

THE WASHINGTON COUNTY BAR ASSOCIATION
FEE DISPUTE COMMITTEE
RULES FOR PROCESSING AND CONDUCT OF FEE DISPUTE

1. Agreement of Parties: These Rules shall apply whenever both of the parties have agreed to be bound by the findings of fact and decision of an Arbitration Panel of the Fee Dispute Committee of the Washington County Bar Association.
2. Initiation of Proceedings: Cases involving fee disputes shall be initiated by a statement with the Washington County Bar Association Fee Dispute Committee, describing against whom the complaint is being made, what type of law is involved, stating in detail the amount of the fee and why the fee is thought to be inappropriate, including any relevant correspondence such as billing statements, fee agreements, and/or communications.
3. Amount of Fee Disputed: In cases involving an amount up to One Thousand Dollars (\$1,000.00), the Chairman of the Fee Dispute Committee may appoint one (1) member of the Committee to hear/arbitrate the dispute. In all other cases an attempt will be made to have the dispute heard by at least three (3) arbitrators.
4. Notice to the Parties: Upon the filing of a statement involving a fee dispute, the Fee Dispute Committee shall acknowledge receipt of the statement and forward an "Agreement to Arbitrate" to the Complainant (the person making the complaint), and the Respondent (the person against whom the complaint has been made), together with a copy of the complaint, with notice that the arbitration agreement should be returned. The Bar Association should receive a signed Agreement to Arbitrate within fifteen (15) days of the date sent.
5. Form of Agreement to Arbitrate: The "Agreement to Arbitrate" shall be as attached hereto as Exhibit "A".
6. Failure to Agree to Arbitration: If the Respondent against whom a fee dispute has been made refuses to submit to binding arbitration, the Chairman of the Fee Dispute Committee shall advise the Complainant of such refusal and of the possible option of the Complainant proceeding by civil litigation through a district justice or the filing of a civil action in a court of common pleas.
7. Time and Place of Hearing: The Chairman of the Fee Dispute Committee shall, after receipt of the "Agreement to Arbitrate", appoint an Arbitrator or Arbitration Panel, as appropriate, who in turn will fix a time and place of hearing, twenty (20) days' notice of which shall be given. Notice shall be given by U.S. first class mail and certified mail.

8. Representation by Counsel: Any party may be represented at the hearing by counsel, however, it is not mandatory. No member of the Fee Dispute Committee shall represent any party.
9. Attendance at Hearing. Persons having a direct interest in the arbitration are entitled to attend hearings. The Panel may require the retirement of any witness during the testimony of other witnesses. The Arbitration Panel shall determine whether any other person may attend the hearing.
10. Adjournments: Hearings shall be adjourned by the Arbitration Panel only for good cause.
11. Oaths: The Arbitration Panel may require witnesses to testify under oath.
12. No Stenographer Record: There shall be no stenographic record of the proceedings provided by the Committee.
13. Proceedings: The hearing shall be conducted by the Arbitration Panel in whatever manner will most expeditiously permit full presentation of the evidence and the arguments of the parties. Normally, the hearing shall be completed within one session. In unusual circumstances and for good cause shown, the Arbitration Panel may schedule additional hearings.
14. Arbitration in Absence of a Party: The arbitration may proceed in the absence of any party, who, after due notice, fails to be present. A decision shall not be made solely on the default of a party. The Arbitration Panel shall require the attending party to submit supporting evidence.
15. Evidence: The Arbitration Panel shall be the sole judge of the relevancy and materiality of the evidence offered.
16. Evidence by Affidavit and Filing of Documents: The Arbitration Panel may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the Arbitration Panel shall be filed prior to the hearing.
17. Close of Hearings: The Arbitration Panel, upon receipt of all evidence from the parties, shall declare the hearing closed.
18. Waiver of Rules: Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with who fails to state his objections thereto shall be deemed to have waived his right to object.
19. Serving of Notices: Any papers or process necessary or proper for the initiation or continuation of an arbitration under these Rules, including the decision of the

Arbitration Panel, may be served upon such party (a) by mail addressed to such party at their last known address or (b) by personal service.

20. Time of Decision: The award/decision shall be rendered promptly by the Arbitration Panel and, unless otherwise agreed by the parties, no later than ten (10) calendar days from the date of the closing of the hearing.
21. Decision Limitations. The award/decision of the Committee shall be limited to the claims in dispute and in no event shall the decision make an award for any other matter claimed to arise therefrom.
22. Form of Decision: The decision shall be in writing, approved by a majority of the Panel, and shall be signed by the members of the Arbitration Panel.
23. Delivery of Decision to Parties: The award/decision shall be mailed to the parties at his or her or its last known address, or delivered personally to said party.
24. Finality of Decisions: The award/decision of the panel shall be final and there shall be no appeal therefrom.
25. Expenses: The expenses or witnesses shall be paid by the party producing such witnesses.
26. Interpretation: The Arbitration Hearing Panel shall interpret and apply these Rules insofar as they relate to its powers and duties, at the time of and during the hearing. All other interpretation and application of these Rules shall be made by the Chairman of the Fee Dispute Committee of the Washington County Bar Association.

Approved by the Executive Committee _____ *October 15, 2007*

AGREEMENT TO ARBITRATE

The undersigned, intending to be legally bound hereby, agree to submit the above captioned fee dispute to the Fee Dispute Committee of the Washington County Bar Association for arbitration and determination, hereby waiving any objection to the arbitrators who are to determine this matter, and agreeing that the award made shall be binding in accordance with the terms of that award and in accordance with the laws of the Commonwealth of Pennsylvania pertaining to arbitration matters.

In cases involving an amount not in excess of One Thousand Dollars (\$1,000.00), the Chairman of the Fee Dispute Committee may appoint one (1) member of the Committee to hear/arbitrate the dispute. In all other cases, an attempt will be made to have the dispute heard by at least three (3) arbitrators.

Complainant

Complainant

Respondent

THE WASHINGTON COUNTY BAR ASSOCIATION
FEE DISPUTE COMMITTEE
DATA SHEET

The Complainant MUST provide the information requested below and return it with the complaint.

1. List your full name and address, as well as that of the party against whom you are making a fee dispute claim. Be sure to include suite numbers, zip codes, phone and fax number and e-mail addresses.

(Your name and address, as Complainant)

(Other Party, as Respondent)

Day Phone: _____

Day Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

2. Amount of money in dispute: _____

3. Type of legal matter (domestic, criminal, etc.) _____

4. Did you or the Respondent file suit in court or with a district justice with regard to this fee dispute? _____

If yes, give the hearing date and identify who filed the action. _____

I have read and agree to be bound by the Washington County Fee Dispute Committee Rules.

Date:

Signature of Complainant