INFORMATION SHEET ON THE FEE ARBITRATION SERVICE

The Attorney/Client Arbitration Board of the District of Columbia Bar provides an informal arbitration service, for a non-refundable filing fee, for resolution of fee disputes between members of this Bar and their clients. Either the client or the lawyer may request arbitration. If a client requests arbitration, the lawyer must participate. If a lawyer requests arbitration, the client, under certain circumstances, may elect to participate.

This service is an informal, quick and efficient means of resolving fee disputes. Arbitration may be completed within six months of receipt of signed agreements to arbitrate from both parties, while litigation of the same dispute might take a year or longer.

A copy of the rules of procedure will be sent to all parties who submit their disputes to the ACAB for resolution. The rules of procedure governing arbitration conform to the District of Columbia arbitration law.

Signing an agreement to arbitrate limits the client to arbitration before the ACAB as the forum for resolving this dispute. Agreements to arbitrate may not be withdrawn after the other party responds without the consent of both parties.

Awards of the ACAB hearing panels are binding on both parties to a dispute. Settlements between the parties are encouraged and may be incorporated into the arbitration award.

There is no appeal process before the ACAB and only a limited right of appeal is available to parties in the District of Columbia Superior Court under Title 16, Chapter 44, of the District of Columbia Code. Under Sections 16-4422 and 16-4424 of the Code, the Court has the authority, on prompt application, to confirm, vacate or modify an award only in certain stated circumstances, such as obtaining the award by "corruption, fraud or other undue means."

An award may be enrolled as a judgment of a court that has authority over the parties. For purposes of enforcement and collection, it becomes like any other judgment of the court.

If you wish to submit your dispute to arbitration, please fill in and sign the enclosed request and agreement to arbitrate forms.

Return them, with a non-refundable check or money order for the filing fee, payable to the D.C. Bar, to:

THE DISTRICT OF COLUMBIA BAR
ATTORNEY/CLIENT ARBITRATION BOARD
901 4th Street NW
Washington, D.C. 20001
Tel: (202) 780-2779
Fax: 1-866-550-9330
acabinfo@dcbar.org

Instructions for Filing a Petition to Arbitrate a Fee Dispute through the Attorney/Client Arbitration Board (ACAB)

In order for the Attorney/Client Arbitration Board (ACAB) to accept your petition to arbitrate a legal fee dispute, the following information must be submitted. An incomplete petition will be returned to you. A case is not considered opened by the ACAB until it has been assigned a docket name and number.

1) Request for Arbitration form: Please provide all of the information requested. If you are requesting arbitration, you are the petitioner. The party with whom you are requesting arbitration is the respondent. Provide the other party's address and phone number to the best of your knowledge. You must indicate the dollar amount of relief you are seeking. A range is not permitted. This figure established the most the arbitrator(s) may award in affirmative relief. This figure is limited to fees paid, charged, or claimed for legal services. This amount may include disbursements and related expenses. It may also include interest.

2) Agreement to Arbitrate form: Please read both sides of this form carefully and provide all of the information requested.

3) Statement of Claim: You must provide a statement explaining the basis of your claim. Your statement should include information about when you hired the lawyer or were retained for the matter which gave rise to this dispute; where you hired the lawyer or where your office is located when you were retained; and whether the legal services provided (or were to include) representation before a District of Columbia court or District of Columbia government agency. The statement should also include the date, or time period when you began to dispute the fees charged by the lawyer or when you first demanded payment from a client of an unpaid legal fee. You must also disclose if this dispute has been filed with or decided by another dispute-resolving body, such as a court or other adjudicatory entity.

You must submit a copy of the retainer agreement between the lawyer and the client (if you had one), copies of invoices for legal services or receipts for payments of legal fees, and any correspondence between the parties involved in this fee dispute about the legal fees in dispute. If you do not have copies of this material, please submit anything you do have to support that the amount you seek in relief is related to fees paid, charged or claimed for legal services.

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901 4th Street NW
Washington, DC 20001
202-737-4700
www.dcbar.org

4) Non-refundable filing fee: The non-refundable filing fee is based on the amount of legal fees in dispute. Please refer to the filing fee schedule included in the packet of material. The ACAB accepts checks or money orders made payable to the "Attorney/Client Arbitration Board." The ACAB does not accept cash or credit cards. If you wish to seek a waiver of the filing fee based on indigence, you must complete and submit the Confidential Financial Statement provided in the packet of material. This form will be kept confidential by the ACAB office.

You must submit an original and two additional copies (three sets total) of all of the material included in your petition to arbitrate to: District of Columbia Bar, Attorney/Client Arbitration Board, 901 4th Street NW, Washington, DC 20001. You should retain a copy of this material for your own records. Please do not submit originals of your fee agreements or other supporting material. DC Bar staff is not available to make copies of your material.

