

Garden State CLE Presents:



Legal Fees & The Arbitration Process

Instructors:



**Paul M. Donini,
Attorney-at-Law**



**Robert Ramsey,
Author**

Lesson Plan

Part I – Reasonableness of Legal Fees



a.) RPC 1.5 Fees

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

- (1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;**
- (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;**
- (3) The fee customarily charged in the locality for similar legal services;**
- (4) The amount involved and the results obtained;**
- (5) The time limitations imposed by the client or by the circumstances;**
- (6) The nature and length of the professional relationship with the client;**
- (7) The experience, reputation, and ability of the lawyer or lawyers performing the services;**
- (8) Whether the fee is fixed or contingent.**

(b) When the lawyer has not regularly represented the client, the basis or rate of the fee shall be communicated in writing to the client before or within a reasonable time after commencing the representation.

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by law or by these rules. A contingent fee agreement shall be in writing and shall state 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, litigation and other expenses to be deducted from the recovery, and whether such expenses are to be deducted before or after the contingent fee is calculated. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written 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.

(d) A lawyer shall not enter into an arrangement for, charge, or collect:

(1) any fee in a domestic relations matter, the payment or amount of which is contingent upon the securing of a divorce or upon the amount of alimony or support, or property settlement in lieu thereof; or

(2) a contingent fee for representing a defendant in a criminal case.



(e) Except as otherwise provided by the Court Rules, a division of fee between lawyers who are not in the same firm may be made only if:

- (1) The division is in proportion to the services performed by each lawyer, or, by written agreement with the client, each lawyer assumes joint responsibility for the representation; and**
- (2) The client is notified of the fee division; and**
- (3) The client consents to the participation of all the lawyers involved; and**
- (4) The total fee is reasonable.**



b.) Contingent Fees – Rule 1:21-7

1:21-7. Contingent Fees

(a) As used in this rule the term “contingent fee arrangement” means an agreement for legal services of an attorney or attorneys, including any associated or forwarding counsel, under which compensation, contingent in whole or in part upon the successful accomplishment or disposition of the subject matter of the agreement, is to be in an amount which either is fixed or is to be determined under a formula.

(b) An attorney shall not enter into a contingent fee arrangement without first having advised the client of the right and afforded the client an opportunity to retain the attorney under an arrangement for compensation on the basis of the reasonable value of the services.



(c) In any matter where a client's claim for damages is based upon the alleged tortious conduct of another, including products liability claims and claims among family members that are subject to Part V of these Rules but excluding statutorily based discrimination and employment claims, and the client is not a subrogee, an attorney shall not contract for, charge, or collect a contingent fee in excess of the following limits:

- (1) 33 1/3 % on the first \$750,000 recovered;**
- (2) 30% on the next \$750,000 recovered;**
- (3) 25% on the next \$750,000 recovered;**
- (4) 20% on the next \$750,000 recovered; and**

(5) on all amounts recovered in excess of the above by application for reasonable fee in accordance with the provisions of paragraph (f) hereof; and

(6) where the amount recovered is for the benefit of a client who was a minor or mentally incapacitated when the contingent fee arrangement was made, the foregoing limits shall apply, except that the fee on any amount recovered by settlement before empanelling of the jury or, in a bench trial, the earlier to occur of plaintiff's opening statement or the commencement of testimony of the first witness, shall not exceed 25%.

(f) If at the conclusion of a matter an attorney considers the fee permitted by paragraph (c) to be inadequate, an application on written notice to the client may be made to the Assignment Judge or the designee of the Assignment Judge for the hearing and determining of a reasonable fee in light of all the circumstances. This rule shall not preclude the exercise of a client's existing right to a court review of the reasonableness of an attorney's fee.



c.) Fees in matrimonial cases – Rule 5:3-5

5:3-5. Attorney Fees and Retainer Agreements in Civil Family Actions; Withdrawal

(a) Retainer Agreements. Except where no fee is to be charged, every agreement for legal services to be rendered in a civil family action shall be in writing signed by the attorney and the client, and an executed copy of the agreement shall be delivered to the client. The agreement shall have annexed thereto the Statement of Client Rights and Responsibilities in Civil Family Actions in the form appearing in Appendix XVIII of these rules and shall include the following:

- (1) A description of legal services anticipated to be rendered;**
- (2) A description of the legal services not encompassed by the agreement, such as real estate transactions, municipal court appearances, tort claims, appeals, and domestic violence proceedings;**
- (3) The method by which the fee will be computed;**
- (4) The amount of the initial retainer and how it will be applied;**
- (5) When bills are to be rendered, which shall be no less frequently than once every ninety days, provided that services have been rendered during that period; when payment is to be made; whether interest is to be charged, provided, however, that the running of interest shall not commence prior to thirty days following the rendering of the bill; and whether and in what manner the initial retainer is required to be replenished;**



(6) The name of the attorney having primary responsibility for the client's representation and that attorney's hourly rate; the hourly rates of all other attorneys who may provide legal services; whether rate increases are agreed to, and, if so, the frequency and notice thereof required to be given to the client;

(7) A statement of the expenses and disbursements for which the client is responsible and how they will be billed;

(8) The effect of counsel fees awarded on application to the court pursuant to paragraph (c) of this rule;

(9) The right of the attorney to withdraw from the representation, pursuant to paragraph (e) of this rule, if the client does not comply with the agreement; and

(10) The availability of Complementary Dispute Resolution (CDR) programs including but not limited to mediation and arbitration.

(b) Limitations on Retainer Agreements. During the period of the representation, an attorney shall not take or hold a security interest, mortgage, or other lien on the client's property interests to assure payment of the fee. This Rule shall not, however, prohibit an attorney from taking a security interest in the property of a former client after the conclusion of the matter for which the attorney was retained, provided the requirements of [R.P.C. 1.8\(a\)](#) shall have been satisfied. Nor shall the retainer agreement include a provision for a non-refundable retainer. Contingent fees pursuant to R. 1:21-7 shall only be permitted as to claims based on the tortious conduct of another, and if compensation is contingent, in whole or in part, there shall be a separate contingent fee arrangement complying with R. 1:21-7. No services rendered in connection with the contingent fee representation shall be billed under the retainer agreement required by paragraph (a) of this rule, nor shall any such services be eligible for an award of fees pursuant to paragraph (c) of this rule.

d.) Pre-action notice to clients – NJSA 2A:13-6

(Rule 1:20A-6)

Recovery of fees and disbursements

Every attorney and counsellor may commence and maintain an action for the recovery of reasonable fees, charges or disbursements against his client or his legal representative, provided he shall have first delivered to the client or his legal representative or left for him at his dwelling house or usual place of abode with some competent member of his family of the age of 14 years or over then residing therein, a copy of his bill of fees, charges and disbursements or shall forward a copy of same, by certified or registered mail, in a sealed envelope with proper postage prepaid and return receipt requested, to the client or his legal representative at his last known address.



