

Note that all hearings held under the Attorney-Client Fee Dispute Resolution Part 137 Program (“Part 137”) of The New York County Lawyers Association **will be held virtually through Zoom for the foreseeable future.**

All new Part 137 **filings and replies will also be processed over e-mail**, through the dedicated New York County Lawyers Association Part 137 email: [FeeDisputeAdmin@nycla.org](mailto:FeeDisputeAdmin@nycla.org).

Parties presently involved in a dispute that has been submitted to Part 137 and wish to attempt to resolve their dispute via virtual mediation/arbitration recognize that any online/virtual hearing conducted shall be considered a traditional, in-person session for purposes of all applicable legislation, regulations, and rules concerning traditional hearings.

#### **Technology:**

- Parties participating in a virtual hearing must have access to a computer, laptop, tablet, or smartphone with a camera, microphone and speakers or headset.
- Participants should use a secure password protected internet connection, not a public Wi-Fi connection.
- The technology-check and hearing will be conducted online through the Part 137 Zoom Pro Account (“Zoom”), where the arbitrator/mediator (“Neutral”) will serve as the “host” of the mediation.

#### **Pre-Hearing Technology-Check:**

- If opportune, there will be a pre-hearing call, using Zoom, to familiarize the parties with the online platform.
- The Neutral will work through any technical issues using the online platform with the parties, so everyone is comfortable with the technology.
- The Neutral will discuss document exchange, and other non-substantive matters relating to the session.

#### **Confidentiality:**

- All participants should be in a private, quiet place and should try to limit visual distractions, including no use of virtual backgrounds without a clear need and approved by the Neutral.
- Pursuant to Local Program Rules Section 137.10 (Confidentiality): All proceedings and hearings commenced and conducted in accordance with this Part, including all papers in the hearing case file, shall be confidential, except to the extent necessary to take ancillary legal action with respect to a fee matter. Neutral should remind parties that if a recording is made of the hearing, it is not useable in a subsequent court hearing.
- The hearing may not be recorded other than by a stenographer unless permitted by the Neutral. Unanimous consent by the parties is preferred but not necessary.
- If a non-stenographic recording is permitted, the Neutral shall control the recording, using the recording mechanism of the online platform, and will ensure the entire hearing is recorded.

#### **Neutral Immunity**

- The Neutral is impartial and cannot act as advocate, representative, or counsel for any Party.
- There is no attorney-client relationship between Neutral and the participants of a hearing.
- A Neutral shall not be liable for any act or omission in connection with the hearing processes other than a willful disregard of his or her obligations under this agreement.

#### **Release and Waiver**

- By filing a Part 137 fee dispute with the New York County Lawyers Association (“NYCLA”), I agree to indemnify and hold harmless NYCLA and any of its arbitrators, mediators, officers, directors, employees, affiliates or other representatives (“Released Parties”), from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against the Released Parties to recover any losses, liabilities, costs, damages, or expenses which may arise during or result from my participation in Part 137, regardless of whether or not caused in whole or part by the negligence or other fault of the Released Parties.

(Office Use Only)

Date Received:.....

Case Number: \_\_\_\_\_

**CLIENT REQUEST FOR FEE ARBITRATION**

1. Your name, address and telephone number:

Name:

Address:

Telephone Number:

Email Address:

2. Name, address and office telephone number of the law firm and/or attorney who handled your matter:

Name:

Address:

Telephone Number:

Email Address (if known):

3. If your attorney represented you in a lawsuit, in which court and county was the lawsuit filed?

Court: \_\_\_\_\_ County: \_\_\_\_\_

4. a. On what date did your attorney first agree to handle your case?

\_\_\_\_\_, 20\_\_

b. On what date did your attorney last perform services on your case?

\_\_\_\_\_, 20\_\_

5. Briefly describe the type of legal matter involved and what your attorney agreed to do in the course of representing you (attach a copy of the written retainer agreement, letter of engagement, or other papers describing the fee arrangement, if any):

6. In the space below, indicate the date, amount and purpose of each payment you made to your attorney. Attach additional sheets if necessary.

Date	Amount	Purpose (e.g., attorney's time, out-of-pocket expenses, filing fees, etc.)
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

7. How much of your attorney's fee is in dispute (attach a copy of your attorney's bill, if available):\$ \_\_\_\_\_

8. Have you received a "Notice of Client's Right to Arbitrate" from your attorney? \_\_\_\_\_. If yes, please attach a copy.

9. Briefly describe why you believe your attorney is not entitled to the amount set forth in question 7 (use additional sheets if necessary):

10. Indicate whether you wish to attempt to resolve this fee dispute through mediation. (Participation in mediation is voluntary for your attorney and you, and it does not waive your rights to arbitration under these rules in the event that mediation is unsuccessful or the attorney refuses to participate in mediation.)

Yes, I wish to attempt to resolve this fee dispute first through mediation. My election of arbitration pursuant to paragraph 11 below will apply if the mediation is unsuccessful.

No, I do not wish to attempt to resolve this fee dispute through mediation.

11. I elect to resolve this fee dispute by arbitration, to be conducted pursuant to Part 137 of the Rules of the Chief Administrator [22 NYCRR] and the procedures of the Joint Committee on Fee Disputes and Conciliation housed at the New York County Lawyers Association, copies of which I have received. I understand that the determination of the arbitrator(s) is binding upon both the lawyer and myself, unless either party rejects the arbitrator's award by commencing an action on the merits of the fee dispute (trial *de novo*) in a court of law within 30 days after the arbitrator's decision has been mailed.

12. I have read and hereby agree to the Joint Committee on Fee Disputes and Conciliation Local Program Rules and to the Part 137 Attorney-Client Fee Dispute Resolution Program Addendum.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

**IMPORTANT:** You must file this Request for Fee Arbitration, along with a check for the filing fee in the amount of \$ \_\_\_\_\_, to:

**New York County Lawyers Association  
Fee Dispute Resolution Program  
111 Broadway, 10th Floor  
New York, NY 10006**

<b>Filing Fees</b>	<u>Amount in Dispute:</u>	<u>Fees to each party:</u>
	\$1,000.00 - 4,999.99	\$25
	5,000.00 - 5,999.99	\$50
	6,000.00 - 9,999.99	\$75
	10,000.00 - 19,999.99	\$100
	20,000.00 - 34,999	\$200
	35,000.00 - 50,000.00	\$350