

ATTORNEY-CLIENT RELATIONS COMMITTEE VOLUNTARY FEE DISPUTE PROGRAM

PLEASE READ CAREFULLY AS OUR PROGRAM IS VOLUNTARY, LIMITED IN SCOPE AND THEREFORE WE ARE UNABLE TO GUARANTEE OUTCOME. YOU MUST DATE AND INITIAL THIS DOCUMENT AND FORWARD THIS WITH YOUR PETITION.

Jurisdiction

- Our program is **voluntary, not mandatory**, therefore if the respondent attorney chooses not to participate in mediation/arbitration we will have no choice but to close the file.
- Client should review his/her retainer or client fee agreement to ascertain whether there is a 'third party' named in the agreement for resolving disputes; usually found on either the 4th or 5th pages of the agreement. If there is a 'named' third party the HSBA is precluded from assisting the parties in this instance.
- The program fee dispute program is an OPTION parties may choose to resolve their fee dispute.
- Our rules limit the types of disputes; we do not accept third party fee disputes i.e., Association Lawyer's Fees, or fees determined by the Courts or Workers Compensation, Department of Labor statute and/ or other statute determined fees.
- Certain disputes are also unacceptable, such as those with ethical and or malpractice claims. For clarification you may contact the HSBA Fee Dispute Administrator Evelyn Gomez at iris@hsba.org; or call the 537-1868 between 8 a.m-4:30 p.m., weekdays, before submitting the petition.

Review & Acceptance

- Workload of HSBA staff, and volunteer panel members will determine the length of time to both review, process petition for acceptance into the program, as well as subsequent mediation/arbitration.
- If after review, the petition is accepted; the petition will be forwarded to the respondent attorney for response; if the attorneys response is in the affirmative he/she will forward a non-refundable administrative fee of either \$100 or \$150 respectively for mediation or arbitration for further follow through.

Mediation/Arbitration

- If either of the parties are not on Oahu, there is no need for a 'face to face' meeting, however, **parties will need to be available by phone** or email and be prepared to communicate with mediator/arbitrator at a time and date indicated. Parties will be responsible for their own expenses to facilitate communications.
- The service the HSBA provides will be limited to rendering a decision in the case of an Arbitration or reasonably assisting the parties through Mediation; however the mediator will not 'force' parties to a resolution. The HSBA will **not 'collect' or enforce arbitration award** through a court proceeding.

PROCESS

- Client fills out petition and returns to HSBA for review.
- The review time is subject to workload of HSBA and the Chairs of Committee
- Upon review and acceptance of petition it is forwarded to attorney for review & comment
- The HSBA gives the attorney 15 days to respond to petition. Upon the receipt of an affirmative response we will locate a panel member to assist parties.
- HSBA contacts a panel member/Panel member subsequently checks for conflicts/if none
- Parties are notified of designated panel member
- Panel member contacts parties to set up meeting and follow-through.

- In case of an **arbitration**, the Hawaii State Bar Association’s panel member will render his/her decision based on evidence provided, however the arbitrator does not have duty or jurisdiction to ‘collect’ on the arbitration award for the prevailing party or nor file documents in court to obtain such.
- With regards to **mediation**, though the panel member mediator will be assisting, the mindset of the parties going into mediation will not be to prove who is right and wrong ; rather for the parties to ‘come to a place’ OR ‘middle ground’ where they are willing to ‘cut losses and compromise’ in order to ‘move forward’ to a resolution. Therefore, the parties are responsible for their own resolution and in cases where the ‘parties’ are unable to resolve their issues; or see ‘eye to eye’ on their issues, neither the HSBA nor the panel member will be responsible for the unsuccessful mediation.
- We hope this clarifies the limitation and scope of our program. For further questions, please contact the Fee Dispute Administrator by emailing to Iris@hsba.org; or call the 537-1868. Thank you.

- *The petitioner shall submit one original and one copy of the petition to the HSBA.*
- *Should the petitioner wish to have the petition submitted returned at the conclusion of the fee dispute process , the petitioner may contact the HSBA to make arrangements for pick up; please note there is no public parking at the Alakea Corporate Twr building which houses the HSBA.*

HSBA FEE DISPUTE PROGRAM * Alakea Corporate Twr
 1100 Alakea Street, Ste. 1000,
 Honolulu, Hi 96813
 PHONE-808-537-1868 OR EMAIL TO EGOMEZ@HSBA.ORG

PLEASE INITIAL AND DATE INDICATING YOU UNDERSTAND THE SCOPE AND LIMITATIONS OF OUR PROGRAM.

DATE _____ INITIAL _____

*PLEASE NOTE THERE IS NO PUBLIC PARKING AVAILABLE AT OUR OFFICE BUILDING