Before you file your petition to arbitrate, it is important that you carefully read the enclosed Information Sheet and Rules of Procedure for the ACAB. If you have questions about this material, you may call (202) 780-2779. Staff can answer your questions about the ACAB rules and procedures. However, staff cannot give you legal advice, refer you to a lawyer, advise on whether you have a "good" case, or whether you should request arbitration. The decision about whether to arbitrate a legal fee dispute through the ACAB is one that only you can make.

FEE ARBITRATION SERVICE

Request for Arbitration

Petitioner's Name(s): _____

Address:_____

City, State, Zip Code:_____

Home Phone: _____ Business Phone: _____

FAX (if available):_____ E-Mail Address:_____

(I/We prefer to be contacted at the Home ☐ / Business ☐ Phone)

Respondent's Name(s):_____

Address: _____

City, State, Zip Code:_____

Home Phone:_____ Business Phone:_____

FAX (if available):_____ E-Mail Address:_____

I seek relief in the amount of $_____. I have attached a statement explaining the basis of my claim.

I have enclosed my nonrefundable filing fee in the amount of $_____. (Please see attached filing fee schedule. Make check or money order payable to the D.C. Bar. Do not send cash.) To request a waiver of the filing fee based upon indigency please contact the ACAB for a Confidential Financial Statement.

☐Check here if you request an accommodation for a disability. Those who request an accommodation will be contacted by Attorney/Client Arbitration Board staff concerning the request. (See item #10 on the Agreement to Arbitrate form for the D.C. Bar Accessibility and Disability policy).

_____ _____

Signature Date

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901 4th Street NW
Washington, DC 20001
202-737-4700
www.dcbar.org

AGREEMENT TO ARBITRATE

1. I hereby agree to arbitrate, under the rules of the Attorney/Client Arbitration Board of the District of Columbia Bar and applicable District of Columbia law, the following:
A fee dispute between:

Petitioner(s) _____

and

Respondent(s) _____

2. I agree that the arbitrators will be selected according to Attorney/Client Arbitration Board Fee Arbitration Service Rules of Procedure.

If the monetary amount at issue is $10,000 or less, a single arbitrator will be assigned to the dispute. If a dispute is $10,001 or more, a panel of three arbitrators will be assigned to the dispute unless both parties agree to a single arbitrator.

☐ Check here if you agree to have your case heard by a single arbitrator.

3. I will comply with this agreement and the rules of procedure.

4. I have considered carefully the other options I may have to resolve this dispute before signing this agreement to arbitrate.

5. The respondent has the right to claim that the petitioner owes the respondent money relating to this dispute. The arbitrator(s) will consider evidence presented that concerns the respondent's claim and decide this issue when deciding the petitioner's claim against the respondent.

6. I have read the Important Notice printed on the reverse side of this agreement and I understand that this agreement limits the parties to arbitration before the ACAB as the forum to resolve this dispute.

7. I understand that an award of the arbitration panel is binding on both parties.

8. I understand that there is no appeal of the award before the ACAB and that there is only a limited right of appeal in the District of Columbia Superior Court.

9. I understand that a judgment of a court that has jurisdiction over the parties may be entered for enforcement of the award.

10. It is the intent of the D.C. Bar to provide accessibility to services, programs and activities offered by the D.C. Bar to any qualified applicant, member, or participant with a disability, upon reasonable notice and without requiring action which would result in a fundamental alteration in the nature of the service, program or activity or in undue financial or administrative burden. I understand that I may contact the ACAB at (202) 780-2772, to request an accommodation for a disability and that if I request an accommodation on the "Request to Arbitrate" form, I will be contacted by ACAB staff.

_____ _____

Signature Date

District of Columbia Bar
901 4th Street NW
Washington, DC 20001
202-737-4700
www.dcbar.org

IMPORTANT NOTICE FOR CLIENTS

The District of Columbia Bar handles arbitration of fee disputes between members of its Bar and their clients. We encourage you to explore all options available to you in resolving your fee dispute. You may be able to bring a lawsuit to resolve your dispute. But you should be aware that there are time limits within which lawsuits must be filed.

You should make certain that arbitration before the arbitrators of the Attorney/Client Arbitration Board (ACAB) is the method you want to resolve this dispute before you sign the Agreement to Arbitrate. Once you have signed the agreement to arbitrate, you may be required to arbitrate this dispute unless the other party agrees that the ACAB should not hear the dispute.

At the time the attorney agrees to arbitrate the dispute, the attorney may also make a counterclaim against you for any amount of money related to this dispute. You have the right to present evidence to defend against this claim, the arbitrators will consider the counterclaim and may find that you owe the attorney all or part of this claim. You may not withdraw your agreement to arbitrate because the attorney makes a counterclaim against you.