Part II – The Fee arbitration process

a.) Seminal decision: Application of LiVolsi, 85 NJ 576 (1981)

This case involves challenges to the constitutionality and desirability of the Fee Arbitration Committees (Committees) established by this Court in R.1:20A pursuant to our constitutional authority to regulate the practice of law. The Rule's purpose was to provide a satisfactory mechanism for the resolution of fee disputes between attorneys and their clients. As presently constituted, a Committee must arbitrate fee disputes upon a client's request (whether the lawyer consents or not), or upon a lawyer's request if the client consents. R.1:20A-3(a). The Committee's determination is binding on both client and attorney, and is unappealable. R.1:20A-3(a)(c)(d). The procedures of the Committee are essentially the same as those of District Ethics Committees. R.1:20A-3(b).

Petitioner LiVolsi and amicus New Jersey State Bar Association (Association) contend that R.1:20A is unconstitutional for four reasons: that promulgation of R.1:20A is beyond the Supreme Court's authority under [N.J.Const. \(1947\), Art. VI, s II, par. 3](#); that it denies lawyers equal protection of the laws; that it denies attorneys the right to trial by jury guaranteed by the New Jersey Constitution; and that the unappealability of Committee determinations violates both the due process clause of the Fourteenth Amendment and the New Jersey Constitution. We reject these contentions and uphold the validity of R.1:20A. We also reject the Association's argument that the compulsory nature of Committee arbitrations is undesirable and reaffirm our commitment to R.1:20A.



[F]orcing clients to go to court to resolve attorney fee disputes places a heavy burden on the clients.... Clients, especially those of limited income, often find it very difficult to procure another attorney to represent them in fee disputes. Also, if a client were forced to give the attorney a retainer that eventually proved to be unreasonably high, the client might not be able to afford the delay of another trial before being reimbursed.... [I]mposing these burdens on clients causes “immeasurable” harm to the relationship between the Bar and the public.

Though the matters which come to fee arbitration represent a very small proportion of the total number of fee relationships, they are among the most visible matters to a public greatly concerned about how the judicial system deals with attorney-client disputes. Our success in establishing a fair fee arbitration system will do much to assure the public of the fairness of the judicial system as a whole, and thereby increase the public confidence that is so necessary for that system to operate effectively.



b.) Client Procedures from the OAE for Fee Arbitration

1.) Introduction - New Jersey attorneys are required to provide new clients with either (1) a written fee agreement or (2) a letter summarizing the fee arrangement. This must be done when, or shortly after, the attorney first accepts the case. Even if you have been regularly represented by the attorney in the past, you should discuss at the initial conference any questions regarding the fees which the attorney may charge you over the course of the representation, so that there will be a clear understanding by both you and the attorney

- 1. the services you are hiring the attorney to perform
- 2. how much the attorney will charge you to perform those services and to pay related costs.

Despite agreements and discussions about fees, issues may arise about the size of the attorney's bill. Fee disputes, like any disagreement over the value of services, may be resolved by a lawsuit.

As an alternative to such a lawsuit, the Supreme Court of New Jersey has established the fee arbitration process as a low-cost and efficient method to resolve such disputes. District fee arbitration committees throughout New Jersey are maintained by volunteers, with the goal of resolving, through binding arbitration, disputes over attorney fees. Fee arbitration is impartial and inexpensive, and the arbitration process is typically resolved more quickly than a court case. The fee arbitration process may be less stressful for all involved, since it is less formal and designed to bring matters towards their conclusion in a straightforward, time-saving, and efficient way.

What should you do if your attorney's bill seems unreasonable? As a first step, ask your attorney to explain why the bill is higher than you expected. You may find out the case was more complicated and took more time than you may have expected, or that the costs of the representation were more than anticipated. Alternatively, the attorney may agree that the bill should be adjusted.

2.) Commencing Fee Arbitration

If discussion does not resolve the issues you raise about the attorney's bill, you may either seek relief from a Court (which would include the filing of a lawsuit), or commence fee arbitration.



An attorney must send you formal notice of your right to seek fee arbitration before the attorney may file a lawsuit to recover a fee. In that notice, the attorney is also required to list the name, address and phone number of the district fee secretary, and to advise you that you have 30 days within which to file the Fee Arbitration Request Form with the district fee secretary. The attorney must wait 30 days from the date of notice before filing the lawsuit. In most cases, if you promptly choose to take your dispute to arbitration, the attorney must arbitrate. If you do not take steps to file the Attorney Fee Arbitration Request Form within 30 days of receiving pre-action notice from the attorney, you lose your right to seek relief through the fee arbitration system.

Forms and Links: If you have Acrobat Reader, you may print a [Request for Fee Arbitration Form](#) (to be filled out by the client to commence fee arbitration) or an [Attorney Fee Response Form](#) (to be used by Attorneys to file a response to a client's Request Form). Send the original and five (5) copies to the [district secretary](#) whose office is in the county in where the attorney practices law.

Call the [district secretary](#) with any questions about the process, or call the **Statewide Fee Arbitration Coordinator** at [609-403-7800](tel:609-403-7800) ext.34120.

3.) How to File

Submit the Request Form (+ 5 additional copies with the filing fee)

The six sets of the Attorney Fee Arbitration Request Forms (the original and 5 copies of **all** forms, including attachments) **MUST** be accompanied by a **non-refundable** \$50 administrative filing fee. The check must be made payable to the “**Disciplinary Oversight Committee.**” When the attorney thereafter submits the Attorney Fee Response Form, the attorney must also submit the original and five copies, along with the \$50 filing fee. Both parties are required to pay the filing fee. If for any reason you are unable to pay the filing fee, you should call the Fee Arbitration Unit in the Office of Attorney Ethics [609-403-7800 x34120](tel:609-403-7800) to be provided with a separate form to fill out (an [indigency form](#)) to have the filing fee waived.

The Request for Fee Arbitration **will not be docketed** (formally listed as a proceeding) by the district fee secretary until the secretary receives the \$50 check from the client, or until the indigency form has been received, reviewed and the fee waiver granted. If the check is not received within a short period of time, or if the check bounces, the Court Rules specify that the client's claim must be dismissed with prejudice. If the attorney fails to send in the \$50 check with the Response form within the time limits, the attorney may be barred from participation in the case. An attorney barred from participating will nonetheless be bound by the results of the arbitration.



Please note that the case may be assigned a file number by the Office of Attorney Ethics, while the paperwork is being processed, so that the case documents may be scanned and entered into the database maintained by that office of all matters submitted for fee arbitration. The district secretaries, after reviewing the submissions, have the final authority under Court Rules to determine questions about jurisdiction and whether the case should be formally docketed.

4.) Binding Arbitration

Once the client chooses to pursue fee arbitration by signing the binding arbitration form, the client has thirty days within which to withdraw the request. Thereafter, the client will be bound by the fee committee's jurisdiction. The attorney is also bound by the proceeding. Nonetheless, if, at any time, **both** the client and attorney reach agreement for the dismissal of the fee arbitration, then the matter may be dismissed. **Once the client requests fee arbitration, both the attorney and the client agree to comply with the decision of the fee arbitration committee, and they are each bound by the results of the proceeding.**



5.) Jurisdiction of the Fee Arbitration Committees

The fee arbitration procedure is not available in every case. For example:

- Cases over 6 years old. Fee committees do not have jurisdiction to determine cases in which six years have passed since the attorney services were last rendered;
- Cases with fees greater than \$100,000. Fee committee may, in its discretion, decline to arbitrate a fee in which the total legal fee (not including costs) exceeds \$100,000.
- Cases in which the fee has been set by a court. Fees in some kinds of cases, such as worker's compensation cases, are determined by the court and are not subject to fee arbitration.

