Time to Update Your Client Arbitration Agreements

Edward F. Donohue III of Hinshaw & Culbertson LLP has published the **third installment** in his series on client arbitration agreements for lawyers.

“Many attorneys have been using the same engagement agreements for decades designating standard commercial providers such as the American Arbitration Association to resolve client disputes,” he writes. “In recent years some have learned the hard way that their agreements do not comply with consumer protection rules that have developed in recent years. The failure to incorporate new standards into fee agreements means not only that non-conforming provisions will be deemed unenforceable. In some cases attorneys will find that their arbitration agreements are wholly unenforceable.”

This installment has subheadings titled “Guess What? Your Fee Agreement is Non-Compliant,” “If Your Wealthiest Client is a “Consumer” Should You Abandon Arbitration Clauses?,” and “If You Still Want to Arbitrate Catch Up With the Rules.”

Read the article.