Arbitration awards by the arbitrators of the ACAB are final and binding. While there is no provision for appeal of an arbitration award under the rules of procedure of the ACAB, a limited right of appeal is available to parties in the District of Columbia Superior Court under Title 16, Chapter 44, of the District of Columbia Code. Under Sections 16-4422 and 16-4424 of the Code, the Court may, upon application of a party, confirm, vacate or modify an arbitration award, but only under certain circumstances that are stated in the Code.

If the attorney refuses to abide by the ACAB award, you may have to make an appearance in the District of Columbia Superior Court to enforce the award.

The decision on how to proceed is one that only you can make.

Statement of Claim

You must provide a written statement explaining the basis of your claim for arbitration. Your statement should include:

- Information about when the attorney-client relationship began,
- The reason for the representation,
- Whether the legal services provided included (or were to include) representation before a District of Columbia court or District of Columbia government agency,
- Specificity about why you dispute these fees, and
- The date, or time-period when the dispute about the legal fees began.

You must also submit:

- A copy of the retainer agreement (if you have one),
- Copies of invoices detailing the legal fees charged or copies of receipts/checks of legal fees paid, and
- Any correspondence between the client and the lawyer about the fee dispute that is the subject of this arbitration.

The relief you seek must be limited to legal fees paid, charged or claimed for legal services. This may also include disbursements, related expenses, and any interest incurred.

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FILING FEE SCHEDULE

The following filing fee schedule is effective for all fee arbitration petitions filed with the Attorney/Client Arbitration Board (ACAB). This filing fee schedule also applies to all counterclaims filed in fee arbitrations pending before the (ACAB).

The non-refundable fee to file a petition, or to file a counterclaim seeking affirmative relief in a fee dispute, is as follows:

Monetary amount sought in relief	**Filing fee**
For claims up to **$5,000**	$25
Claims between **$5,001** and **$49,999**	$50
Claims between **$50,000** and **$149,999**	$100
Claims between **$150,000** and **$499,999**	$250
Claims between **$500,000** and **$999,999**	$500
Claims of **$1,000,000** and above	$1,000

Please make your check or money order payable to the Attorney/Client Arbitration Board. The ACAB is currently unable to accept cash, credit cards, or other forms of payment.

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Washington, DC 20001
202-737-4700
www.dcbar.org

CONFIDENTIAL FINANCIAL STATEMENT

You **must** complete and return this form to the Attorney/Client Arbitration Board (ACAB) if you are seeking a waiver of the filing fee required to initiate a fee dispute or to file a counterclaim in a fee dispute. The information provided in this form is confidential and will be used solely by the ACAB to determine eligibility for waiver of the filing fee. This form must be filled out and signed by the person requesting arbitration or the person named as the Respondent if used when filing a counterclaim in a fee dispute.

Name:_____ Age:_____

Address:_____

_____

Telephone Number:_____ Email Address:_____

Family/Household Composition:

_____ Adults _____ Children

Relationship of dependent(s), if any: _____

Income:

Employer:_____

Salary $_____ per _____

Other Income* _____

$_____ per _____

*(*Include public benefits, child support, alimony, rental income, contributions from family members, friends, housemates, or money from odd jobs.)*

Expenses:

Rent/Mortgage $_____ per month
Property Taxes $_____ per month
Utilities $_____ per month
Food $_____ per month
Child Care $_____ per month
Other $_____ per month

I hereby affirm that the above information is true and complete, to the best of my knowledge and belief.

_____ _____
(signature) (date)

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DISTRICT OF COLUMBIA BAR
ATTORNEY/CLIENT ARBITRATION BOARD

Fee Arbitration Service Rules of Procedure

Last Amended December 11, 2018

THE DISTRICT OF COLUMBIA BAR
ATTORNEY/CLIENT ARBITRATION BOARD

FEE ARBITRATION SERVICE

RULES OF PROCEDURE

1. The Attorney/Client Arbitration Board (ACAB): The Attorney/Client Arbitration Board is usually referred to by its initials, as the "ACAB." The ACAB has 11 volunteer members: seven are lawyers and four are non-lawyers. These 11 members are selected by the District of Columbia Bar (the "D.C. Bar") and serve three-year terms; none serves more than two consecutive terms. The ACAB uses volunteer arbitrators, which it selects, and who serve three-year terms that may be renewed at the discretion of the ACAB. These arbitrators are lawyers and non-lawyers who have training and experience in arbitrating disputes. The ACAB uses either a single arbitrator ("sole arbitrator") or a three-member panel, depending upon the amount of money in dispute. The ACAB Assistant Director, who is a lawyer and employee of the D.C. Bar, handles the day-to-day operations of the ACAB.

2. The lawyer and the client: Disputes about legal fees arise out of the relationship between lawyer and client. When the term "lawyer" is used in these rules, it includes both individual lawyers and co-counsel or law firms, as the case may be. When the term "client" is used, it includes an individual, group of people, corporation or other business entity, as the case may be. The term "client" may be construed to include a party who is subrogated to the rights of a client. Where the ACAB is satisfied that the interests of the client, protected by the District of Columbia Court of Appeals Rule XIII, will not be harmed, "client" may also include a third-party payor who has a legal responsibility for the payment of legal fees on behalf of a client.