- Cases in which others have an interest. Fee committee may decline to arbitrate disputes in which persons who are not parties to the arbitration have an interest that would be substantially affected by the arbitration, such as where someone other than the client will have to make payment on a fee award.
- Cases raising substantial legal questions. When the primary issues in dispute raise substantial legal questions, in addition to the basic fee dispute (such as claims of legal malpractice), the fee committee may decline to hear the case. In such situations, you would still have a right later to file a lawsuit for legal malpractice. See R. 1:20A-2(c).
- Cases in which the client failed to timely request Fee Arbitration. Finally, if the attorney gives you proper, written notice of your right to select fee arbitration, but you fail to secure and file the appropriate form within 30 days of receiving notice, the fee committee must decline to accept the matter.

While fee committees do not have the authority to award you money damages for legal malpractice, they are required to determine whether the fee charged was reasonable. In assessing whether the fee was reasonable, the hearing panel must consider the factors specified under Rule of Professional Conduct 1.5(a).

6.) The Attorney's Response and the Attorney's Burden of Proof

The Court Rules specify the time periods allowed for the attorney to submit the Attorney Fee Response, along with the check for the \$50 filing fee, after the attorney receives from the district fee secretary the client's Attorney Fee Arbitration Request Form. The attorney must return six copies of the form for filing with the fee secretary, and send an additional copy to the client. If the attorney fails to submit the response or the available supporting documentation within the allowed time limits, the attorney may be barred from further participation in the proceeding or from offering evidence at the hearing.

The **burden of proof** to demonstrate the nature of the fee agreement and the reasonableness of the fee is on the attorney. All basic documentation necessary to carry this burden should be submitted with the Attorney Fee Response. This documentation includes:

1. a copy of the written fee agreement;
2. all correspondence confirming or explaining the fee arrangement;
3. the attorney's time records;
4. all interim bills and the final bill, including costs; and
5. a statement of all amounts paid on account.



Prior to the hearing, neither the client nor the attorney has the right to make formal inquiries (to demand discovery) or to take depositions. If the attorney believes that any other attorney or member of a law firm is responsible for, or entitled to, any portion of the fee, it is the attorney's responsibility to see to it that that attorney or firm is made a party to the arbitration proceeding, and the attorney must notify the [district secretary](#) and follow the procedures set forth in the Court Rules. See R. 1:20A-3.

7.) Who are the Arbitrators?

Since 1979, fee arbitration committees have been composed of both attorneys and public members who volunteer their time. Most fee arbitration cases are heard before panels of three members, composed of two attorneys and one public member (or three attorneys, if a public member is unavailable). If the total amount of the fee charged is less than \$3,000, the hearing may be held before a single attorney member of the fee committee. All fee committee members are volunteers who have been directly appointed by the Supreme Court of New Jersey to serve without compensation.

8.) Hearing and Determination

After the attorney files the Attorney Fee Response, the committee will schedule a hearing with at least 10 days' notice to the parties. Arbitration hearings are private and formal; however, they do not require observance of strict courtroom procedure and evidence rules. Ordinarily, both the client and the attorney appear at the hearing without legal representation. In other words, you do **not** have to hire another attorney to assist you in the fee arbitration proceeding. You may do so if you choose, nonetheless.

Only the parties and witnesses may attend fee hearings, so if you will need the assistance of any other person (for example, a translator or interpreter), you must ask the [district secretary](#) in advance, no later than when you receive the hearing notice.

All witnesses have to swear or affirm to tell the truth. The proceedings will typically not be recorded. Be aware that, when you are given notice of the time, date and place for the arbitration hearing, it is **your obligation** to contact all of your witnesses and to insure their appearance at the hearing. If the witness is important and will not appear voluntarily, you may ask the fee secretary to issue a subpoena. You may also compel the production of documents through subpoenas. You are responsible for personally serving any subpoenas you request. If you are asking for a subpoena to be issued, you should make that request in writing to the district fee secretary no later than when you receive the hearing notice.

Any documents on which either party will rely at the hearing should be submitted **in advance** of the hearing (typically as attachments to the Request form or the Attorney Response, and provided to the adverse party). The parties should also bring to the hearing all of those materials, such as all letters, documents or records in any form which either party may ask the hearing panel to consider. The hearing panel or single arbitrator must decide the matter promptly. Except in unusual cases, the Arbitration Determination will be decided within 30 days following conclusion of the hearing. The parties will receive the written Arbitration Determination by mail from the district fee secretary.

9.) Limited Right to Appeal

The amount of the fee as determined by the fee committee is binding on both parties and it is final. There is no unconditional right to appeal any Arbitration Determination. The Court Rules specify the following as the limited grounds for appeal:

1. Conflict of interest of a panel member;
2. Failure of the fee committee substantially to comply with mandatory procedural requirements, or substantial procedural unfairness which led to an unjust result;
3. Actual fraud on the part of any member of the fee committee; or
4. Gross and obvious mistake of law by the fee committee.

This limited appeal may be taken *within 21 days after receipt* of the fee committee's written Arbitration Determination. The appeal forms may be obtained from the Disciplinary Review Board (the "**DRB**") at Richard J. Hughes Justice Complex, P.O. Box 962, Trenton, New Jersey 08625, or download the appeal form from the [DRB - Frequently Requested Information](#) page. The appeal form, properly completed, must be returned to the DRB **within 21 days**. The timely filing of a Notice of Appeal automatically stops the collection of any judgment obtained based upon the fee committee's Arbitration Determination. All limited appeals are considered by the DRB on the written record. **The decision of the DRB on any appeal is final.**

Absent compelling reasons, the Board will not consider untimely requests for, or returns of, Notice of Appeal forms

10.) Enforcement of Fee Award

If the Arbitration Determination directs that the attorney must pay a specified sum to the client, the attorney is **required** to make such payment within 30 days of receipt of the Arbitration Determination (unless the matter is on appeal). Without a hearing being conducted, the parties may also reach agreement by Stipulation of Settlement to resolve the fee dispute. In either case, if the attorney fails to make the payment that is owed to the client, the client should contact the Office of Attorney Ethics [609-403-7800 ext.34120](tel:609-403-7800), which is empowered to file a motion with the DRB seeking a recommendation that the attorney be suspended from the practice of law until the attorney complies with the fee determination.

After the same 30-day period within which payment must be made, or after the appeal has been decided by the DRB, the parties may also seek to have the Arbitration Determination entered as a judgment by a Court, by following the procedures specified by Court Rules 1:20A-3(e) and 4:67. **But neither party may re-litigate the matter.**

11.) District Fee Arbitration Secretaries

By Supreme Court rule, fee proceedings must be conducted in the district where the attorney maintains an office for practice. There are 17 district fee secretaries.

