes ("Petition"). In the Petition, the Claimant must identify each party against whom the Claimant seeks an award, the address and telephone number of each party, a concise statement of the facts and the remedy sought. There will be no charge for requesting arbitration or submitting any other filing under the Rules.

2. The CBA will not solicit Respondent to agree to arbitrate provided that Claimant has included a copy of the agreement to arbitrate as required by section IV.1 above.

3. A Claimant who relies on an order of a court or the Connecticut Statewide Grievance Committee ("Grievance Committee") directing arbitration of a fee dispute shall attach a copy of the order to the Petition.

4. The Claimant shall state in the Petition whether the parties' fee dispute is the subject of any pending court or disciplinary (grievance) proceeding and, if so, briefly describe the status of such proceeding.

5. The CBA shall deliver a copy of Complainant's Petition with all attachments to each opposing party (collectively "Respondent") within 15 days of the CBA receiving the Petition. Respondent may answer the Petition within 30 days, but failing to answer the Petition shall not delay the arbitration or the appointment of the arbitrator. The CBA shall send a notice to all parties that it has assigned a file number to the matter and shall include a copy of these rules.

6. When the Claimant relies upon:

- (a) The parties' prior written agreement to arbitrate their fee related disputes;
- (b) A court order;
- (c) An order of the Grievance Committee directing fee arbitration, OR
- (d) the parties written consent to arbitrate after the dispute has arisen:

the CBA shall provide a list of potential arbitrators with their resumes to the parties within 15 days. The parties will be asked to provide information about the parties and witnesses to the case so the potential arbitrators may determine if they have a conflict. The parties may strike potential arbitrators for cause and shall rank the remaining potential arbitrators within the time period directed by the CBA. The CBA shall appoint a single arbitrator, taking into account the arbitrator's availability and the arbitrator's rank. If there are no available arbitrators left on the list, the CBA shall unilaterally appoint an arbitrator.

VI. ASSIGNMENT OF ARBITRATOR

1. The CBA shall send in writing to all parties a "Notice of Arbitrator Appointment" once the arbitrator is appointed. Such notice shall include an affirmative statement of the appointed arbitrator that the arbitrator is unaware of any material conflict-of-interest or relationship with any of the parties, their representatives or witnesses that reasonably would cause doubt about the impartiality and/or independence of the appointed arbitrator (or disclose any conflicts the arbitrator shall make). If a party objects to appointment of the arbitrator based upon the arbitrator's disclosure, the written objection shall be referred to the arbitrator for a decision. If not objection shall be made to the arbitrator's appointment within 15 days, the arbitrator shall be deemed confirmed. No oath of office shall be required of the arbitrator.

2. The appointed arbitrator shall proceed substantially on the following schedule and manner:

- (a) Within 30 days of confirmation of the arbitrator's appointment, CBA shall schedule a phone conference with all self-represented parties and/all counsel for the parties to discuss with the arbitrator:
 - (i) Whether the parties' fee dispute is the subject of a pending court or disciplinary proceeding that has been resolved by a final judgment or order of a tribunal;
 - (ii) The schedule for the arbitration.

- (iii) Whether or not an in-person hearing is required. When the amount involved is \$7,500 or less, it shall be presumed no hearing is necessary unless a party asks for it. If no hearing is required, the matter shall be determined by the parties' written submissions under oath by the deadlines determined by the arbitrator.
- (iv) The language(s) to be used at the hearing, including whether or not translation will be required (which shall be at the parties' sole expense).
- (v) Selecting a date or dates for the arbitration hearing.
- (vi) Selecting the location(s) for the hearing.
- (vii) Deadlines for the filing of any pre-hearing written submissions and the filing of written designations of hearing exhibits.
- (viii) The manner in which the hearing shall take place.
- (ix) The number of the fact witnesses and how they will testify.
- (x) The number of expert witnesses required and how they will testify.
- (xi) Any interest of the parties in participating in a mediation.

3. In the absence of an agreement of the parties fixing the arbitration situs, the arbitrator shall determine the location of the arbitration hearing.

4. The arbitrator shall not entertain nor grant interim measures of protection unless the parties' written arbitration agreement provides otherwise.

5. There shall be no discovery beyond these rules unless the parties' written arbitration agreement provides otherwise.

6. The rules of evidence shall not apply to the arbitration.

7. Except for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the arbitrators, the CBA and any person appointed by the arbitral tribunal based on any act or omission in connection with the arbitration.

8. The arbitrator shall conduct the arbitration in such manner as the arbitrator considers appropriate, provided the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity of presenting its case. The arbitrator, in exercising the arbitrator's discretion, shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties' dispute.

9. All documentary evidence shall be submitted simultaneously to the opposing party and the arbitrator at least 15 days in advance of the first hearing. There will be no other form of discovery, absent extraordinary circumstances.

10. The first arbitration hearing shall be scheduled within 60 days of the date the scheduling conference telephone call is held.

11. Any party may request in writing a single extension of any deadline. The arbitrator shall issue the award in writing within 30 days of the date the arbitration hearing was concluded, or in the event the parties are permitted to file post-hearing submissions, the date on which the last such submission was filed within the allowed time. The arbitration award shall only include who prevails, any amounts due and payment terms. It will not include reasons, findings of fact or conclusions of law.