UCS 137-2 (5/02)

NOTICE OF CLIENT'S RIGHT TO ARBITRATE A DISPUTE OVER A REFUND OF ATTORNEYS FEES

You claim that you are entitled to a refund in connection with legal fees you have paid the undersigned in the matter of :

The undersigned disputes the refund that you are claiming. You have the right to elect to resolve this fee dispute by arbitration under Part 137 of the Rules of the Chief Administrator of the Courts. To do so, you must file the attached Request for Fee Arbitration within 30 days from the receipt of this Notice, as set forth in the attached instructions.

If you do not file a Request for Fee Arbitration within 30 days from the receipt of this Notice, you waive the right to resolve this dispute by arbitration under Part 137.

Dated:_____ _____

(Attorney's Signature)

[print Attorney's name, address and telephone number below]

UCS 137-3 (9/05)

STANDARD WRITTEN INSTRUCTIONS AND PROCEDURES TO CLIENTS FOR THE RESOLUTION OF FEE DISPUTES PURSUANT TO PART 137 OF THE RULES OF THE CHIEF ADMINISTRATOR

Part 137 of the Rules of the Chief Administrator of the Courts provides a procedure for the arbitration (and in some cases mediation) of fee disputes between attorneys and clients in civil matters. Your attorney can provide you with a copy of Part 137 upon request or you can download a copy at www.nycourts.gov/admin/feedispute. Fee disputes may involve both fees that you have already paid to your attorney and fees that your attorney claims are owed by you. If you elect to resolve your dispute by arbitration, your attorney is required to participate. Furthermore, the arbitration will be final and binding on both your attorney and you, unless either of you seeks a trial *de novo* within 30 days, which means either of you reject the arbitrator's decision by commencing an action on the merits of the fee dispute in a court of law within 30 days after the arbitrator's decision has been mailed. Fees disputes which may not be resolved under this procedure are described in Part 137.1 of the Rules of Chief Administrator of the Courts: representation in criminal matters; amounts in dispute involving a sum of less than $1,000 or more than $50,000 unless the parties consent; and claims involving substantial legal questions, including professional malpractice or misconduct. Please consult Part 137.1 for additional exclusions.

Your attorney may not bring an action in court to obtain payment of a fee unless he or she first has provided written notice to you of your right to elect to resolve the dispute by arbitration under Part 137. If your attorney provides you with this notice, he or she must provide you with a copy of the written instructions and procedures of the approved local bar association-sponsored fee dispute resolution program ("Local Program") having jurisdiction over your dispute. Your attorney must also provide you with the "Request for Fee Arbitration" form and advise that you must file the Request for Fee Arbitration with the local program within 30 days of the receipt of the notice. If you do not file the Request within those 30 days, you will not be permitted to compel your attorney to resolve the dispute by arbitration, and your attorney will be free to bring a lawsuit in court to seek to obtain payment of the fee.

In order to elect to resolve a fee dispute by arbitration, you must file the attached "Request for Fee Arbitration" with the approved local program. An updated list of local programs is available at www.nycourts.gov/admin/feedispute or by calling toll-free 1-(877)-FEES-137 (1-877-333-7137). Filing of the Request for Fee Arbitration must be made

with the appropriate local program for the county in which the majority of legal services were performed. Once you file the Request for Fee Arbitration, the local program will mail a copy of the request to your attorney, who must provide a response within 15 days of the mailing. You will receive at least 15 days' notice in writing of the time and place of the hearing and of the identity of the arbitrator(s). The arbitrator(s) decision will be issued no later than 30 days after the date of the hearing. You may represent yourself at the hearing, or you may appear with an attorney if you wish.

Some local programs may offer mediation services in addition to arbitration. Mediation is a process by which those who have a fee dispute meet with the assistance of a trained mediator to clarify issues and explore options for a mutually acceptable resolution. Mediation provides the opportunity for your attorney and you to discuss your concerns without relinquishing control over the outcome and of achieving a result satisfactory to both of you. Participation in mediation is voluntary for your attorney and you, and it does not waive any of your rights to arbitration under these rules. If you wish to attempt to resolve your dispute through mediation, you may indicate your wish on the Request for Fee Arbitration form.