3. Fee disputes arbitrated by the ACAB: The services of the ACAB are available to arbitrate disputes about legal fees which meet five criteria:

(a) The dispute must be between a lawyer and a client.

(b) The dispute must be about a fee paid, charged or claimed for legal services. This includes disbursements, related expenses, or pre-award interest.

(c) The lawyer must have been subject to the disciplinary jurisdiction of the District of Columbia Court of Appeals when the legal services were provided to the client.

(d) The dispute must "arise" in the District of Columbia. A dispute arises in the District of Columbia if:

(i) The client is a resident of the District of Columbia, OR

(ii) A substantial part or all of the legal services were provided in the District of Columbia, OR

(iii) The services included representation before a District of Columbia court or District of Columbia government agency, OR

(iv) The parties voluntarily agreed to arbitrate and part of the legal services were provided in the District of Columbia and the lawyer maintains a law office in the District of Columbia or its surrounding counties and cities (Montgomery and Prince George's in Maryland; Alexandria, Arlington, and Fairfax in Virginia).

(e) The dispute must be brought to the ACAB within the statute of limitations for contract disputes as defined by District of Columbia law (D.C. Code Sec. 12-301). In general, a petition involving a fee dispute must be filed with the ACAB within three years of the date the basis for the claim was known or should have been known to the party making it.

4. Coordination with other dispute-resolving agencies: The ACAB has the discretion to decide not to arbitrate a dispute over legal fees if such arbitration would interfere with proceedings before other dispute-resolving bodies. For instance:

(a) If there is a pending lawsuit in a court about a fee dispute and the client files a petition involving the same fee dispute with the ACAB or the lawyer files such a petition accompanied by a valid agreement with the client to arbitrate fee disputes, the ACAB will not retain jurisdiction nor will it proceed to adjudicate the fee dispute unless the lawsuit is dismissed or stayed (pending resolution by the ACAB) by the presiding judge in the lawsuit.

(b) The ACAB will not arbitrate disputes where entitlement to and the amount of fees and/or costs charged by or paid to a lawyer by the client, or on a client's behalf, have previously been determined by a court order, rule or decision.

(c) The ACAB will not arbitrate disputes if the legal services underlying the fees and/or costs at issue are alleged to constitute a crime.

(d) If the dispute involves a violation of the District of Columbia Rules of Professional Conduct by the lawyer, the dispute may be handled first by the District of Columbia Office of Disciplinary Counsel ("Disciplinary Counsel"). In such instance, the ACAB will not arbitrate the dispute if it is shown that prejudice will occur if both proceedings go forward simultaneously. Nothing in these rules of procedure prevents a client from filing a complaint with Disciplinary Counsel.

5. Confidentiality: Proceedings before the ACAB are confidential, including but not limited to all records, documents, and testimony received by the ACAB, subject to the following:

(a) The parties to an arbitration dispute are not required by the ACAB's rules of procedure to maintain confidentiality about any aspect of the proceeding unless they both agree in writing or the arbitrator(s) issue a confidentiality order for good cause shown at the request of a party after considering any objections by the other party. These rules of procedure do not affect any confidentiality requirements imposed on members of the D.C. Bar by the District of Columbia Rules of Professional Conduct.

(b) An award is not confidential.

(c) A client or lawyer who participates in an ACAB proceeding may make available to any other person any information or document that was in the possession of the client or the lawyer before the beginning of any ACAB proceeding.

(d) An ACAB member or arbitrator will respond to a request for information or records made by the Board on Professional Responsibility. No ACAB member or arbitrator will initiate any communication with the Board on Professional Responsibility or Disciplinary Counsel.

6. Filing a petition: A case before the ACAB is initiated by filing a petition. The forms required to file a petition can be obtained from the ACAB office (see Appendix A for contact information). A petition may be filed either by a lawyer or by a client. The party who files a petition to arbitrate is referred to as the "Petitioner." A petition may be returned to the filing party if it lacks information to support that the ACAB has jurisdiction, the amount in dispute, or the requisite forms. A case is not considered opened by the ACAB until it has been assigned a docket name and number.

7. Fee: A filing fee is charged for the ACAB's services and must be paid in full by check or money order when a petition or counterclaim is filed. The amount of the fee is provided in the fee schedule attached to these rules of procedure. The ACAB may waive the filing fee upon a showing of indigency. Subject to the provisions of Rule 21(b) of these rules of procedure the filing fee is not refundable.

