

**PROCEDURES FOR THE JOHNSON COUNTY BAR ASSOCIATION
FEE DISPUTE COMMITTEE**

Effective November 1, 1986

Preliminary Statement: The Johnson County Bar Association Fee Dispute Committee is a service voluntarily undertaken and provided free of charge for clients and Johnson County lawyers. It is not compulsory, nor is it binding; it exists solely to facilitate an amicable resolution of lawyer-client disputes concerning fees and expenses.

If a lawyer and client in good-faith participate in following these procedures, the public and profession will benefit.

The recommendations or other actions of the Fee Dispute Committee are not intended to be enforceable, or evidentiary, in any court, proceedings, or for any purpose.

The spirit of these procedures is a recognition that lack of understanding can and does create disputes. Those directly involved can resolve such disputes by good-faith discussion and understanding, either with or without the participation of this Committee.

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1. The Fee Dispute Committee of the Johnson County Bar Association consists of members of the Johnson County Bar Association designated by the Association in such number and for such term as the Association may determine.
 2. The Fee Dispute Committee exists only to receive, hear and make non-binding recommendations on client complaints concerning fees, or expenses charged by a Johnson County lawyer.
 3. The Fee Dispute Committee may decline to act at any time it considers a complaint inappropriate for its jurisdiction. Ordinarily, the Fee Dispute Committee will not act on complaints which it judges to significantly involve a question of professional ethics, or whether professional services were properly performed, or which has been presented to a court or to arbitration.
 4. The Fee Dispute Committee is not an arbitration body, does not exist to arbitrate fee disputes, and declines to accept a role as arbitrator, whether by agreement of the parties or within the meaning of Chapter 5 of the Kansas Statutes, Annotated.
 5. A fee dispute complaint is initiated when a client provides the Fee Dispute Committee a written signed statement setting out the fee dispute complaint, signed by the client. The fee dispute complaint shall include the client's home address and telephone number, and address where materials may be mailed to the client; it shall also include the name, professional address and telephone number of the lawyer involved. No special form of complaint is otherwise required.

6. Upon receipt of the fee dispute complaint, the Committee will ordinarily acknowledge it to the client and to the lawyer, providing the lawyer a copy of the fee dispute complaint with the materials attached.

Both the complaint and the response thereto should set out as clearly as possible, the specific fee arrangement between the parties or the lack thereof.

The lawyer should provide a written response to the Fee Dispute Committee, together with supporting material including the fee arrangement, and the basis for fee or expense charged within fifteen (15) days of the date the Notice Letter is sent to the lawyer and the client acknowledging receipt of a fee dispute complaint.

7. No special form of response by the lawyer shall be required, except that it shall be in writing, signed by the lawyer submitting it, and shall clearly and simply set out the facts in response, together with any supporting documents.

8. At any time following the receipt of the fee dispute complaint or the response, the Fee Dispute Committee may request additional material, decline to take further action, refer the matter to another committee of the Johnson County Bar Association, and/or issue its recommendation, either with or without a meeting with the parties, all in the sole discretion of the Fee Dispute Committee. The parties will ordinarily be notified in writing of the Fee Dispute Committee's action, but the form and/or content of such notice is always in the discretion of the Fee Dispute Committee.

9. The Fee Dispute Committee recognizes that fee disputes may result from a lack of information, communication or understanding on the part of the lawyer, the client, or both. Accordingly, the client and lawyer should discuss the complaint and response in a good-faith effort to amicably resolve the complaint before any further steps are taken.

10. To implement the policy set out in paragraph 9, the parties should meet and discuss the complaint and response with a view to voluntarily resolving the dispute. Either party may initiate the meeting, but the lawyer should do so in any event and should provide his/her office for that purpose.

If the dispute is resolved after the exchange of the complaint and response, or after the meeting of lawyer and client, one or both parties should notify the Committee in writing.