More information, including an updated list of local programs, is available at

http://www.nycourts.gov/admin/feedispute

or by calling 1-(877)-FEES-137 (1-877-333-7137).

Attorney - Client Fee Dispute Resolution Program

SECTION 1

DEFINITIONS

A. Local Administrative Body - Brooklyn Bar Association ("Association")

B. Administrator- The Executive Director of the Brooklyn Bar Association

C. Local Program ("Program")- the Brooklyn Bar Association Attorney- Client Fee Dispute Resolution Program established under Part 137 of the Rules of the Chief Administrator.

D. Venue & Jurisdiction- Those matters which are within the scope of Part 137 of the Rules of the Chief Administrator and which are consistent with the Association's own rules limiting its venue to Kings County. Only those matters in which a majority of the legal services were performed in Kings County falls within the scope of Part 137. The Association shall have discretion to arbitrate disputes in excess of $50,000.

E. Part 137 Committee ("Committee")- shall be a standing committee which will be comprised of no fewer than five(5) members of the Association, including positions designated as "Chair" (The President of the Association), "Vice Chair for Matrimonial Matters" and "Vice Chair for Civil Matters".

F. Arbitration- The settlement of disputes between parties by neutral third persons(Arbitrators) who are designated by the Administrator to hear the evidence presented by the parties and render an Award.

G. Award- The decision of the arbitrator(s).

H. Party - A person on one side of a dispute.

I. Person- An individual, partnership, corporation or other entity.

J. Claimant - The person making a claim by filing a petition under these rules.

K. Respondent - The party against whom a complaint is made.

L. Arbitration Panel ("Panel") - is a neutral forum and shall mean the Arbitrator assigned to hear and decide a fee dispute involving $1,000- $ 9,999.99; in matters involving disputes of $10,000, or more the Panel shall mean the three(3) arbitrators assigned to the matter.

M. Panel Member - An experienced attorney or layperson appointed by the Administrator or Chair in consultation with the Association's Part 137 committee

N. Mediation- is a process under which the parties present their dispute to an impartial person - the mediator. The mediator may suggest ways of resolving the dispute, but may not impose a settlement on the parties. With the mediator's guidance, the parties are encouraged to reach an agreed upon resolution of their dispute.

0. Local Rules ("Rules") - The Dispute Resolution Rules of the Brooklyn Bar Association consistent with Part 137 of the Rules of the Chief Administrator, the guidelines of the Board of Governors and the Presiding Justice for the Appellate Division, Second Department. These Rules may be amended by the Association's Part 137 Committee for the purpose of clarity and Administrative efficiency.

SECTION2

DESIGNATION

The Executive Director of the Association is designated Administrator of the Program under these rules and may delegate duties to such officers, members and employees of the Association as he or she may direct, in consultation with the Association's Part 137 Committee.

Administrator: Avery Eli Okin, Esq., CAE
Brooklyn Bar Association
123 Remsen Street
Brooklyn, NY 11201
(718) 624-0675

SECTION3

ARBITRATION PANELS

A. 1. In matters where the disputed portion of the attorney's fee is between $1,000-$9,999.99 the Panel shall be comprised of one attorney- arbitrator.

2. In matters where the disputed portion of the attorney's fee is $10,000- $50,000, the Panel shall be comprised of two(2) attorney- arbitrators and one (l) Layperson arbitrator.

3. In matters involving $10,000 or more, the parties may agree and consent in writing to have their dispute heard by a Panel comprised of one Arbitrator.

4. In matters over $50,000, but otherwise consistent with Part 137 where the parties by mutual consent have requested that the Association arbitrate their dispute, and the Association has agreed to arbitrate the matter, the composition of the Panel shall be at the discretion of the Association's Part 137 Committee.

B. Attorney Arbitrators - The Administrator or Chair, in consultation with the Committee shall appoint attorney arbitrators. An attorney shall serve as chair of a three member panel and will be so designated upon his appointment. No attorney shall be appointed to a panel unless he or she is qualified to serve by reason of experience or practice.

C. Layperson Arbitrators - shall be appointed by the Administrator or Chair in consultation with the Committee. No layperson shall be appointed unless he or she is qualified to serve by reason of training and experience.

