



FEE ARBITRATION PROCEDURES

The arbitration of fee disputes shall be subject to the following procedures:

1. Except as may otherwise be expressly provided in these procedures, the arbitration shall be held in accordance with the New Mexico Uniform Arbitration Act § 44-7A-1 et. seq. NMSA 1978. The arbitrator(s) shall have all the powers under the Act.
2. The fee arbitration program provides lawyers and clients with an out-of-court method of resolving fee disputes that is confidential, inexpensive, and impartial. The purpose of the State Bar's fee arbitration program is to address fee disputes between attorneys and their clients. If there are non-fee related issues involved in a dispute, the State Bar's fee arbitration program may not be the appropriate venue for the matter.
3. "Client" means a person or entity who directly or through an authorized representative, consults, retains or secures legal service or advice from a lawyer in the lawyer's professional capacity.
4. "Lawyer" means a person admitted to the practice of law in New Mexico, or any non-admitted lawyer who appears, participates or otherwise engages in the practice of law in this state.
5. Arbitration shall be instituted by filing a Petition and Agreement for Fee Arbitration form with the State Bar of New Mexico. The petition shall state the specific nature of the controversy. Approved forms are available for download [here](#).
6. Filings with the State Bar's Fee Arbitration Program shall be made by submitting the completed, signed and dated Petition and supporting documents electronically in a single PDF file. Send information electronically to:

**State Bar of New Mexico
Office of the General Counsel
Fee Arbitration Program
feearbitration@sbnm.org**

For single PDF files larger than 50MB, you must submit three USB drives if requesting a single arbitrator hearing or four USB drives if requesting a three-arbitrator hearing. Each USB drive must contain the signed and dated Petition and supporting documents in a single PDF file and shall be sent by mail to the State Bar of New Mexico Fee Arbitration Program, P.O. Box 92860, Albuquerque, NM 87199 or hand-delivered to the State Bar of New Mexico, Fee Arbitration Program, 5121 Masthead NE, Albuquerque, NM 87109.

7. The Petition shall be reviewed by the Program Administrator and/or the General Counsel of the State Bar to determine if the matter is appropriate for fee arbitration. Petitioner will be notified if the matter is not appropriate for fee arbitration. The following is a list of disputes not appropriate for this fee arbitration program:
 - o Unfavorable outcome of the case is the only issue;
 - o Disputes where the client seeks damages against the lawyer based upon alleged malpractice or professional misconduct;
 - o Disputes where the fees and/or costs have been determined by court order, rule, or decision; and,
 - o Disputes where a third person is responsible for payment of the fees and the client fails to join in the request for arbitration.
8. After receipt, review and acceptance the Program Administrator shall submit a copy of the Petition and supporting documents along with a Respondent's Fee Arbitration Agreement form to the respondent.

9. The respondent has thirty (30) days to review, sign and return the form. If the respondent does not return the signed Respondent's Fee Arbitration Agreement within thirty days or does not seek an extension of time the respondent shall be deemed to have refused to arbitrate. The petitioner shall be so notified, and the file will be closed. Extension of the time to respond shall be given at the discretion of the Program Administrator.
10. Upon receipt of the signed Respondent's Fee Arbitration Agreement and response, the Program Administrator shall assign an arbitrator for the arbitration. If more than one arbitrator is requested, in accordance with Paragraph 13 below, the Program Administrator shall designate a lead arbitrator and two other arbitrators.
11. All arbitrators appointed under these procedures shall be members in good standing of the State Bar of New Mexico or shall be experienced non-lawyer members appointed to the Panel.
12. Any arbitrator who has a known, direct and material interest in the outcome of the arbitration proceeding or a known, existing and substantial relationship with a party may not serve as an arbitrator as required by an agreement to be neutral.
13. Only amounts over \$1,000 will be arbitrated. When the amount in controversy is \$25,000 or less, the hearing shall be before a single arbitrator. When the amount in controversy is more than \$25,000, either party may request a panel of three arbitrators.
14. It shall be the responsibility of the arbitrator or lead arbitrator to select the hearing date and provide appropriate notice to the parties and other arbitrators if any. Hearings may be conducted virtually or in-person.
15. A record of the hearing may be made at the expense of the party requesting it by informing the arbitrator(s) in writing following receipt of the notice of hearing.
16. A party requesting an in-person hearing may be responsible for reimbursing administrative fees and expenses incurred by the arbitrator(s) during the arbitration.
17. The parties to the arbitration are entitled to be heard, to be represented by a lawyer, to present evidence and to cross-examine witnesses. At the discretion of the arbitrator(s), the rules of evidence and civil procedure need not be observed. On the request of any party to the arbitration or any arbitrator, the testimony of witnesses shall be given under oath.
18. The arbitrator(s) may hear and determine the controversy on the testimony and the evidence produced notwithstanding the failure of a party duly notified to appear.
19. The award shall be in writing and signed by the arbitrator(s) concurring therein. The award shall include the determination of all issues submitted to the arbitrator(s). The award need not be in any particular form but should in general consist of a preliminary statement reciting the jurisdictional facts (i.e., that a hearing was held upon notice pursuant to a written agreement to arbitrate); that the parties were given an opportunity to testify and cross-examine, etc.; a brief statement of the dispute; the findings of fact; and the award.
20. The original award shall be signed by the arbitrator(s) concurring therein **and shall be forwarded to the Program Administrator**. The Award becomes effective upon review and filing with the Office of General Counsel. The Program Administrator shall email a copy of the award to each party to the arbitration and retain the original in the client file.
21. Any arbitration award filed with the Office of General Counsel shall be **final and binding** upon the parties and may be confirmed and enforced by any court of competent jurisdiction.
22. Except as necessary for compliance with these procedures or to take ancillary legal action, all records and documents pertaining to the arbitration shall be confidential unless otherwise ordered by the Court or court rule. General information, facts, summaries, amounts, and statistical data, not referencing individual participants or individual arbitrations may be disclosed by the State Bar for reporting, statistical or education purposes.
23. These procedures may be modified by the General Counsel of the State Bar of New Mexico.

Petition and Agreement for Fee Arbitration and Respondent's Agreement to Fee Arbitration forms are available from the State Bar of New Mexico, Office of the General Counsel, Fee Arbitration Program at feearbitration@sbnm.org or download at the State of New Mexico Bar website: www.sbnm.org.