

~~Rule 15-1108. Relief granted by award; accord and satisfaction application to court; confidentiality; enforceability of award; claims of malpractice.~~

~~(a) If the award determines that the licensed paralegal practitioner is not entitled to any portion of the disputed fee, service of a copy of such award on the licensed paralegal practitioner:~~

~~(a)(1) terminates all claims and interests of the licensed paralegal practitioner against the client with respect to the subject matter of the arbitration;~~

~~(a)(2) terminates all right of the licensed paralegal practitioner to retain possession of any documents, records or other properties of the client pertaining to the subject matter of the arbitration then held under claim of the paralegal practitioner's lien or for other reasons; and~~

~~(a)(3) terminates all right of the licensed paralegal practitioner to oppose the substitution of one or more other licensed paralegal practitioners designated by the client in any pending litigation pertaining to the subject matter of the arbitration.~~

~~(b) If the award determines that the licensed paralegal practitioner is entitled to some portion of his fee, the award shall state the amount to which he or she is entitled and payment of this amount shall:~~

~~(b)(1) constitute a complete accord and satisfaction of all claims of the licensed paralegal practitioner against the client with respect to the subject matter of the arbitration;~~

~~(b)(2) terminate all right of the licensed paralegal practitioner to retain possession of any documents, records or other properties of the client pertaining to the subject matter of the arbitration then held under claim of the licensed paralegal practitioner's lien or for other reasons; and~~

~~(b)(3) terminate all right of the licensed paralegal practitioner to oppose the substitution of one or more other licensed paralegal practitioners designated by the client in place of the licensed paralegal practitioner in any pending litigation pertaining to the subject matter of the arbitration.~~

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

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

~~(e) Claims of malpractice. A decision rendered by the panel regarding a disputed fee generated by the licensed paralegal practitioner/client relationship shall not bar any claim the client may have against the licensed paralegal practitioner for malpractice by the licensed paralegal practitioner in the course of the licensed paralegal practitioner/client relationship.~~

~~Effective November 1, 2018~~