D. An arbitrator shall disclose any circumstances likely to create a presumption of bias which might disqualify him or her as an impartial arbitrator or whenever an arbitrator cannot in his or her opinion ethically or conscientiously serve. No person shall serve as an arbitrator if he or she has any financial or personal interest in the case. Either party may advise the Administrator of any reason why an arbitrator should withdraw or be disqualified or is unable to perform his or her duties. Such request must be made no later that five(5) days prior to the scheduled date of the hearing. However, the parties are encouraged to give prompt notice after receiving notice of the arbitration to avoid delay. The Administrator, in consultation with the Committee shall have the fmal decision on the removal of an arbitrator.

E. The Association will maintain a record listing the names of the cases handled by each arbitrator, and a cross reference database listing the names of individuals who participated whether as a complainant or a respondent in an arbitration. These records will be maintained in an effort to ensure where practicable that an arbitrator is not assigned to a particular matter which involves any party to a matter heard within the previous two(2) years by that Arbitrator. The decision of the Administrator, in consultation with the Committee, shall be final.

SECTION 4

FEES

The "Fee" is the Administrative fee payable by each party to the Association. The fee upon filing the Petition for arbitration is $175.00.

a) The respondent, if an attorney will be required to pay $175.00 along with his/her response to a complaint.

b) The respondent, if a client, who elects to participate in the Arbitration process, shall also pay a fee of$175.00 to the Association. Applications for "Indigent Status" or deferred payment may be made to the Administrator.

c) The Panel shall have discretion to reapportion fees among the parties as part of its award, or in the event that an arbitration is suspended, barred, or permanently stayed pursuant to CPLR Article 75, or other special proceeding, or pursuant to a Decision and Order of a court of competent jurisdiction, or for any other reason that would render Part 137 inapplicable, the Association may refund all or part of the fee paid to it or may retain the fee as an administrative expense.

d) Discretionary Jurisdiction - The Association shall have discretion to arbitrate matters upon the consent & request of the parties, where the fee in dispute is in excess of$50,000, but otherwise consistent with Part 137. The administrative filing fee payable by each party to the Association for such matters is $250.00. The Association retains its exclusive right to accept or decline a matter submitted for arbitration under this section.

SECTIONS

PROCEDURE

Every person alleging a fee complaint shall be referred to the Administrator. If there is a prior written agreement to arbitrate the claimant shall submit a copy to the Association.

A. If, after a summary investigation, the Administrator, in consultation with the Committee determines that a complaint exists, which is within the Association's jurisdiction, the Administrator shall furnish the Claimant with a copy of the Rules and a Petition form. Complaints rejected by the Administrator in consultation with the Committee, shall be logged with the Association, together with a brief reason for rejection and maintained with the records of the Association for further reference if necessary.

B. Upon filing the Petition, the Administrator shall mail a copy together with a copy of the rules and an Answer form to the respondent.. The Respondent shall file an Answer with the Administrator and shall certify in writing that a copy of the answer has been served upon the Claimant. The Administrator, in consultation with the Committee shall designate a panel to hear the controversy.

C. In the event an attorney, without good cause, fails or refuses to consent to arbitration within fifteen(IS) days after mailing of a copy of the Petition, the arbitration will proceed as scheduled, and a decision will be made on the basis of the evidence presented.

D. All petitions, responses and other documents and submissions, must be submitted with an original and three(3) additional copies (total 4).

SECTION 6

EFFECT OF CONSENT TO ARBITRATE

By filing a Petition, on forms prescribed by the Association, a person is deemed to have adopted these rules and to have authorized the Association to act hereunder. An agreement shall be deemed to exist between the parties to submit the controversy to arbitration pursuant to these Rules with jurisdiction in the courts of the state to enforce the agreement and to enter judgment on an award. A party may not withdraw from the process after receipt of an Answer. If the client seeks to withdraw at any time thereafter, the arbitration will proceed as scheduled and the matter will be decided upon the evidence presented.

SECTION7

HEARING

The Administrator shall fix a time and place for the hearing at a neutral location (e.g., Brooklyn Bar Association. Office of the Arbitrator,) and notify the parties in writing personally or by regular mail not less than fifteen(15) days before the hearing. The Administrator may adjourn or postpone hearings.

