PART I
WHY IS MY ATTORNEY’S BILL SO HIGH?

Whatever way you look at it, dealing with the ins and outs of the law as a lay person is daunting. So, when you had to pursue a legal matter or defend against one, you chose to hire an attorney. Someone educated and experienced in the law to represent you.

Although the case you hired the attorney to handle may have been very emotional for you, the relationship with your attorney was a professional, business arrangement.

At the beginning of the case, you were hoping for a speedy and favorable resolution. You may have been unaware as to how quickly the fees and costs involved could escalate. Or, it may have crossed your mind, but you had no choice but to proceed with the case.

Of course, during the process, many expected and unexpected issues arose that determined whether the case was straight-forward or volatile. All of these issues affected the amount of work that the attorney had to perform in order to represent you.

Finally the case is over and you have received the final bill from your attorney. You open the envelope and look at the bottom line. Your first thought, “Why is my attorney’s bill so high?” Well, maybe that was your second thought, as your real first thought was [expletive deleted]!

To give you a starting point, here are some questions for you to take into consideration while you review your bill.

- What is the type of case for which the attorney represented you?
- What level of difficulty did your case involve?
- What was the attorney’s experience?
- Do you have a written fee agreement?
  - Did you read it?
  - Did you understand and know what you were agreeing to?
  - How much does the attorney charge per hour?
  - Did the attorney have associates or staff working on your case?
  - What was the hourly charge for their services?
  - What other costs were addressed in the fee agreement?
  - Did you hire the attorney based on a contingency fee?
  - If you were suing for injury or damages, how much was your case worth?
  - What was the final result?
- Was your attorney prevented from taking other matters because of your case?
- Were there any circumstances or time limitations that may have required the attorney to spend additional hours on your case?
- Did the other side fight you tooth and nail?
- Did you fight the other side tooth and nail?
  - Did you have the attorney pursue issues that the attorney advised against or thought impractical?
- Did you have to hire experts?
- What were the court costs?
- Were there hearings, depositions, settlement conferences, and/or a trial?
- Did the attorney have to travel?
  - How far?
  - What was the length of the stay?
- How often did you contact the attorney and why?
  - Did you contact the attorney and the office staff to vent your frustration about the process and the parties rather than focus on the legal issues? In other words, was each and every phone call or email you made to your attorney really necessary to the case?
Did you realize that you would be charged for these contacts?
Did you keep records of all your communications with the attorney and the attorney’s office?

- How often did the attorney or his staff contact you?
  - In what manner and about what issues did the attorney or office staff contact you?
  - Did the attorney’s billing statement, in accordance with Business and Professions Code Section 6148(b) “clearly state the basis thereof.”
  - Did the fee portion of the bill include the amount, rate, basis for calculation, or other method of determination of the attorney's fees and costs?
  - Did the cost and expense portion of the bill clearly identify the costs and expenses incurred and the amount of the costs and expenses?

- Did you find double-billing for items?
- Did the lawyer do a bad job that affected the value of the services?
- Did the lawyer make mistakes that required extra time to fix?
  - Did your lawyer bill you for that time?
- Did you fire this attorney and hire someone else?
- Did you review your bills upon receipt?
- Did you immediately contact your attorney’s office about any errors you found in the bill?
- Did you keep a copy of your correspondence regarding the bill and the attorney’s response?
- Do you really think that the attorney did not earn the fee charged or
  - Is it just much more than you expected?
  - Was the resolution of the case not what you anticipated?
- Are you simply unable to pay the fee?

If you are disputing fees and/or costs in the bill, contact the attorney immediately. Outline your concerns in writing. Hopefully, you and the attorney can reach an agreement. However, if the issues cannot be resolved, in California you have the right to file for fee arbitration under Business & Professions Code § 6200-6206.

If you believe that your attorney was involved in misconduct or malpractice, contact a lawyer immediately regarding your legal rights. Fee arbitration does not determine nor award damages for such claims.

PART II
HELP, I’M HAVING A FEE DISPUTE WITH MY ATTORNEY!

Like all business transactions, there are times when a client and their attorney may have a dispute over the attorney's bill. California Business & Professions Code, ARTICLE 13 ARBITRATION OF ATTORNEYS' FEES § 6200 - 6206 is the basis for the State Bar of California Mandatory Fee Arbitration Program. The program is set-up to provide a consumer-friendly option for resolving client/attorney fee disputes.

If you dispute the fees and/or costs in the bill from your attorney, the first thing you should do is follow any instructions in your fee agreement about how and when to contact your attorney if there is a problem with your bill. If there are no instructions, contact your attorney immediately about your concerns. It is a good idea to deal with the situation while the details are fresh.

At the end of your case or of the attorney's representation, if there is still a fee dispute or one has arisen, under B&P § 6200 - 6206 unless parties agreed in writing to submit their fee disputes to fee arbitration, fee arbitration is voluntary for the client, but is mandatory for an attorney if commenced by a client.

ARBITRATION is a process by which parties to a dispute present the dispute to one or more individuals called arbitrators who decide the merits of the dispute based upon evidence presented and issue an award that may or may not be binding. The AWARD is the decision of the arbitrator or arbitrators in the fee arbitration proceeding.

When a dispute over fees arises, the attorney must give the client the California State Bar approved "Notice of Client's Right to Arbitration" form when filing a lawsuit for fees or when initiating arbitration through an alternative program. Read the form carefully. It tells you that "Clients lose their
right to arbitration under this program if they do not file a written application for arbitration with the bar association within 30 days from receipt of the "Notice of Client's Right to Arbitration" using a form provided by the local bar association, or by filing with the State Bar of California Fee Arbitration Program if the local bar association does not have a program.