12.) Confidentiality

Fee arbitration proceedings are confidential, and the Court Rules spell out the restrictions on disclosure of the proceedings. See R. 1:20A-2(c)(2)(B) and R. 1:20A-5. **Under Court Rules, once you file for fee arbitration, you are required thereafter to keep all communications and records regarding the fee matter confidential.** You may not breach this confidentiality by disclosing your fee dispute to persons other than members of the fee arbitration system, except to discuss the case with other witnesses or to consult an attorney.

c.) Fee Arbitration – Rules of Court – Rule 1:20A-1 et seq.

1.) 1:20A-1. Appointment and Organization

(a) Fee Arbitration Districts. The Supreme Court shall establish, and may from time to time alter, fee arbitration districts consisting of defined geographical areas and shall appoint in each district a District Fee Arbitration Committee which shall consist of such number of members, not fewer than 8, as the Court may determine, at least 4 of whom shall be attorneys of this state and at least 2 of whom shall not be attorneys. Any person appointed shall either reside or work in the district or county in which the district is located.

(b) Appointments. Members of Fee Committees shall be appointed by and shall serve a term of 4 years. A member who has served a full term shall not be eligible for reappointment to a successive term but a member appointed to fill an unexpired term shall be eligible for reappointment to a full successive term. A member serving in connection with a proceeding in which testimony has begun at the time the member's term expires shall continue in such matter until its conclusion and the filing of an arbitration determination or stipulation of settlement unless relieved by the Supreme Court. In order that, as nearly as possible, the terms of one-quarter of the members shall expire each year, the Supreme Court may, when establishing a new fee committee, appoint members for terms of less than 4 years and members so appointed shall be eligible for reappointment to a full successive term.

(c) Officers; Organization. The Supreme Court shall annually designate a member of each Fee Committee to serve as chair and another member to serve as vice chair. When the chair is absent or unable to act or is disqualified from acting due to a conflict, the vice chair shall perform the duties of the chair. Each Fee Committee shall hold an organization meeting in September of each year and shall meet regularly, except when there is no business to be conducted. The Fee Committee shall also meet at the call of the Supreme Court, the Chair, the Board or the Director.



The Director shall, after consultation with the chair, appoint a secretary who shall not be a member of the Fee Committee but who shall be a member of the bar maintaining an office in the district or county in which the district is located. The secretary shall serve at the pleasure of the Director and be paid an amount annually set by the Supreme Court to reimburse the secretary for costs and expenses. The secretary shall keep full and complete records of all Fee Committee proceedings, shall maintain files with respect to all fee disputes received, shall transmit copies of all documents filed immediately on receipt thereof to the Director, and shall promptly notify the Director of each final disposition. Reports with respect to the work of the Fee Committee shall be filed by the secretary with the Director, as instructed by the Director.

(d) Office. Each Fee Committee shall receive fee dispute inquiries at the office of its secretary and at such additional places as shall be designated by the Director.

(e) Filing; Transfer. Unless specifically directed to the contrary by the Board or by the Director, a fee committee shall not act on fee arbitration requests involving an attorney who does not maintain an office within the district but shall refer that information to the Director for appropriate referral. A fee committee shall not render advisory opinions. On request of a fee committee or sua sponte, the Director may transfer any matter to another fee committee and may, on direction of the Supreme Court or sua sponte, supersede the functions of a fee committee.



2.) 1:20A-2. Jurisdiction

(a) Generally. Each Fee Committee shall, pursuant to these rules, have jurisdiction to arbitrate fee disputes between clients and attorneys, including *pro hac vice* attorneys, multijurisdictional practitioners, and Foreign Legal Consultants. Fee Committees shall also have jurisdiction to arbitrate disputes in which a person other than the client is legally bound to pay for the legal services, except that Fee Committees shall not have jurisdiction of such cases if the obligation arises out of the settlement of a legal action. A fee arbitration determination is final and binding upon the parties except as provided by [R. 1:20A-3\(c\)](#).

(b) Discretionary Jurisdiction. A Fee Committee may, in its discretion, decline to arbitrate fee disputes:

- (1) In which persons who are not parties to the arbitration have an interest that would be substantially affected by the arbitration;**
- (2) In which the primary issues in dispute raise substantial legal questions in addition to the basic fee dispute;**
- (3) In which the total fee charged exceeds \$100,000, excluding out-of-pocket costs and disbursements;**
- (4) Involving multijurisdictional practitioners where it appears that substantial services involving the practice of law in New Jersey have not been rendered in the matter.**

(c) Absence of Jurisdiction. A Fee Committee shall not have jurisdiction to decide:

- (1) A fee which is allowed or allowable as of right by a court or agency pursuant to any applicable rule or statute.**
- (2) Claims for monetary damages resulting from legal malpractice, although a fee committee may consider the quality of services rendered in assessing the reasonableness of the fee pursuant to [RPC 1.5](#).**

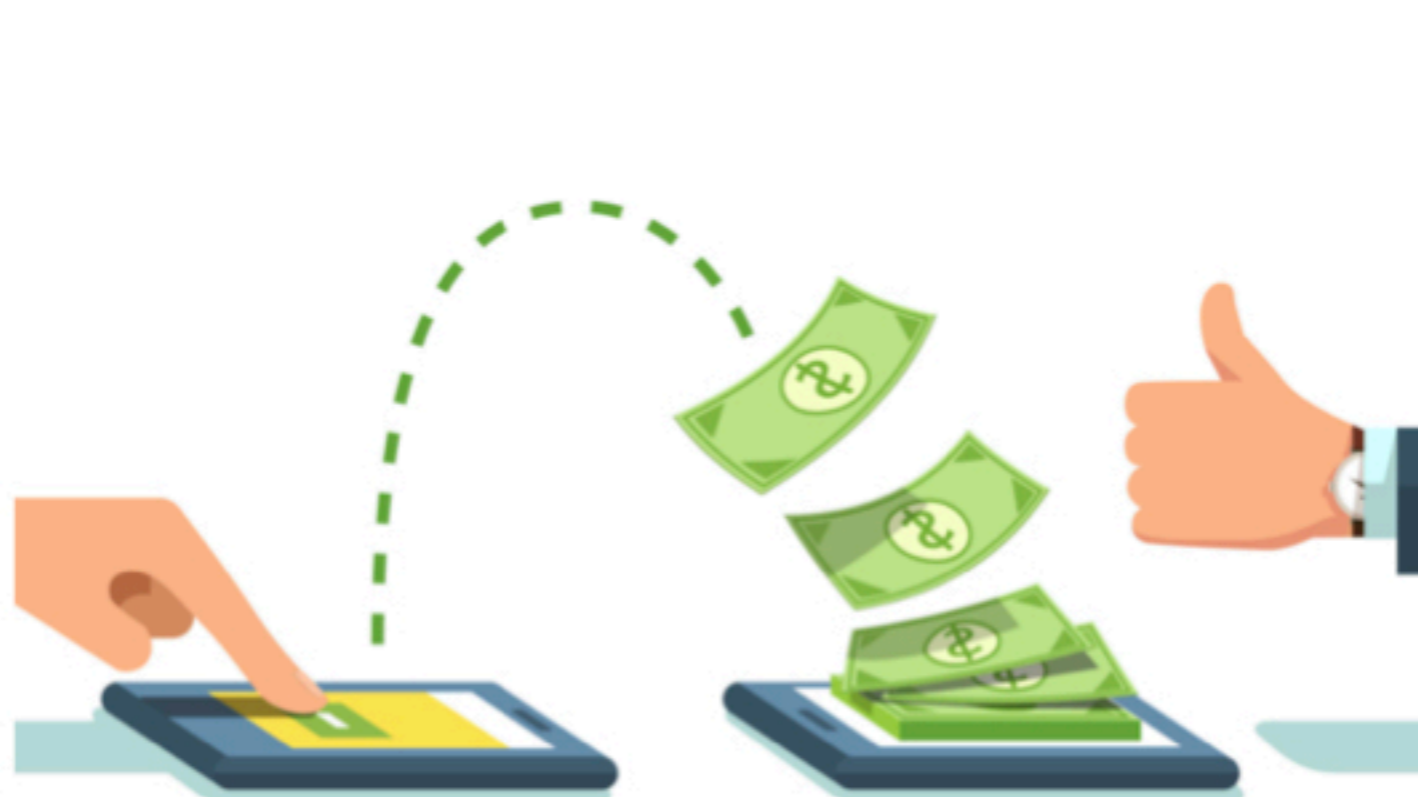
(A) Submission of a matter to fee arbitration shall not bar the client from filing an action in a court of competent jurisdiction for legal malpractice.

