

**NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION**

This opinion shall not "constitute precedent or be binding upon any court."
Although it is posted on the internet, this opinion is binding only on the
parties in the case and its use in other cases is limited. R. 1:36-3.

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-4887-16T3

THOMAS A. WHELIHAN, ESQUIRE,

Plaintiff-Respondent,

v.

DONNA RAIVELY,

Defendant-Appellant.

Submitted March 12, 2018 – Decided March 15, 2018

Before Judges Ostrer and Rose.

On appeal from Superior Court of New Jersey,
Law Division, Special Civil Part, Cumberland
County, Docket No. DC-001353-17.

Donna Raively, appellant pro se.

The Whelihan Law Firm, LLC, attorneys for
respondent (Thomas A. Whelihan, on the brief).

PER CURIAM

Defendant Donna Raively agreed to arbitrate a dispute over the fee that her attorney, plaintiff Thomas A. Whelihan, sought for legal services rendered. After a hearing, see R. 1:20A-3(b), the District Fee Arbitration Committee entered an award for the

full amount Whelihan sought, \$13,557.60. The Disciplinary Review Board affirmed the award, by dismissing her appeal. See R. 1:20A-3(c). In a subsequent summary action to enforce the award, see R. 1:20A-3(e), Whelihan obtained a judgment in that amount, plus \$75 costs, and interest. Raively appeals from that June 27, 2017 order of judgment, raising various contract defenses to her attorney's fee claim.

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 (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 (App. Div. 1995) (finding that Law Division judge was powerless to review a fee arbitration award). Had plaintiff wanted to retain her full appellate rights, she should have allowed the fee dispute to proceed to court in the usual course. Instead, she surrendered those appellate rights when she 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).").

Appeal dismissed.

I hereby certify that the foregoing
is a true copy of the original on
file in my office.



CLERK OF THE APPELLATE DIVISION