A. The arbitrator(s) shall have sworn to hear and decide the controversy faithfully by a written oath submitted to the Association.

B. Each party is entitled to be heard, to present evidence and to cross examine witnesses. The client may not withdraw from the process after the arbitral body has received the "attorney fee response". Notwithstanding the failure of a party, including the client, duly notified to appear, the arbitrator(s) may hear and determine the controversy upon the evidence produced. Any party may participate in the arbitration hearing without a personal appearance by submitting to the arbitrator testimony and exhibits by written declaration under penalty of petjury.

C. Each party has a right to be represented by an attorney at his own expense and may clain1such right at any time as to any part of the arbitration or hearings which have not taken place. If a party is represented by an attorney, papers to be served upon that party shall be served upon his or her attorney.

D. Whenever there is more than one arbitrator, the hearing shall be conducted by all the arbitrator(s) but a majority may determine any question and render an award.

E. The Chair of the panel who must be an attorney, shall preside at the hearing, rule on the admission and exclusion of evidence, questions of procedure and exercise all powers relating to the conduct of the hearing. The arbitrator(s) shall have the power to issue subpoenas and administer oaths.

F. The arbitrator(s) may proceed in the absence of any party who, after due notice, fails to be present or fails to obtain an adjournment. The arbitrator(s) shall require the party present to submit such evidence as may be required for the making of an award.

G. The parties may offer such evidence as they desire and shall produce such additional evidence as the arbitrator(s) may deem necessary to an understanding of the dispute. The arbitrator(s) shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all the arbitrator(s) and all the parties except parties absent in default and parties who have waived the right to be present. The arbitrator(s) may receive and consider the evidence of witnesses by affidavit but shall give it only such weight as they may deem it entitled to after considering any objections made to its admission.

H. The burden shall be on the attorney to prove the reasonableness of the fee by a preponderance of the evidence and to present documentation of the work performed and the billing history. The client shall have the right of final reply.

I. The Arbitration Panel may grant adjournments upon the request of a party or upon its own motion.

J. If as a result ofthe fee dispute resolution process the Panel becomes aware of evidence giving rise to a substantial legal question, as referenced in 22NYCRR Part 137 Section 137.1(b)(3), the Panel shall suspend the Arbitration and refer the matter to the Chair of the Association's Part 137 Committee for appropriate action.

SECTION 8

AWARD

The award shall be in writing, specifying the basis for the arbitration determination, be signed and acknowledged by the arbitrator(s) making it within thirty(30) days after the hearing is closed. A party waives the objection that an award was not made within the time required unless he or she notifies the Administrator in writing of such objection prior to the mailing of the award to him or her. The arbitrator(s) shall deliver the award in triplicate to the Administrator who shall cause a copy to be mailed to each party. The award shall be binding on both parties thirty(30) days after mailing of the award by the Association to the parties.

SECTION9

DE NOVO REVIEW

Unless the parties have agreed in writing to waive the right to *de novo* review, a party aggrieved by the arbitration award may commence an action on the merits of the fee dispute in a court of competent jurisdiction within thirty(30) days after the arbitration award has been mailed. Notice of commencement of such action shall be provided to the Association, at the time the action is commenced. If no action is commenced within thirty(30) days of the mailing of the arbitration award, the award shall become final and binding.

Any party who fails to participate in the hearing shall not be entitled to seek *de novo* review absent good cause for such failure to participate.

Arbitrators shall not be called as witnesses nor shall the arbitration award be admitted in evidence at the trial *de novo*.

In the event the parties executed a waiver of the right to *de novo* review, said waiver shall be provided to the Administrator for review to verify compliance with the requirements of Section 6 ofthe Standard & Guidelines.

SECTION 10

INCOMPETENT TESTIMONY & IMMUNITY

As to the Arbitrator(s); the local Administrator; the Brooklyn Bar Association and its employees or agents:

a) In any administrative or judicial proceeding, including a proceeding for *de novo* review of the matter submitted for Arbitration, or before any other arbitral body, the above enumerated persons shall not be subject to subpoena, and shall not be competent to testify, except as otherwise required by law, and,

b) The parties to the Arbitration administered by the Brooklyn Bar Association, by their participation agree and acknowledge that in connection with the arbitration process, no civil liability shall attach to any person enumerated above and that the Panel shall have the same immunity that attaches in judicial proceedings.

