

Rule 15-1103. Exclusions.

~~(a) Disputes not subject to arbitration. These rules do not apply to the following:~~

~~(a)(1) disputes in which the client seeks relief against a licensed paralegal practitioner based upon alleged malpractice. The arbitration panel may consider evidence relating to claims of malpractice and professional misconduct, but only to the extent that those claims bear upon the fees, costs, or both, to which the licensed paralegal practitioner claims he or she is entitled. The panel may not award affirmative relief in the form of damages for injuries underlying any such claim;~~

~~(a)(2) disputes in which entitlement to, and the amount of the fees and/or costs charged or paid to a licensed paralegal practitioner by the client or on the client's behalf, have been determined by court order;~~

~~(a)(3) disputes in which the request for arbitration or mediation is filed more than four years after the licensed paralegal practitioner/client relationship has been terminated, or more than four years after the final billing has been received by the client, or the civil action concerning the disputed amount is barred by the statute of limitations, whichever is later; and~~

~~(a)(4) at the discretion of the executive director or the chair, disputes which are deemed to be administratively burdensome due to either the complexity, the nature or number of the factual and/or legal issues involved or the amount in controversy.~~

~~(b) Mediation to be considered. In those cases where all necessary parties refuse to be bound by arbitration, the chair or his designee will advise the petitioner and the respondent of the option of entering into non-binding mediation. Mediation must be agreed upon by the petitioner, respondent and third parties responsible for payment, if any.~~

Effective November 1, 2018