

receipt of a copy of the complainant's petition, the matter will be closed without a hearing and the petitioner shall be so notified in writing of the disposition.

VI. MEDIATION PROCEDURES

1. The attorney and client shall enter into a written agreement to submit their fee dispute to mediation.

2. Mediation sessions shall be limited to no more than two, two-hour sessions, with additional sessions or time scheduled subject to the agreement of the mediator and the parties.

3. At the start of any mediation session, the mediator shall inform the parties regarding, but not limited to, general questions of procedure, conduct and scheduling. Any submissions to be presented by the parties must be delivered to the Connecticut Bar Association offices not later than twenty (20) days prior to the first mediation session.

4. The mediator shall assist the parties in identifying issues, reducing misunderstanding, clarifying priorities, exploring areas of compromise, and finding points of agreement. An agreement reached by the parties is to be based on the decision of the parties and not the decision of the mediator.

5. The mediator shall assist the parties in drafting their agreement, which shall be signed by the parties and the mediator. The agreement between the parties shall be enforceable in the same manner that an arbitration award is enforceable, as set forth herein.

VII. ARBITRATION HEARING PROCEDURES

1. Insofar as practical, the rules and regulations of the American Arbitration Association with respect to the conduct of hearings in commercial arbitration cases will apply to the arbitration hearing.

2. The chair of the panel shall preside at the hearing, rule on the admission and exclusion of evidence and questions of procedure. The chair shall exercise all powers relating to the conduct and scheduling of the hearing.

3. Submissions by both the petitioner and the respondent must be delivered to the Connecticut Bar Association offices not later than twenty (20) days prior to the hearing date. Any changes in the schedule of admissions may be made at the discretion of the hearing panel chair.

4. The arbitration decision shall be made by a majority of the arbitration panel. The award shall be in writing and signed by members concurring therein. It shall state only the amount of the award, if any, and the terms of payment, if applicable.

VIII. ENFORCEMENT OF THE ARBITRATION AWARD

1. In any case in which both the complainant and the respondent signed a consent to binding arbitration, any award rendered may be enforced by any court of competent

jurisdiction, as provided by the law of the State of Connecticut.

2. When an arbitration award is rendered in favor of a client petitioner, the Chair of the Committee may, if the petitioner requests, designate a member of the Committee who took part in the hearing to testify within the State of Connecticut regarding the action that the arbitration panel took, in any subsequent litigation.

3. In any lawsuit by or against the client, no fee shall be charged for the panel member's services as a witness. In unusual circumstances, the panel member may petition the Connecticut Bar Association for expenses incurred by the witness with said requests to be granted, denied or modified by the Connecticut Bar Association Board of Governors.

4. If the award shall determine that the participating lawyer who signed a consent to binding arbitration is not entitled to any fee or is required by the award to return all or any portion of a fee or retainer previously paid, the award shall:

- (a) state the amount of any fee or retainer found to be rebated or returned to the client;
- (b) terminate all claim and interest of the participating lawyer against the participating client or clients in respect to the disputed retainer or fee;
- (c) terminate all right of such lawyer to retain possession of any documents, records or other properties of such client or clients pertaining to the subject matter of the arbitration then held under claim of attorney's lien or for other reasons.

Nothing herein requires the lawyer to return or release attorney work product nor prevents the lawyer from retaining copies.

5. If the award shall be in favor of a lawyer who consented to binding arbitration, it shall fix the amount to which he or she is found to be entitled. Payment or retention of that amount shall:

- (a) constitute a complete satisfaction of all claims and interest of the participating lawyer against the participating client in respect to the subject matter of the arbitration;
- (b) terminate all right of such lawyer to retain possession of any documents, records or other properties of such client or clients pertaining to the subject matter of the arbitration then held under claim of attorney's lien or for other reasons.

Nothing herein requires the lawyer to return or release attorney work product nor prevents the lawyer from retaining copies.

IX. CONFIDENTIALITY

With the exception of the agreement or award itself, all records, documents, files, proceedings and hearings pertaining to mediations or arbitrations of any fee dispute under these rules, shall not be opened to the public or any person not involved in the dispute, except with the written consent of all parties.

X. ESCROW FUNDS

1. The Committee on the Resolution of Legal Fee Disputes has the authority to open and maintain a non-interest bearing escrow account.

2. With the written consent of the party making the deposit, funds may be placed in this escrow account pending the outcome of any proceeding under these rules. Such shall be distributed in accordance with any decision reached by a mediator or arbitration panel in that proceeding.

XI. MEDIATION/ARBITRATION SERVICES TO BE WITHOUT COST

The services of the Committee of the Connecticut Bar Association, the members thereof while serving in that capacity, and the members of the Board, shall be rendered without charge.



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The Connecticut Bar Association is a private, voluntary, professional association and, as such, has no official jurisdiction over the activities of individual lawyers or law firms. Therefore, the procedures outlined herein are voluntary and require the cooperation of both parties for effective implementation.

Rev. 09/01

RULES

RESOLUTION OF LEGAL FEE DISPUTES PROGRAM

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 on the Resolution of Legal Fee Disputes and has adopted the following procedures.

II. COMMITTEE

1. There shall be a **Committee on the Resolution of Legal Fee Disputes**, “Committee” herein, which shall consist of up to forty (40) members of the Connecticut Bar Association to be appointed by the President for three-year terms.

(a) Initially, one-third of the members of the Committee shall be appointed for a period of one year; one-third for a period of two years; and one-third for a period of three years.

(b) As each member’s term of office on the Committee expires, the successor shall be appointed for a period of three years.

(c) The term of any member which expires while a mediation or an arbitration is pending before a panel of which he or she is a member shall be extended until such mediation or arbitration is concluded, but such extension shall not interfere with the President’s power to appoint a successor to the Committee.