8. Agreement to Arbitrate: After the petition is filed and after the petition has been opened by the ACAB:

(a) If the petition is filed by a client, the lawyer is deemed to have agreed to arbitrate and the arbitration will go forward unless the client withdraws the petition before the lawyer responds to the petition. The ACAB will send the lawyer a copy of the

petition and a copy of these rules, and the arbitration process will begin. Petitions to arbitrate filed by the client may not be withdrawn by the client after the lawyer responds unless the lawyer and the client agree to do so in writing.

(b) If the petition is filed by a lawyer, the ACAB will send the client a copy of these rules and an Agreement to Arbitrate form.

(i) If the client signs the Agreement to Arbitrate and returns it to the ACAB, the arbitration process will begin. A signed Agreement to Arbitrate form is binding and cannot be withdrawn by the client unless both the lawyer and the client agree to do so in writing.

(ii) If the client refuses to sign the Agreement to Arbitrate, then the arbitration process will not begin. The arbitration service offered by the ACAB to clients is voluntary. If the client does not agree to arbitrate, the ACAB cannot compel the client to do so.

(iii) The ACAB will enforce an attorney/client agreement to arbitrate a fee dispute if the agreement: (1) is valid and enforceable, (2) is signed by all parties to the dispute, and (3) encompasses fee disputes in the scope of disputes to be arbitrated. Further, the client must have been adequately informed of the scope and effect of a mandatory arbitration provision, consistent with D.C. Bar Legal Ethics Committee Opinion 376 (copy attached.) In this instance, the ACAB can compel a client to arbitrate a fee dispute filed by a lawyer. Petitions to arbitrate filed by a lawyer may not be withdrawn by the lawyer after the client responds unless the lawyer and the client agree to do so in writing.

9. Responsive materials, requests to dismiss and counterclaims: The following governs responsive materials, requests to dismiss and counterclaims:

(a) Responsive materials - The party against whom a petition is filed (the "Respondent") shall file any response to the petition with the ACAB within 20 calendar days of the date the petition is mailed by the ACAB to the Respondent.

(b) Requests to dismiss – If the Respondent believes that the dispute does not meet the requirements of Rule 3 and should be dismissed, the Respondent must file a request to dismiss, with supporting material, within 20 calendar days of the date the petition was mailed by the ACAB to the Respondent. The ACAB Assistant Director will determine whether the ACAB or arbitrator(s) assigned to the case should decide any such request. If, at any time, the ACAB or arbitrator(s) assigned to the case determine that the dispute does not satisfy the requirements of Rule 3, the petition will be dismissed.

(c) Determinations about whether to dismiss a petition will be made by the ACAB Assistant Director if the request is based upon a procedural issue and by the sole

arbitrator or the chairperson of a three-arbitrator panel (the "Chairperson") if the request is based upon a substantive issue.

(d) Counterclaims - If the Respondent has any claims against the Petitioner that involve the same facts as the claim described in the petition, the Respondent may file a counterclaim. Counterclaims must be filed with the ACAB within the 20-calendar day limit for filing responses and must be accompanied by the filing fee (Rule 7). A counterclaim should fully describe the basis on which the Respondent believes (s)he is entitled to relief. The ACAB will provide a copy of the counterclaim to the Petitioner promptly. The Petitioner must provide any reply to the counterclaim within 20 calendar days of the date it is sent by the ACAB to the Petitioner.

(e) Extensions – To assure that responsive materials, requests to dismiss, counterclaims and other submissions are accepted, parties should comply with the deadlines set forth by the ACAB and in subparagraphs (a) – (d) above. As a matter of discretion, the ACAB may allow materials filed after the 20-calendar day deadline on a case-by-case basis. Determinations about requests for extensions will be made by the ACAB Assistant Director unless arbitrator(s) have been assigned to the case. If arbitrator(s) have been assigned, the decision will be made by the sole arbitrator or the Chairperson.

10. Informal Settlement: The ACAB encourages informal settlement of disputes prior to the arbitration hearing.

11. Voluntary mediation: The ACAB offers voluntary mediation as an option to parties in a pending fee dispute. Mediation is voluntary for both the client and the lawyer. Both parties must agree in writing to mediate before the ACAB will schedule a mediation session. Both parties will receive information about the voluntary mediation program after a fee dispute has been opened and docketed by the ACAB. If either party does not agree in writing to mediate, or if a settlement is not reached at a mediation session, the ACAB will continue processing the case for arbitration.

12. Dismissal of petitions: The ACAB Assistant Director may dismiss a petition it has accepted if it determines, after contacts with the lawyer and the client, that the dispute should be decided elsewhere (as described in Rule 4), or no signed Agreement to Arbitrate can be obtained from the client. When the petition is dismissed, the case is closed, and the ACAB sends a notice to the lawyer and the client of this action. A dismissal by the ACAB does not affect other remedies available to the client or the lawyer.

13. Assigning arbitrators: The ACAB will assign either one arbitrator or three arbitrators to decide the dispute. Arbitrators are selected from the ACAB's trained and experienced volunteers.