(B) No submission, testimony, decision or settlement made in connection with a fee arbitration proceeding shall be admissible evidence in a legal malpractice action.

(3) A fee for legal services rendered by the Office of the Public Defender, pursuant to [N.J.S.A. 2A:158A-1 et seq.](#); and

(4) a fee in which no attorney's services have been rendered for more than six years from the last date services were rendered.

(d) Procedure for Determining Jurisdiction. All questions of jurisdiction shall be resolved initially by the secretary or, if a hearing panel has already been appointed, by the panel chair.



3.) 1:20A-3. Arbitration

(a) Submission.

(1) *Request Form.* A fee dispute shall be arbitrated only on the written request of a client or a third party defined by [Rule 1:20A-2](#). Fee committees shall have authority to consider such a request whether or not the attorney has already received the fee in dispute and regardless of whether the attorney has been suspended, resigned, disbarred or transferred to disability inactive status since the fee was incurred. All requests for fee arbitration shall be made on forms approved by the Director, and a copy of each request so filed shall be promptly transmitted to the Office of Attorney Ethics. The filing of a Fee Arbitration Request Form with the secretary shall constitute a stay of all pending court actions for the collection of the fee. The secretary shall notify the appropriate court clerk when any pending proceeding is stayed by this rule.

(2) *Administrative Filing Fee.* All requests for arbitration and all attorney responses must be accompanied by a non-refundable administrative filing fee of \$50. Filing fees shall be paid only by check or money order payable to “Disciplinary Oversight Committee.”

(i) *Non-Payment.* If the party making the fee arbitration request fails to submit the filing fee, the secretary shall not docket the matter and shall so inform the parties, who shall have no more than twenty days from the date of notification in writing to correct the deficiency. If the attorney fails to submit the fee, the secretary shall inform the attorney that unless payment is made within twenty days from the date the attorney is notified in writing, the attorney shall be barred from further participation, and the matter will proceed uncontested.

(ii) *Dishonored Instruments.* If a negotiable instrument submitted by a party is returned unpaid for any reason, the matter shall be stayed pending the resubmission of a certified or cashier's check in double the amount of the original filing fee within twenty days of the date the party is notified in writing by the secretary of the return. Failure of the party filing the fee request to make a timely resubmission shall result in dismissal of the matter with prejudice. If a resubmitted instrument is returned unpaid for any reason, the matter shall be dismissed with prejudice. Failure of a responding attorney to make a timely resubmission shall be a bar to the attorney's further participation, and the fee arbitration shall proceed uncontested.

(b) Procedure.

(1) *Hearing Panel; Burden of Proof.* All arbitration proceedings shall be heard before a hearing panel of at least three (3) members of the fee committee, a majority of whom shall be attorneys, except that in all cases in which the amount of the total fee charged is less than \$3,000, the hearing may be held before a single attorney member at the direction of the chair. A quorum for the hearing of any matter in which the fee charged is \$3,000 or more shall consist of at least three (3) members of the fee committee. The determination of a matter shall be made by a majority of the membership sitting on the hearing panel, provided a quorum is present. When by reason of absence, disability, or disqualification the number of members of the panel able to act is fewer than a quorum, with the consent of the client and the attorney the hearing may proceed before two members of the panel. The secretary of the Fee Committee shall not be eligible to sit on any hearing panel. The determination of a matter shall be made in accordance with [R.P.C. 1.5](#). The burden of proof shall be on the attorney to prove the reasonableness of the fee in accordance with [R.P.C. 1.5](#) by a preponderance of the evidence. Within thirty (30) days after the docketing of a request for fee arbitration a client may, in writing, notify the secretary of a withdrawal from the proceeding; thereafter a client shall have no right of withdrawal. After a matter has been withdrawn by the client, the client shall not be permitted to resubmit it to fee arbitration.

(2) *Notice; Attorney Response.* The Fee Committee shall notify the parties at least 10 days in advance, in writing, of the time and place of hearing, and shall have the power, at a party's request and for good cause shown, or on its own motion, to compel the attendance of witnesses and the production of documents by the issuance of subpoenas in accordance with [R. 1:20-7\(i\)](#). All parties shall promptly report changes of address to the secretary of the Fee Committee, the hearing panel chair or single member arbitrator, and other parties. All service on attorneys required by fee arbitration rules shall be made in accordance with [Rule 1:20-7\(h\)](#), except that service by mail may be made by regular mail, unless the letter will result in barring an attorney from further participation or unless the attorney updates an address as stated above in which event service will be made at that address. Service on non-attorney parties shall be made at their last known address by regular mail, unless the address has been updated as stated above, in which event it shall be sent to the updated address.

The secretary of the Fee Committee shall serve on the attorney a copy of the client's written request for fee arbitration, and any supplemental documentation supplied to the panel; the secretary shall also forward to the attorney for completion an Attorney Fee Response form in a form approved by the Director. The secretary shall also serve a copy of the client's request for fee arbitration and an Attorney Fee Response on the law firm, if any, of which the original attorney is a member. The attorney shall specifically set forth in the Attorney Fee Response the name of any other third party attorney or law firm which the original attorney claims is liable for all or a part of the client's claim.

The attorney shall file with the secretary the completed Attorney Fee Response, together with any supplemental documentation, within 20 days of receipt of the client's written request for fee arbitration; the attorney shall certify that a true copy of the Attorney Fee Response has been served on the client. Failure to file the Attorney Fee Response shall not delay the scheduling of a hearing. If the attorney fails to timely file an attorney fee response, the secretary shall inform the attorney that unless an attorney fee response is filed, and the filing fee paid, within 20 days of the date that the attorney is notified in writing, the attorney shall be barred from further participation, and the matter will proceed uncontested. Nothing in this section shall preclude the panel or arbitrator in its discretion from refusing to consider evidence offered by the attorney which would reasonably be expected to have been disclosed on the Attorney Fee Response.