Such amicable disposition should be complete without the contingency of either party doing anything further.

Upon receipt of written advice that the dispute is resolved, the Committee will close its activity.

11. If the client-lawyer meeting does not resolve the matter, either party may request a meeting

with the Committee. The request shall be in writing and signed. It shall set out the time, date and place of the lawyer-client meeting, who attended, and how much time was spent. A copy of the request should be sent to either party.

12. If neither party requests a meeting with the Committee within 30 days after the lawyer's response is submitted, the Committee may assume the matter is resolved or that neither party wishes to pursue the matter further, in which event the Committee may so notify the parties and no further action will be taken.

13. If a request for meeting is received, the Fee Dispute Committee will send written notice to the parties of the date, time and location of such a meeting which will ordinarily be conducted by one member of the Committee only. Because this is a service to the public and to the profession provided voluntarily and free of charge, it is anticipated that the parties will make a good-faith effort to resolve the dispute without the necessity of such a meeting, and if it is necessary to have such a meeting, will make every effort to comply with the schedule set by the Committee. With sufficient notice and for sufficient reasons, the Committee member conducting the meeting may reschedule it on request.

14. When the Fee Dispute Committee chairperson is notified of the need for a meeting, the matter will be assigned to a committee member who will administer the proceeding until recommendation is made, or the matter terminated by other means. The assigned Committee member will so notify the parties in writing with a copy to the chairperson and the matter officially concluded.

15. The Committee does not have the power to administer oaths or issue subpoenas. The ordinary rules of evidence do not apply and the Committee may consider any matter it deems appropriate. The use of hearsay (that is, what some third person may have said or done outside the presence of the other party) is discouraged; however, the client or the lawyer is encouraged to bring such witness to the meeting to provide information. Writings, such as letters and affidavits made by another person not a party to the dispute may be used as the Committee considers appropriate, but are not encouraged. Writings by a party to the dispute are ordinarily helpful and the parties are encouraged to provide those when possible.

16. Ordinarily, 30 minutes will be sufficient for such a meeting which shall consist of a presentation by the client and then by the lawyer. Thereafter, either party may direct relevant and succinct questions to the other, in the Committee's discretion, and the Committee may also direct questions to either party. It is not anticipated that either party will be represented by counsel. At any time during the hearing, it may be concluded or continued if the Committee deems it appropriate in its sole discretion.

17. The failure of a party to comply within these rules, or the absence of either party at the hearing without reasonable notice shall entitle the Committee to proceed to make its recommendations on such information as it may have available and deems appropriate.

18. At the conclusion of the hearing, the Committee may either immediately announce its recommendation in the presence of the parties, or may notify the parties at a later date of its recommendation.

19. A record of the meeting is not ordinarily anticipated, but the Committee, or either party, may arrange and provide at its own expense for such a record after notice to the other party and the Committee. In such event, any party desiring a copy of the transcript shall arrange for and pay for the same.

20. Legal principles shall ordinarily be guiding in the Committee's recommendations, but the Committee shall at all times also take into consideration, and be guided by, common sense and fundamental fairness.

21. The Committee's recommendations shall not be binding on any party unless both parties so stipulate in writing and sign the stipulation.

22. Upon delivery of the recommendation, the Committee's work is ordinarily considered completed with respect to the complaint considered but, of course, either party may pursue such other procedures and remedies which exist. It is not anticipated that the Committee or individual members thereof are required to or will provide to either party, any further advice concerning the complaint or the recommendation made, other than that contained in the recommendation.

23. Common courtesy and responsible behavior will be followed by the parties and the Committee at all times, and the Committee may withdraw with or without making a recommendation at any time, if any party is abusive in the discretion of the Committee.

24. The hearings and records of the Fee Dispute Committee are considered private in nature and not public. Records and the contents of such hearings will not be discussed or disclosed except upon written authorization of both parties. Records will be disposed immediately upon the conclusion of the matter.