(a) If the combined amount of the claim and any counterclaim is less than or equal to $10,000, one arbitrator will be assigned to decide the dispute. The sole arbitrator may be either a lawyer or a non-lawyer.

(b) If the combined amount of the claim and any counterclaim is greater than $10,000, a panel of three arbitrators will be assigned to decide the dispute. The panel will include at least one lawyer and at least one non-lawyer. A Chairperson will be designated by the ACAB. The lawyer and the client may agree to a panel including all lawyers or all non-lawyers or to have the dispute heard by a sole arbitrator.

(c) If requested by both the lawyer and the client, and if feasible, the ACAB will select an arbitrator with particular expertise in the practice area of the underlying dispute.

14. Striking arbitrators: The ACAB will mail to the lawyer and the client a notice identifying the arbitrator(s) who have been selected to decide the dispute and a short biographical statement about each. Either the lawyer or the client may strike any arbitrator by sending a written objection to the ACAB, within 10 calendar days of the date of the ACAB notice, stating any good reason why the arbitrator who has been assigned should not decide the dispute. Otherwise all objections to the arbitrator or arbitrators assigned by the ACAB are waived. Generally, the ACAB will honor requests to remove an arbitrator if based on the arbitrator's knowledge of or familiarity with any party, witness, or facts of the dispute. Generally, a request for removal of an arbitrator will not be granted if based solely on the party's perception that the arbitrator lacks the professional qualifications or expertise to serve.

15. Contacting arbitrators: The lawyer and the client may not contact the arbitrator(s) regarding the dispute or award before or after the hearing. All written submissions about the dispute must be sent directly to the ACAB office for distribution to the arbitrator(s). The lawyer and the client may contact the ACAB staff about the case, whenever necessary.

16. Replacing arbitrators: If an arbitrator becomes unavailable after having been assigned, but before the hearing, a new arbitrator will be selected and assigned to the matter. If an arbitrator becomes unavailable before the hearing has begun but after the hearing has been scheduled, both the lawyer and the client may consent in writing to proceed with the scheduled hearing with two arbitrators without a new selection process. If an arbitrator becomes unavailable after the beginning of the hearing but before the award, the arbitration will be stopped and the selection process for all arbitrators will start again. The provisions of Rule 14 and Rule 15 apply to replacing arbitrators.

17. Schedule and notice: The ACAB, in consultation with the parties and the sole arbitrator or the Chairperson, will set a schedule for deciding the dispute and will send written notice to the lawyer and the client.

(a) A hearing normally will be scheduled within 90 days of the notice of the selection of the arbitrators. The lawyer and the client will have at least 20 days' notice of the initial hearing date.

(b) The lawyer and the client may submit written statements of their case together with any relevant records or documents. Any written materials, hearing exhibits and a list of witness, if any, should be submitted at least 10 calendar days prior to the hearing. If written materials are submitted less than 10 calendar days prior to the hearing date, it is within the discretion of the sole arbitrator or the Chairperson to decide whether to accept such materials as evidence.

(c) The award of the arbitrators normally will be issued within 15 days after the close of the hearing.

18. Extensions and postponements: The sole arbitrator or the Chairperson will decide any requests for extensions of time or postponements. A request for a continuance may be denied if it is made unreasonably close to the hearing. It shall be presumed that a request filed less than 72 hours prior to the hearing will be denied unless a compelling reason is shown. Requests by parties for postponements of scheduled hearings must be submitted to the ACAB in writing.

19. Hearing: The lawyer and the client are entitled to a hearing at which they may present evidence and cross-examine witnesses. The arbitrator(s) may schedule a preliminary hearing to resolve any threshold or dispositive issues (e.g., jurisdiction, statute of limitations).

(a) The sole arbitrator or the Chairperson will give any notices required in connection with the hearing, decide questions of procedure or scheduling, issue any necessary subpoenas permitted by law, preside at the hearing, administer oaths, rule on the admission and exclusion of evidence, and exercise any other powers of arbitrators pursuant to District of Columbia law. The requesting party shall be responsible for service of the subpoenas.

(b) There is no provision for formal discovery. The sole arbitrator or the Chairperson may, within his or her discretion, grant a request for discovery based on the relevancy and materiality of the request. Any request for discovery shall be submitted at least 30 calendar days prior to a scheduled hearing.

(c) Anyone involved in a hearing, as lawyer, client, or witness, is entitled to be represented by an attorney. It is the responsibility of anyone wishing to be represented by an attorney to make the necessary arrangements in advance as the hearing will not be delayed for someone who has failed to make the appropriate arrangements. Counsel for parties should enter their appearance in writing to the ACAB prior to a scheduled hearing.

