

Resolution #4

Texas Attorney-Client Arbitration Fairness Act

Background

This proposal was inspired by the Allison family inheritance dispute, which was documented in the investigative video "Damn Lawyers" by Houston journalist Wayne Dolcefino. The video highlights concerns raised by the family regarding how attorneys used their legal expertise during a dispute involving the Allison estate. According to the family, attorneys representing Caroline and Richard Allison required them to sign engagement agreements containing arbitration provisions that waived their Seventh Amendment right to a jury trial. Because attorneys possess specialized legal knowledge and experience navigating the legal system, they already have a natural advantage in disputes with clients. When arbitration clauses are embedded in fee agreements without meaningful informed consent, clients may unknowingly sign away fundamental constitutional rights. Advocates cite this case as an example of why additional transparency and independent advice protections are necessary when arbitration provisions appear in attorney-client agreements.

Problem

Many attorney engagement agreements include pre-dispute arbitration clauses that waive a client's right to a jury trial and remove disputes from the public court system. Clients often sign these agreements during periods of emotional or legal stress without fully understanding the rights they are surrendering. Because attorneys understand the legal system far better than their clients, arbitration clauses in fee agreements can create a significant imbalance if the client has not received truly independent legal advice before agreeing to waive constitutional rights.

Solution

Require that any arbitration clause in an attorney-client agreement be entered into with informed consent. Clients must be advised in writing to seek independent legal counsel, be given a reasonable opportunity to consult that counsel, and sign a separate written disclosure acknowledging the rights being waived before arbitration can be enforced.

Formal Resolution

WHEREAS, the attorney-client relationship is fiduciary in nature and requires the highest duty of loyalty and candor;

WHEREAS, clients often lack the legal expertise necessary to fully understand arbitration provisions in fee agreements;

WHEREAS, arbitration clauses may waive the constitutional right to a jury trial and limit transparency and appellate review;

WHEREAS, the State of Texas has a strong interest in ensuring that waivers of fundamental legal rights are made knowingly and voluntarily with informed consent;

NOW, THEREFORE, BE IT RESOLVED that the Republican Party of Texas urges the Texas Legislature to enact the Texas Attorney-Client Arbitration Fairness Act requiring full disclosure, independent legal counsel opportunity, and written informed consent before arbitration provisions can waive a client's right to a jury trial.

BE IT FURTHER RESOLVED that if an attorney fails to obtain written informed consent confirming that the client fully understands the waiver of the right to a jury trial, the fee agreement containing the arbitration clause shall be automatically void and unenforceable.

BE IT FURTHER RESOLVED that any consultation with independent counsel must be obtained independently by the client and may not involve a lawyer recommended, affiliated with, or personally connected to the attorney seeking the arbitration agreement.

Adopted this 7th day of March, 2026, at the Precinct Convention of Precinct # 133 of the Republican Party of Texas.

Submitted by:

Signature:

Date:

Caroline Allison

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