(d) The President shall appoint the Chair of the Committee each year from among the members of the Committee. The Committee shall elect a Vice-Chair and Secretary, who may be the same person, each year from its members.

2. The members of the Committee should be selected to provide representation from the various areas of the State and from as broad a spectrum of the Bar as possible from the standpoint of both size of firm and types of practice.

III. LEGAL FEE RESOLUTION BOARD

1. There shall be a Legal Fee Resolution Board, “Board” herein, of the Connecticut Bar Association consisting of up to forty (40) committee members, up to sixty (60) members of the Association and up to sixty (60) lay persons.

2. The members of the Board shall be appointed by the President of the Connecticut Bar Association from as broad a spectrum of the general public as possible. The President shall request nominees from each County and Local Bar Association President within the State and from the members of the Board of Governors of the Connecticut Bar Association.

3. In choosing a panel for the purpose of a binding arbitration hearing, the Chair of the Committee, or the Chair’s designee, shall attempt to rotate the selection of panels, panel Chair and panel members in an equitable manner consistent with the types of problems sought to be resolved.

4. If any member of the panel cannot, in their own opinion, ethically or conscientiously serve, they shall so notify the Chair, or the Chair’s designee, who shall forthwith select another member who is eligible to serve.

IV. JURISDICTION

1. The Board and 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 the outcome of the mediation sessions.

(B) MEDIATION FOLLOWED BY BINDING ARBITRATION

With the written consent of both parties, a mediator shall be chosen by the Chair or the Chair’s designee to assist the parties in the resolution of their legal fee dispute. If the parties determine that they are unable to resolve the dispute, and the mediator is unable to further assist them in reaching resolution, the parties may mutually choose to proceed to binding arbitration before a panel of three arbitrators chosen from the Resolution Board consisting of one member of the Committee who shall be chair, one lawyer member and one lay member. The mediator shall not be one of the panel members hearing the arbitration of the same fee dispute.

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.

The parties may either determine prior to or after the mediation that they wish to proceed to binding arbitration, but in either event must enter into a written agreement to proceed to binding arbitration prior to the start of the arbitration.

(C) BINDING ARBITRATION

1. With the consent of both parties, a hearing panel consisting of one member of the Committee, who shall be chair,

and one lawyer member and one lay member chosen from the Resolution Board, shall convene a meeting to hear testimony and review evidence relating to the dispute and render a binding decision. In the event that any attorney who has been designated as an arbitration panel member for a scheduled arbitration hearing is unable to participate in such hearing, the hearing may be conducted on the scheduled date by the remaining two members of the panel if all of the parties to the proceeding so agree in writing.

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 Board and 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 and Board’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.

V. PROCEDURE FOR PROCESSING COMPLAINTS

1. A person or firm who alleges a complaint involving a legal fee shall be referred to the Executive Director of the Connecticut Bar Association, or his/her designee, who shall direct a staff member to be charged with the duty to process such complaint.

If the Executive Director, or his/her designee, determines that a complaint is within the jurisdiction of the Committee and Board as set forth above, a petition will be forwarded to the complainant to be completed and returned to the Connecticut Bar Association offices. A petition may be filed by a client or by a lawyer.

Complaints not considered by the Executive Director, or his/her designee, to be within the jurisdiction of the Committee and Board shall be returned to the complainant with a brief reason for the rejection.

2. Upon receipt of the petition containing a consent to resolution of the legal fee dispute through one of the proce-

dures set forth in paragraph IV. 1. (a), (b), or (c), the Executive Director, or his/her designee, shall send forthwith, by certified mail, a copy of the petition, together with a copy of the Rules and Guidelines of the Committee and Board, to the respondent for a response.

3. Upon receipt of the respondent’s consent to resolution of the legal fee dispute through one of the procedures set forth in paragraph IV. 1. (a), (b), or (c), the Chair shall refer the matter to a mediator or an arbitration panel to hear the controversy in accordance with the rules set forth below. Any challenge of a mediator or arbitrators must be exercised in writing, and submitted to the Connecticut Bar Association office within five days following notification of the appointment of the mediator or arbitration panel. The Chair or the Chair’s designee will appoint members to replace any person who has been challenged to act as a mediator or arbitrator. In the case of arbitration hearings, each party may challenge without cause not more than two members of an arbitration panel. (Please see Rule IV. 1. (b) for information about the selection of an arbitration panel after an unsuccessful mediation.)

4. All mediation sessions and arbitration hearings will be held at a place convenient for the parties and selected by the mediator or the chair of the arbitration panel assigned to the case, with notice of the time and place of the hearings being given in writing by the mediator or arbitration panel chair to all parties at least fourteen (14) days prior to the date of the mediation session or arbitration hearing.

5. In the case of binding arbitration, if both parties waive a hearing in writing, the arbitration panel may dispense with the hearing and decide the matter on written submissions. In such case the panel shall give each party suitable time to present his or her case in writing and to respond to the assertions of the other. If the panel, after reviewing the written submissions, concludes that a hearing is necessary, it shall call one; otherwise it shall render its award on such submission.

6. All agreements made in the mediation session will be reduced to writing and signed by the participating parties at the conclusion of the mediation session and a fully executed copy shall be returned to the office of the Connecticut Bar Association by the mediator along with the entire file within fourteen (14) days after the conclusion of the mediation session, except in a case where there are exceptional conditions.

7. All decisions or awards of the arbitration panels shall be made in writing and returned to the office of the Connecticut Bar Association by the panel chair within fourteen (14) days after the conclusion of the hearing, except in a case where there are exceptional or unusual conditions. The Connecticut Bar Association shall forward notice of the award to the parties.

8. In the event the respondent fails or refuses to submit to the Committee’s jurisdiction within thirty (30) days after