(d) If both the lawyer and the client agree, the hearing may be waived and the arguments of each may be submitted in writing, together with any supporting documents, and the dispute may be decided on the basis of the written submissions. Even if the hearing is waived, the arbitrators may require oral testimony from any witness, and issue a notice to that effect to the lawyer and the client.

(e) The lawyer and the client are entitled to attend all hearings. Attendance at a scheduled hearing is a waiver of any deficiency in the notice of the hearing. Witnesses waiting to be heard may be excluded from the hearing until they testify.

(f) The lawyer shall have the burden of proving the reasonableness of the fee by a preponderance of the evidence.

(g) The lawyer and the client are entitled to be heard at the hearing, either personally or through an attorney or other advisor or representative.

(i) Opening statements outlining the case may be presented at the hearing. The lawyer and the client will be provided equal time in which to make such statements.

(ii) Evidence may be presented at the hearing by the testimony of witnesses and in documentary form. The lawyer and the client will be afforded full and equal opportunity for the presentation of any relevant evidence.

(iii) Questions may be asked by the lawyer and the client in cross-examination at the hearing of any witness who testifies.

(iv) Questions may be asked by the arbitrators(s) of any party or witness who testifies.

(v) Closing statements summarizing the case may be presented by the lawyer and the client at the hearing after all the evidence has been received.

(h) All relevant evidence will be considered, within the discretion of the arbitrator(s). Relevant evidence may include evidence relating to claims of alleged malpractice or alleged negligence, but only to the extent that those claims bear upon the fees, costs or related expenses to which the lawyer is entitled.

(i) Testimony will be given under oath.

(j) Hearings which cannot be completed on the first day will be continued, with due regard to the circumstances of those involved in the hearing and the desirability of a speedy determination. When all necessary statements and evidence have been heard, the hearing will be closed.

(k) If either the lawyer or the client fails to appear at the hearing, the arbitrators may hear and decide the dispute upon the evidence produced and, notwithstanding any failure to appear, may enter a binding award. No decision may be based solely on the absence of the lawyer or the client, but a decision may be rendered based on the failure of a party to meet its burden of proof.

(l) At any time before the award is signed, the hearing may be reopened by a sole arbitrator or a majority of a three-arbitrator panel, either at the request of the lawyer or the client with a showing of good reason, or for reasons determined by the arbitrators.

(m) Hearings are neither transcribed nor recorded by the ACAB. Requests by a party to have the ACAB transcribe or record the hearing will be denied. The parties are prohibited from transcribing or recording the hearing using their own or third-party resources (note-taking by hearing participants is not prohibited, however).

20. Standards: Arbitrators use the following standards in deciding fee disputes:

(a) Fee arrangements between lawyer and client should be clear and unambiguous. It is the responsibility of the lawyer to ensure this, and to explain to a new client, in writing, before or within a reasonable time after the lawyer has been employed, the scope of the lawyer's representation, what the fee will be, how the fee will be computed, what charges there may be in addition to the fee, and how and when the client will be expected to pay.

(b) Unless there are unique aspects of the fee arrangement, the lawyer may utilize a standardized letter, memorandum, or pamphlet explaining the lawyer's fee practices, and indicating those practices applicable to the specific representation. Such publications would, for example, explain applicable hourly billing rates, if billing on an hourly basis is contemplated, and indicate what charges (such as filing costs, transcript costs, duplicating costs, long distance telephone costs) are imposed in addition to hourly rate charges.

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a criminal case where no contingent fee may be charged. A contingent fee agreement shall be in writing and shall state:

(i) The method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal; and

(ii) Whether litigation and other expenses are to be deducted from the recovery, and whether such expenses should be deducted before or after the contingent fee is calculated.

(d) A lawyer may require advance payment of any fee but is obliged to return any unearned portion.

(e) A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

(f) When developments occur during the representation that renders an earlier estimate substantially inaccurate, a revised estimate should be provided to the client.

(g) The client is entitled to a written bill, which includes:

(i) In an arrangement based on hourly rates, a statement of how the time on which a lawyer's fee is based was spent.

(ii) In an arrangement based on contingent fees, a statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

(iii) In an arrangement in which fees or costs are allocated among clients, a statement explaining to the client the basis for the allocation.

(h) A lawyer's fee shall be reasonable. Factors to be considered in determining the reasonableness of a fee include the following:

(i) The time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal service properly;

(ii) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;

(iii) The fee customarily charged in the District of Columbia for similar legal services;

(iv) The amount involved and the result obtained;

(v) The time limitations imposed by the client or by the circumstances;

(vi) The nature and length of the professional relationship with the client;

(vii) The experience, reputation, and ability of the lawyer or lawyers performing the services; and

(viii) Whether the fee is fixed or contingent.

(i) A lawyer's charges for disbursements, costs and expenses shall be reasonable. Factors to be considered in determining the reasonableness of charges other than fees include the following:

(i) A lawyer may not charge a client for overhead expenses generally associated with properly maintaining, staffing and equipping an office.