(3) *Third Party Practice.* In the event that the attorney has named a third party attorney or law firm as potentially liable in whole or part for the fee, the original attorney shall, within the time for filing the Attorney Fee Response with the secretary, serve a copy of the client's Request For Fee Arbitration and a copy of the Attorney Fee Response on the third party attorney or law firm, stating clearly in a cover letter that a third party fee dispute claim is being made against them. A copy of such letter shall be filed with the secretary, who shall forward to the third party attorney or law firm for completion an Attorney Fee Response form, which shall be filed with the secretary and served by the third party attorney on the client and the original attorney as provided for in the case of the original attorney. A third party attorney or law firm so noticed shall be deemed a party with all of the rights of and obligations of the original attorney.



(4) *Conduct of Hearing; Determination.* All arbitration hearings shall be conducted formally and in private, but the strict rules of evidence need not be observed. All witnesses including all parties to the proceeding shall be duly sworn, and no stenographic or other similar record shall be made except in exceptional circumstances at the direction of the Board or the Director. Both the client and the attorney whose fee is questioned shall have the right to be present at all times during the hearing with their attorneys, if any. If special circumstances dictate, the trier of fact may accept testimony of a witness by telephone or video conference. The written determination of the hearing panel or the single member arbitrator shall be in the form approved by the Director and shall have annexed a brief statement of reasons therefor. If a stay of a proceeding pending in court has been entered prior to the Fee Committee's determination, when the determination is rendered the secretary of the Fee Committee shall, if requested by either party, send a copy of the determination to the Clerk of the Court who is to vacate the stay and relist the matter. Where a third party attorney or law firm has been properly joined the arbitration determination shall clearly state the individuals or entities liable for the fee, or to whom the fee is due and owing.

It shall be served on the parties and filed with the Director by ordinary mail within thirty (30) days following the conclusion of the hearing or from the end of any time period permitted for the supplemental briefs or other materials. Both the attorney and the client shall have 30 days from receipt to comply with the determination of the Fee Committee. Enforcement of arbitration determinations and stipulations of settlement shall be governed by paragraph (e).

(c) Appeal. No appeal from the determination of a Fee Committee may be taken by the client or the attorney to the Disciplinary Review Board except where facts are alleged that:

(1) any member of the Fee Committee hearing the fee dispute failed to be disqualified in accordance with the standards set forth in [R. 1:12-1](#); or

(2) The Fee Committee failed substantially to comply with the procedural requirements of R. 1:20A, or there was substantial procedural unfairness that led to an unjust result; or

(3) There was actual fraud on the part of any member of the Fee Committee; or

(4) There was a palpable mistake of law by the fee committee which on its face was gross, unmistakable, or in manifest disregard of the applicable law, which mistake has led to an unjust result.

(d) Procedure on Appeal. The party taking an appeal shall file a notice of appeal in the form prescribed by the Board within twenty-one days after the parties' receipt of the Fee Committee's written arbitration determination. The notice of appeal shall be filed with the Board and shall include a statement of the ground for appeal and an affidavit or certification stating the factual basis therefor. Copies of the notice of appeal shall be served on the other parties, the secretary of the Fee Committee and the hearing panel chair by the party appealing who shall certify such service in the notice of appeal. The filing of a notice of appeal from a Fee Committee determination shall act as a stay of execution of any judgment obtained as a result of a fee arbitration process. That stay shall not be lifted until final conclusion of the fee arbitration proceedings. The hearing panel chair of the Fee Committee shall, within twenty-one days of receipt of the notice of appeal, furnish to the Board a specific reply to the facts in the notice of appeal, setting forth the alleged grounds for appeal and shall serve a copy of the reply on all other parties. The Board may, in its discretion, decide an appeal without a response from the hearing panel chair.

Within the same twenty-one day time period, the secretary of the Fee Committee or the Office of Attorney Ethics shall file with the Board the record of proceedings before the Fee Committee and any briefs or other papers filed with the Fee Committee. Subject to the same time limitations, any other party to the fee proceedings may file a response with the Board and shall certify service on all other parties, the secretary, and the hearing panel chair.

The Board shall dismiss the appeal on notice to the parties if it determines that the notice of appeal fails to state a ground for appeal specified in paragraph (c) of this rule or that the affidavit or certification fails to state a factual basis for such ground. If the notice of appeal and supporting affidavit or certification comply with these rules, the Board shall review the challenge to the arbitration. If it finds that there has been a violation of Rule 1:20A-3(c), the Board shall remand the fee dispute to a Fee Committee for a new arbitration hearing, or determine the matter itself if it deems such action appropriate.

(e) Enforcement. Whenever a Fee Committee determines, or the parties by signed stipulation of settlement agree, that a refund of all or part of the fee paid by a client should be made and the attorney fails to appeal or to comply with such determination or stipulation within thirty (30) days of receipt thereof, the matter shall be referred to the Director for such action as may be appropriate, in accordance with [R. 1:20-15\(k\)](#). In the event of an appeal, no enforcement of the Fee Committee's determination will occur while that appeal is pending before the Board.

If an action for collection of the fee is pending when the client's written request for arbitration is filed under Rule 1:20A-3(a) and is stayed thereby pending a determination by the Fee Committee, the amount of the fee or refund as so determined may be entered as a judgment in the action unless the full balance due is paid within 30 days of receipt of the arbitration determination. If no such action is pending, the attorney or client may, by summary action brought pursuant to Rule 4:67, obtain judgment in the amount of the fee or refund as determined by the Fee Committee. In any application for the entry of a judgment in accordance with this rule, no court shall have jurisdiction to review a fee arbitration committee determination. Said review is reserved exclusively to the Disciplinary Review Board under R.1:20-15(1).

On payment and collection of any balance due from a client or third party under an arbitration determination or stipulation of settlement, the attorney shall promptly prepare, execute and provide the client or third party with a warrant for satisfaction of any judgment entered, if requested or, if a civil action for the fee is pending, shall cause it to be dismissed. The client or third party shall bear the cost of filing any warrant for satisfaction.

4.) 1:20A-4. Referral to Office of Attorney Ethics

When a grievance involves aspects of both a fee dispute and a charge of ethical misconduct, the Fee Committee shall first determine the propriety of the fee charged unless it clearly appears to the Fee Committee, or to the Director, that there is presented an ethical question of a serious or emergent nature, in which event the Fee Committee shall administratively dismiss the matter and transmit the file to the Director for processing. In all cases it shall be the duty of each Fee Committee, after hearing and determination of the fee, to refer any matter that it concludes may involve ethical misconduct that raises a substantial question as to the attorney's honesty, trustworthiness or fitness as a lawyer in other respects (including overreaching) to the Director for investigation. Such referrals shall be made in letter form detailing the facts known to the Fee Committee and shall include a complete copy of the Fee Committee's file. Nothing in this rule shall preclude a client from filing an independent grievance with an Ethics Committee at the conclusion of a fee dispute proceeding.