SECTION 11

SERVING OF NOTICES

All papers, notices or process necessary or proper for the initiation or continuation of the arbitration under these rules may be served upon a party by certified mail or personal service directly to that party at his or her last known address or to his or her attorney if the party has indicated that he/she is represented by counsel or by personal service within or without the State ofNew York.

SECTION 12

PARTY'S EXPENSES

a) The Administrator shall furnish the parties with a list of certified stenographers. A party who requests a stenographic record must make arrangements directly with the recording agency and is responsible directly to that agency for the cost. Any other party to the arbitration shall be entitled to a copy of the said record upon written request and payment of the expense thereof to the recording agency. The Brooklyn Bar Association shall be provided a courtesy copy of any stenographic record made by any party.

b) The Administrator will also provide a list of certified interpreters upon the request of a party to the arbitration. The party shall arrange and pay the cost of such service directly to the interpreter. The party who requests an interpreter may only engage the services of a certified interpreter.

c) Written notice must be provided to the Administrator and the Panel of the party's intent to use either of the above services no less than five(5) days before the scheduled hearing date for Arbitration.

d) The Panel may at its discretion direct a party to retain the services of a certified interpreter, such services to be paid for by the party directly. The Panel may consider apportioning the fee for the services in it's award.

e) The expenses ofwitnesses shall be paid by the party calling such witnesses.

SECTION 13

CONFIDENTIALITY

The award itself, all records, documents, files, proceedings and hearings pertaining to arbitration of disputes under these rules, in which both the Claimant and Respondent have consented to be bound by the result, may not be open to the public or any person not involved in the dispute, except to the extent necessary in connection with ancillary legal action with respect to a fee matter.

SECTION 14

FORMAL MEDIATION

At the discretion of the Administrator, in consultation with the Part 137 Committee, the parties may be offered the opportunity to mediate their dispute.

Upon the written consent of both the Claimant and the Respondent to mediate their dispute, the Administrator shall assign the matter to a mediator approved to mediate such matters by the Appellate Division, Second Department, or the Board of Governors of the New York State Fee Dispute Resolution Program. The Administrator will schedule a confidential formal mediation conference.

The parties are prohibited from communicating with the assigned Mediator prior to the Mediation Conference. All communications shall be directed to the Administrator of the Association's Part 137 Program, or his designee.

The goal of Mediation is to permit and encourage the parties to resolve their own dispute. The Mediator may make suggestions, but cannot impose a decision or award on the parties.

If the parties reach a mediated agreement or resolution of their dispute, the agreement shall be set forth in writing, signed by the parties and witnessed by the Mediator. Thereafter, the agreement shall be binding on the parties.

If the parties are unable to reach a mediated agreement, the mediator will refer the matter back to the Administrator for assignment to an Arbitration Panel pursuant to the Rules of the Association's Part 137 Program.

The mediator having participated in the mediation, shall not be qualified to serve on the Arbitration Panel assigned to arbitrate the same matter.

Pursuant to Judiciary Law Section 90(10) all mediation proceedings are confidential. In any other proceeding of the within matter the mediator shall not be subject to subpoena and shall not be competent to testify.

The same immunity that attaches in a judicial proceeding and otherwise by law, shall attach to the mediation process and the mediator.

SECTION 15

EFFECTIVE DATE

These rules shall take effect upon approval by the Board of Governors and the Presiding Justice of the Appellate Division, Second Department and approval by the Board of Trustees of the Association. These rules and any amendments shall apply in the form in effect at the time an arbitration is initiated. Changes to these rules require the approval ofthe Board of Governors and the Presiding Justice of the Appellate Division, Second Department and become effective on the date of such approval.

(Office Use Only)
Date Received:.....
Case Number: _____

UCS 137-4a (10/13)

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. 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 Brooklyn Bar 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.

Dated:_____ Signed:_____

IMPORTANT: You must file this Request for Fee Arbitration, along with a check for the filing fee in the amount of $175.00, to:

Brooklyn Bar Association
Avery Eli Okin, Esq., CAE
Brooklyn Bar Association
123 Remsen Street
Brooklyn, New York 11201