SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-1588-16T1

WEINER LESNIAK LLP, a New Jersey Limited Liability Partnership,

Plaintiff-Respondent,

v.

ATTIA DARWISH and MANSOURA DARWISH,

Defendants-Appellants.

Argued May 21, 2018 – Decided June 4, 2018

Before Judges Ostrer and Firko.

On appeal from Superior Court of New Jersey, Law Division, Morris County, Docket No. L-0370-16.

Mansoura Darwish, appellant, argued the cause pro se.

Owen D. Harnew argued the cause for respondent (Weiner Law Group, LLP, attorneys; Ronald A. Berutti, on the brief).

PER CURIAM

Defendants appeal the granting of summary judgment in favor of plaintiff, their former attorneys, confirming a District Fee

Arbitration Committee decision. We affirm for the reasons set forth in the comprehensive written decision rendered by Judge David H. Ironson on March 17, 2017.[1]

We discern the following facts from the record.

Plaintiff previously represented defendants in certain matters. After non-payment of a $15,974.01 balance, plaintiff served defendants with a fee arbitration notice pursuant to Rule 1:20A-2 which defendants consented to. On March 23, 2015, the District X Fee Arbitration Committee issued an Arbitration Determination in the amount of $10,628.51 in favor of plaintiff. The record reveals that defendants filed a notice of appeal to the Disciplinary Review Board (DRB) pursuant to Rule 1:20A-3(c).

The DRB affirmed the fee arbitration award and dismissed defendants' appeal on May 26, 2015. Payment was not forthcoming and plaintiff filed suit seeking confirmation of the fee arbitration award. Judge Ironson granted plaintiff's motion for summary judgment and concluded that defendants did not present any cognizable defenses.

[1] An Amended Order Granting Summary Judgment was filed on March 17, 2017, to reflect that oral argument was not heard in this matter. The original order mistakenly noted that oral argument was conducted.

On appeal, defendants raise the arguments that the motion judge erred in granting summary judgment and by not permitting discovery.[2]

The grounds for appealing fee arbitration determinations are extremely narrow. Under Rule 1:20A-3(c), no appeal from the determination of a Fee Committee may be taken by the client or the attorney to the DRB except where facts are alleged that:

> (1) any member of the Fee Committee hearing the fee dispute failed to be disqualified in accordance with the standards set forth in R. 1:12-1; or
>
> (2) the Fee Committee failed substantially to comply with the procedural requirements of R. 1:20A, or there was substantial procedural unfairness that led to an unjust result; or
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> (3) there was actual fraud on the part of any member of the Fee Committee; or
>
> (4) there was a palpable mistake of law by the Fee Committee which on its face was gross, unmistakable, or in manifest disregard of the applicable law, which mistake has led to an unjust result.
>
> Ibid.

In this regard, the DRB "shall dismiss the appeal on notice to the parties if it determines that the notice of appeal fails

[2] Defendants reference an arbitration hearing scheduled for December 1, 2016. We surmise from the record that an arbitration notice was administratively sent to the parties pursuant to Rule 4:21A-1 which has no relevance here.

to state a ground for appeal specified in paragraph (c) of [Rule 1:20A-3] or that the affidavit or certification fails to state a factual basis for such ground." R. 1:20A-3(d).

We are constrained to dismiss for lack of jurisdiction. "In any application for the entry of a judgment in accordance with [the fee arbitration] rule, no court shall have jurisdiction to review a fee arbitration committee determination." R. 1:20A-3(e); see also In re LiVolsi, 85 N.J. 576, 601-02, 428 A.2d 1268 (1981) (stating that the purpose of limiting appellate rights from fee arbitration decisions is to control the time and expenses incurred by clients in resolving fee disputes); Linker v. The Company Car Corp., 281 N.J. Super. 579 586, 658 A.2d 1321 (App. Div. 1995) (finding that the Law Division judge was powerless to review a fee arbitration award). Had defendants wanted to retain their full appellate rights, they should have allowed the fee dispute to proceed to court in the usual course. Instead, they surrendered those appellate rights when they opted for binding fee arbitration. See R. 1:20A-2(a) ("A fee arbitration determination is final and binding upon the parties except as provided by R. 1:20A-3(c).")

Judge Ironson properly found that "it is undisputed that an Arbitration Determination was entered by the District Fee Arbitration Committee on [sic] in favor of plaintiff in the amount of $10,628.51."

As determined by Judge Ironson, "the rule now makes clear that the decision of the fee arbitration committee is final and binding on the parties, and that, pursuant to Rule 1:20A-3(c), the Board alone, has appellate jurisdiction in these matters." See Linker v. Co. Car Corp., 28 N.J. Super. 579 (App. Div. 1995). We agree.

As for the remaining arguments presented by defendants not expressly discussed above, they are without sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(A) and (E).

Appeal dismissed.