5.) 1:20A-5. Records; Confidentiality; Immunity

Each Fee Committee shall maintain such records and file such reports as shall be required by the Director. Except as may be otherwise necessary for compliance with these rules or to take ancillary legal action in respect thereof, all records, documents, files, hearings, transcripts or recordings of hearings, if any, and proceedings made and conducted in accordance with these rules shall be confidential. They shall not be disclosed to or attended by anyone unless (1) the Board so directs following written application to the Board with notice to the Director and the attorney whose fee was questioned; or (2) on order of the Supreme Court. Fee Committee members, secretaries and their lawfully appointed designees and staff shall be entitled to the immunity as provided by [Rule 1:20-7\(e\)](#).

6.) 1:20A-6. Pre-action Notice to Client

No lawsuit to recover a fee may be filed until the expiration of the 30 day period herein giving Pre-action Notice to a client; however, this shall not prevent a lawyer from instituting any ancillary legal action. Pre-action Notice shall be given in writing, which shall be sent by certified mail and regular mail to the last known address of the client, or, alternatively, hand delivered to the client, and which shall contain the name, address and telephone number of the current secretary of the Fee Committee in a district where the lawyer maintains an office. If unknown, the appropriate Fee Committee secretary listed in the most current New Jersey Lawyers Diary and Manual shall be sufficient. The notice shall specifically advise the client of the right to request fee arbitration and that the client should immediately call the secretary to request appropriate forms; the notice shall also state that if the client does not promptly communicate with the Fee Committee secretary and file the approved form of request for fee arbitration within 30 days after receiving pre-action notice by the lawyer, the client shall lose the right to initiate fee arbitration. The attorney's complaint shall allege the giving of the notice required by this rule or it shall be dismissed.

d.) Appendix – Forms for use in a fee arbitration

https://www.njcourts.gov/forms/10296_feerequestfrm.pdf?c=dzl

https://www.njcourts.gov/forms/10861_feeresponse.pdf?c=Igb

<https://www.njcourts.gov/attorneys/oaefeeseecretaries.html>





Office of Attorney Ethics Attorney Fee Arbitration Request Form

For Office Use Only

File Number _____
Date Entered in OAE Database _____
Filing Fee Paid: Yes No

A Non-Refundable Filing Fee check in the amount of \$50 must be included payable to "Disciplinary Oversight Committee."

Please type or clearly print all information: **Submit 1 original and 5 copies** of all documents submitted, including attachments.

A. The Specific Attorney Who Handled My Case Is: (Please list only one attorney here. Please list on a separate sheet the names and addresses of any other attorney whose fee you challenge as part of this fee arbitration proceeding.)

Last Name (include: Sr./Jr./III, etc.) _____ First Name _____ Middle Initial _____

Name of Law Firm, If Any, With Which Attorney Was Associated at the Time of Representation _____

Office Address _____

City _____ State _____ Zip _____ County _____ Office Telephone _____

Office Email _____

B. Client Information: (Please only list one client name in this section. Please list on a separate sheet the names and address of any other person who should be listed as the "client" in this fee arbitration proceeding.)

Last Name (include: Mr./Mrs./Miss/Ms.) _____ First Name _____ Middle Initial _____

Street Address _____

City _____ State _____ Zip _____ County _____ Client Email _____

Home Telephone _____ Work or Cell Phone Number _____

C. The Type of Case Handled By the Attorney Was:

- | | |
|--|---|
| <input type="checkbox"/> Admiralty/Maritime | <input type="checkbox"/> International Law |
| <input type="checkbox"/> Adoption/Name Change | <input type="checkbox"/> Juvenile Delinquency |
| <input type="checkbox"/> Bankruptcy/Insolvency/Foreclosure | <input type="checkbox"/> Labor |
| <input type="checkbox"/> Collection | <input type="checkbox"/> Landlord / Tenant |
| <input type="checkbox"/> Contract | <input type="checkbox"/> Negligence (Personal Injury Property Damage) |
| <input type="checkbox"/> Corporation/Partnership Law | <input type="checkbox"/> Patent / Trademark / Copyright |
| <input type="checkbox"/> Criminal/Quasi-criminal and Municipal Court | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Domestic Relations (Divorce, Support, Custody) | <input type="checkbox"/> Small Claims Court |
| <input type="checkbox"/> Estate/Probate | <input type="checkbox"/> Tax |
| <input type="checkbox"/> Federal Remedies / Civil Rights | <input type="checkbox"/> Workers Compensation |
| <input type="checkbox"/> Government Agency Problems (Local Thru Federal) | <input type="checkbox"/> Other Litigation (specify) _____ |
| <input type="checkbox"/> Immigration / Naturalization | <input type="checkbox"/> Other Non-Litigation (specify) _____ |

D. What was the amount of the attorney's total bill (not just the fee charged for attorney time or services in dispute)?

Total Legal Fee Charged (for attorney time) \$ _____ + Total Costs/Disbursements \$ _____ = Total Bill \$ _____

Amount paid to Attorney \$ _____ (attach proof of payment)

Who Paid: Client Other (specify name) _____

Attorney Fee Arbitration Request Form

E. Was there a written fee agreement or fee letter from the attorney explaining how much would be charged? Yes No
If yes, attach a copy.

1. Had the attorney or law firm ever represented you before accepting this case? Yes No

2. Was the fee charged by the attorney contingent on the outcome of the case so that there was no fee due unless the attorney recovered money for you? Yes No

3. When did the attorney first agree to handle your case? _____

4. When did the attorney last do any work on this case? _____

F. Did the attorney advise you in writing that you could request fee arbitration? Yes No

If yes, attach a copy of that notice or letter, and state the date you received it: _____

G. Has the attorney brought a lawsuit or other court action against you for the fee? Yes No

If yes, attach a copy of the complaint or other court filing and list:

Docket Number: _____, County where filed: _____

Date you were served with the complaint or filing: _____

H. List all amounts paid to the attorney and the dates of payment. Attach copies of all bills received from the attorney and any receipts.

I. Briefly explain why you disagree with the attorney's total bill. Use additional sheets, if needed.

I further state that, although I have the right to present this matter to a Court in this State, I wish to waive this right and submit my case to the New Jersey Supreme Court's District Fee Arbitration Process. I realize that I have 30 days only from the date this Request Form is docketed within which I may withdraw, in writing, from the arbitration process. Once the request is withdrawn, I cannot again file for fee arbitration. I understand that if the total fee charged is less than \$3,000, a single attorney arbitrator may hear the case; otherwise, three arbitrators would decide the case, unless I give my further written consent at the time of the hearing to proceed with two arbitrators, in accord with the procedures set by Court Rule. I agree that the determination of a Fee Committee is final and legally binding upon both the attorney and myself, and that the determination is subject to appeal only in very limited instances of actual fraud, substantial procedural irregularities, failure of an arbitrator to properly be disqualified, or where the arbitrators make an obvious mistake of law. I am further aware that if the attorney has sued me but I have filed a timely Request Form, the Court Rules provide that the lawsuit will be stayed, and "the amount of the fee or refund as so determined [by the Fee Committee] may be entered as a judgment in the action unless the full balance due is paid within 30 days of receipt of the arbitration determination." R. 1:20A-3(e). I also understand that, if no suit is pending, the determination of the Fee Committee may, by summary action, be docketed as a judgment against me, under the same Court Rule. I also understand that fee proceedings are confidential, and I agree to maintain the confidentiality required by R. 1:20A-5.