(ii) A lawyer may recoup expenses reasonably incurred in connection with the client's matter for support services provided by the lawyer or the law firm, such as photocopying, long distance telephone calls, computer research, special deliveries, secretarial overtime, and other similar services, so long as the charge reasonably reflects the lawyer's actual cost for the services rendered.

(iii) A lawyer may not charge a client more than the actual disbursements for services provided by third parties like court reporters, travel agents, or expert witnesses.

(j) Statutory and common law principles applicable in the District of Columbia to fee arrangements between lawyer and client may be used by the arbitrators.

21. Award: The decision with respect to the dispute will be set out in a written award signed by the sole arbitrator or the majority of a three-arbitrator panel who concur with the award. Any dissent may be signed separately. No opinion, setting out reasons, will be issued with the award.

(a) The award will specify the amount, if any, to be paid to the person who filed the petition and include a deadline for compliance with the award. The arbitrators may grant any award they deem proper, but they have no authority to award an amount in excess of the amount set out in the Agreement to Arbitrate, or any amendment to the Agreement to Arbitrate made before the hearing.

(b) It is within the discretion of the arbitrators whether to grant pre-award interest. If interest is awarded, the arbitrators shall consider any interest rate stated in the fee agreement between the attorney and client and the pre-judgment interest rate established under District of Columbia law.

(c) The award will specify whether the filing fee paid by the person who filed the petition is to be reimbursed.

(d) If an informal settlement has been reached, that settlement may be set out in an award as a consent decision.

(e) The sole arbitrator or the Chairperson will file the written award with the ACAB, and the ACAB will send a copy to the lawyer and the client by mail.

(f) Once the award is signed and filed, the hearing may not be reopened except upon the consent of the lawyer and the client.

(g) All documents submitted during the course of the arbitration proceedings will be returned by the arbitrator(s) to the ACAB when the written award is filed with the ACAB. Such documents may be claimed from the ACAB within 30 calendar days after the entry of the award, by the person(s) who submitted them.

(h) The award may also incorporate any confidentiality agreement or order.

22. Death or incompetence: If either the lawyer or the client dies or becomes incompetent prior to the close of the hearing, the hearing will be adjourned, and no award will be made. If either the lawyer or the client dies or becomes incompetent after the close of the hearing but prior to a decision, the decision rendered will be binding on the heirs, administrators, or executors of the deceased and on the estate or guardian of the person who became incompetent.

23. Enforcement: Any award may be enforced by the Superior Court of the District of Columbia and any other court having jurisdiction.

(a) If and to the extent that the award determines that the lawyer is not entitled to any portion of the disputed fee, service of a copy of the award on the lawyer shall terminate all claims and interest of the lawyer against the client with respect to the disputed fee and shall terminate all rights of the lawyer to retain possession of any records, documents, or property of the client pertaining to the disputed fee.

(b) If and to the extent that the award determines that the lawyer is entitled to any portion of the disputed fee, payment of that amount by the client shall constitute a complete satisfaction of all claims and interest of the client with respect to the disputed fee and shall terminate all rights of the lawyer to retain possession of any records, documents, or property of the client pertaining to the disputed fee.

(c) If and to the extent that the award determines that the lawyer must make a refund of any portion of the disputed fee, payment of that amount to the client shall constitute a complete satisfaction of all claims and interest of the client with respect to the disputed fee and service of a copy of the award on the lawyer shall terminate all rights of the lawyer to return possession of any records, documents or property of the client with respect to the disputed fee.

24. Subsequent proceedings: No ACAB arbitrator, member, or staff person may be subpoenaed as a witness in any parallel or subsequent proceeding about any dispute submitted to

the ACAB for arbitration. No records or documents of the ACAB may be subpoenaed for any subsequent enforcement proceeding arising out of any dispute arbitrated by the ACAB. The award issued in any ACAB arbitration is a public document; certified copies are available upon request.

25. Retention of records: The ACAB shall maintain all fee arbitration files for a period of three years from the date a decision is issued. Thereafter, the ACAB may retain or dispose of such documents at its sole discretion.

26. Accessibility and disability: It is the intent of the D.C. Bar to provide accessibility to services, programs and activities offered by the D.C. Bar to any qualified applicant, member, or participant with a disability, upon reasonable notice and without requiring action which would result in a fundamental alteration in the nature of a service, program or activity or in undue financial or administrative burden. To make arrangements for an accommodation, please contact the ACAB.

27. Other information: Copies of the sections of the District of Columbia Code that govern arbitration proceedings, the District of Columbia Rules of Professional Conduct and other information about the ACAB arbitration process are available at the D.C. Bar. The District of Columbia Rules of Professional Conduct and Legal Ethics Opinions may also be obtained from the D.C. Bar's Web site at www.dcbar.org/ethics