If you do not understand your rights or need legal advice, contact your local county bar association’s Lawyer Referral & Information Service to schedule a consultation with an attorney. Generally, these referral services charge a nominal fee and set-up an initial consultation for you with an experienced attorney.

A question often arises over the difference between NON-BINDING and BINDING arbitration. NON-BINDING is an arbitration in which the award of the arbitrator is advisory. However, it will become binding if you do not file an action or other proceeding with the proper court within 30 days after the arbitration award has been served. BINDING is an arbitration in which the award of the arbitrator(s) is final and binding on the parties. There are very limited grounds for overturning a binding award.

Under B&P Code 6200 parties may only agree in writing to BINDING arbitration AFTER a dispute over fees, costs, or both has arisen. This means that you have the choice between non-binding or binding arbitration at the time you file for fee arbitration under this program. Keep in mind that all parties have to agree to binding arbitration in order for an award to be binding. An award cannot be binding on just one party.

Some fee arbitration programs offer mediation as an optional dispute resolution step in the process. MEDIATION is a process in which an impartial person helps individuals and entities resolve conflicts by shaping a solution in a private, confidential and cooperative setting. Mediation is voluntary for an attorney and a client, so both parties must agree to mediation before it can take place. If the parties reach a settlement during the mediation, then the mediator will prepare a settlement agreement for the parties to sign. The program is notified and the fee arbitration file is closed. If the parties do not resolve the dispute through mediation, then an arbitrator or panel of arbitrators will be assigned and a fee arbitration hearing will be scheduled.

So, if you have a fee dispute with your attorney, contact the bar association where the attorney involved in the dispute has an office or maintained an office at the times the services were rendered, or the county were a substantial portion of the legal services were provided. Ask if they run a State Bar of California approved fee arbitration program. If so, request the forms, rules of procedure, guidelines and other materials be sent to you. This information may also be available on their website.

If the local bar association does not have a program then contact the State Bar of California. Their website calbar.ca.gov has information pamphlets that answer basic questions about fee agreements, billing procedures, fee disputes, unethical behavior, and filing a complaint with the State Bar.

You can find the complete text of California Law Business & Professions Code ARTICLE 13 ARBITRATION OF ATTORNEYS’ FEES § 6200 - 6206 on leginfo.legislature.ca.gov the official site for California legislative information maintained by the Legislative Counsel of California, pursuant to California law.

Remember, although the fee arbitration program is designed to be consumer-friendly it is still a legal proceeding. Read the rules and follow the instructions. If you don’t think you can handle the process yourself, you have the right to hire an attorney to represent you.

PART III
HOW DO I PREPARE FOR A FEE ARBITRATION HEARING?

You contacted your attorney about the fees and/or costs in your bill that you are disputing. You and your attorney have been unable to reach an agreement about the disputed amount. After reviewing your options, you decided to file for Mandatory Fee Arbitration under the State of California Business & Professions Code § 6200-6206. Now what?
Your preparation is important, especially if you are representing yourself during this process. Therefore, the Contra Costa County Bar Association Fee Arbitration Committee has compiled some steps that you may find helpful as you prepare for your fee arbitration hearing.

1. What is my issue?
   a. I believe the attorney should not be paid the amount for which s/he has billed.
   b. I believe the attorney should refund X dollars to me.

2. Why do I believe this?
   a. Why do I think the attorney should not get paid?
   b. Why do I think the attorney should give me a refund?

3. How do I present my side?
   a. Write out the reasons for your dispute. A logical, concise statement or an outline works best.

4. What evidence will I need to provide at the hearing?
   a. The fee agreement. If there was no written fee agreement, then write out what was discussed and what was agreed to.
   b. All the bills the attorney gave you.
   c. Any correspondence or notes between you and the attorney about your dispute.

5. How should I prepare my documents for presentation as evidence?
   a. Put all of the documents in chronological order.
   b. Highlight the specific items in the billing that you are contesting.
   c. Highlight specific items in your correspondence that is relevant.
   d. If you don’t have specifics, then write out an approximation of the incidents
   e. Go back through your documents and number the points in them that you want to raise in the arbitration.
   f. Then go back to your argument statement or outline and redo it incorporating all the documents.
   g. Prepare this information in advance and then put it aside for a week.
   h. Go back and review what you wrote and add any details, dates, times, and anything you didn’t remember the first time.

6. What do I do with all this information?
   a. Check your local rules of procedure for the deadline to submit copies of your statement and documents to the arbitrator(s) and to the other party before the scheduled hearing. Mail your documents so they will arrive in plenty of time.
   b. Take your marked-up statement and documents with you to the hearing. Refer to your notes, as necessary.

7. What should I do after I receive the other party’s documents?
   a. Go through their material and mark their points alphabetically for easy reference.
   b. Then, in an outline form, write your comments regarding each point and note the references in your outline as applicable. Take this with you to the hearing, too, so you will be able to comment on the other party’s submission.

It is a lot of work, but all this preparation will help you focus on the issues and give you confidence at the hearing. Keep in mind that if you don’t think you can handle the process yourself, you have the right to hire an attorney to represent you.

Remember, although the fee arbitration program is designed to be consumer-friendly, it is still a legal proceeding. To fully understand and protect your rights, read the rules of procedure provided by the program governing your fee arbitration. If you do not understand them, you may wish to consult an attorney for legal advice.

NEED HELP? CONTACT THE CONTRA COSTA COUNTY BAR ASSOCIATION:

Lawyer Referral & Information Service at (925) 825-5700 or get more information at http://www.cccba.org/community/find-a-lawyer/index.php.

Fee Arbitration Program at (925) 370-2541 or get more information at http://www.cccba.org/community/disputes/fee-dispute.php.

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