Client Certification

I hereby certify that all of the foregoing statements made by me are true, and that all documents attached are true copies of the originals. I am aware that if any part of this Request Form is willfully false, I am subject to punishment.

Dated: _____ Signed: _____

Printed Name: _____

Please review the pamphlet "Information About New Jersey Attorney Fee Arbitration System" provided by the Fee Secretary.

Please Notify District Secretary of Disability Accommodation Needs, or If You Will Need the Services of an Interpreter.



Office of Attorney Ethics Attorney Fee Response Form

For Office Use Only

File Number
Date Entered in OAE Database
Filing Fee Paid: <input type="checkbox"/> Yes <input type="checkbox"/> No
Date Response Received

A Non-Refundable Filing Fee check in the amount of \$50 must be included payable to "Disciplinary Oversight Committee."

Please type or clearly print all information: **Submit 1 original and 5 copies** of all documents submitted, including attachments.

Attorney's Name: _____

Attorney's Email: _____

Client's Name: _____

Client's Email: _____

1. What was the total amount of the attorney's bill?

Total Legal Fee \$ _____ + Total Costs and Disbursements \$ _____ = Total Bill \$ _____

Amount previously paid to you on the client's behalf: \$ _____ (attach proof of payment)

2. (a) Type of Case: _____

(b) Date representation commenced: _____

(c) Date services completed or representation terminated: _____

3. Was there a written fee agreement or fee letter sent to the client explaining how much would be charged? Yes No

(a) If yes, attach a copy.

(b) If no, had you or the law firm regularly represented the client before? Yes No

(c) If no, what arrangement for legal fees was agreed upon, and when?

(d) Was this a contingency case? Yes No

4. (a) Briefly, what was the fee arrangement?

(b) What was the initial fee quoted to the client? \$ _____

(c) What was the final bill? \$ _____

5. If the final bill [4(c)] is different than the initial fee quoted [4(b)], state the reason, the date the client was advised of the change, and attach copies of any retainer or agreement authorizing such change, and any documents advising the client of the change.

Attorney Fee Response Form

6. Was one or more itemized bills submitted to the client? Yes No
 Dates bills were provided to client: _____

7. If client made payments on bill, attach itemized list showing date(s) received and amounts.

8. Did you maintain time records in this case? Yes No (If yes, attach copies)
 If not, why not?

9. Have you brought a lawsuit for your fees, or are the fees at issue in any court proceeding? Yes No
 (If yes, attach a copy of the complaint or court filing)
 (a) If yes, state the date of service of process on client: _____
 (b) Did you give pre-action notice to client under R. 1:20A-6? Yes Date: _____ No
 (If yes, attach a copy)

10. State your response to the client's answer to section "I" of the Attorney Fee Arbitration Request Form, which explains why the client disagrees with your bill:

11. Do you assert that another attorney or law firm may be responsible for or entitled to any part of the fee? Yes No
 If so, state the correct names below and serve them in accordance with R. 1:20A-3(b).
 Name: _____
 Firm: _____
 Mailing Address: _____ Telephone: _____

Attorney Certification

I hereby certify that all of the foregoing statements made by me are true, and that all documents attached are true copies of the originals, and that I have, contemporaneously with filing this form with the secretary of the district fee arbitration committee, mailed a copy by certified mail to the client, with return receipt requested and that I have also completed service on any other attorney or law firm listed in question 11, above. I am aware that if any part of this Response Form is willfully false, I am subject to punishment.

Dated: _____ Signed: _____

 (Please Print Name Below Signature)



Please Notify District Secretary of Disability Accommodation Needs.



Opinions
Notices
eCourts
Attorney Registration
Rules of Court

District Fee Secretaries

District Fee Committee

District I
Atlantic, Cape May, Cumberland and Salem Counties

Secretary

Michael A. Pirolli, Secretary
Pirolli & Pirolli
17 South High Street
Millville, NJ 08332
Phone: 856-825-7200

District IIA
Bergen County - North

Terrence J. Corriston, Secretary
District IIA Fee Arbitration Committee
Breslin & Breslin
41 Main Street
Hackensack, NJ 07601
Phone: 201-342-4015

District IIB
Bergen County - South

Michael J. Sprague, Secretary
District IIA Fee Arbitration Committee
25 Main Street, Suite 202
Court Plaza North
Hackensack, NJ 07601
Phone: 201-342-3500

District IIIA
Ocean County

Lisa E. Halpern, Secretary
P.O. Box 726
Toms River, NJ 08753
Phone: 732-244-7719



District IIIB
Burlington County

Albert M. Afonso, Secretary
Afonso Archie Foley, PC
21 Route 130 South
Cinnaminson, NJ 08077
Phone: 609-416-1333



District IV
Camden and Gloucester Counties

Marian I. Kelly, Secretary
POPJOY & KELLY, LLC
22 Euclid St., 2nd Floor
Woodbury, NJ 08096
Phone: 856-845-8778
*Effective April 1, 2020

District VA
Essex County - Newark

Jodi Rosenberg, Secretary
44 Main Street, Suite 3
Millburn, NJ 07041
Phone: 973-637-0099

District VB
Essex County - Suburban Essex

Harvey S. Grossman, Secretary
80 Main Street, Suite 530
West Orange, NJ 07052
Phone: 973-736-5858

District VC
Essex County - West Essex

Peter J. Kurshan, Secretary
Herzfeld & Rubin, LLC
354 Eisenhower Parkway, Plaza Two
Suite 1100, Livingston, NJ 07039-1022
Phone: 973-535-8840

District VI
Hudson County

Marvin R. Walden, Jr., Secretary
Greenberg Walden & Grossman, LLC
425-59th Street
West New York, NJ 07093
Phone: 201-854-2200

District VII
Mercer County

William P. Isele, Secretary
P.O. Box 667
Milltown, NJ 08850
Phone: 732-939-4112

District VIII
Middlesex County

William P. Isele, Secretary
P.O. Box 667
Milltown, NJ 08850
Phone: 732-939-4112

District IX
Monmouth County

Robert J. Saxton, Secretary
1540 Highway 138
Wall Township, NJ 07719
Phone: 732-280-1700



District X
Morris and Sussex Counties

Patricia Cistaro, Secretary
Cistaro Law L.L.C.
5 Cold Hill Road South
Suite 15 P.O. Box 294
Mendham, New Jersey 07945
Phone: 973-813-8100



District XI
Passaic County

Jane E. Salomon, Secretary
100 Hamilton Plaza
Paterson, NJ 07505
Phone: 973-523-5119

District XII
Union County

Carol A. Jeney, Secretary
Jeney Jeney & O'Connor, LLC
1953 Westfield Avenue
Scotch Plains, NJ 07076
Phone: **908-322-9191**

District XIII
Hunterdon, Somerset and Warren Counties

Olivier J. Kirmser, Secretary
Kirmser Lamastra Cunningham & Skinner
202 Halls Mills Road - P.O. Box 1675
Whitehouse Station, NJ 08889
Phone: **908-572-3600**

Garden State CLE Presents:



Legal Fees & The Arbitration Process

Instructors:



**Paul M. Donini,
Attorney-at-Law**



**Robert Ramsey,
Author**

Lesson Plan