

1 **Rule 14-1108. Relief granted by award; accord and satisfaction application to court;**  
2 **confidentiality; enforceability of award; claims of malpractice.**

3 (a) If the award determines that the attorney-lawyer is not entitled to any portion of the  
4 disputed fee, service of a copy of such award on the attorney-lawyer:

5 (1) terminates all claims and interests of the attorney-lawyer against the client  
6 with respect to the subject matter of the arbitration;

7 (2) terminates all right of the attorney-lawyer to retain possession of any  
8 documents, records or other properties of the client pertaining to the subject  
9 matter of the arbitration then held under claim of the attorney's-lawyer's lien or  
10 for other reasons; and

11 (3) terminates all right of the attorney-lawyer to oppose the substitution of one or  
12 more other attorneys-lawyers designated by the client in any pending litigation  
13 pertaining to the subject matter of the arbitration.

14 (b) If the award determines that the attorney-lawyer is entitled to some portion of his or  
15 her fee, the award ~~shall~~ must state the amount to which he or she is entitled and  
16 payment of this amount shall:

17 (1) constitute a complete accord and satisfaction of all claims of the attorney  
18 lawyer against the client with respect to the subject matter of the arbitration;

19 (2) terminate all right of the attorney-lawyer to retain possession of any  
20 documents, records or other properties of the client pertaining to the subject  
21 matter of the arbitration then held under claim of attorney's-lawyer's lien or for  
22 other reasons; and

23 (3) terminate all right of the attorney-lawyer to oppose the substitution of one or  
24 more other attorneys-lawyers designated by the client in place of the attorney  
25 lawyer in any pending litigation pertaining to the subject matter of the  
26 arbitration.

27 (c) Confidentiality. All documents, records, files, proceedings and hearings pertaining  
28 to the arbitration of a fee dispute under these rules shall not be open to the public or to  
29 a person not involved in the dispute.

30 (d) If both parties have signed a binding agreement to arbitrate any award rendered in  
31 such case may be enforced by any court of competent jurisdiction in the manner  
32 provided in the Utah Uniform Arbitration Act without further assistance by the Bar.

33 (e) Claims of malpractice. A decision rendered by the panel regarding a disputed fee  
34 generated by the ~~attorney~~lawyer/client relationship ~~shall~~must not bar any claim the  
35 client may have against the ~~attorney~~lawyer for malpractice by the ~~attorney~~lawyer in  
36 the course of the ~~attorney~~lawyer/client relationship.

37 *Effective May 1, 2021.*