

# WASHINGTON COUNTY BAR ASSOCIATION

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119 South College Street, Washington, Pennsylvania 15301 ~ [www.washcobar.org](http://www.washcobar.org)  
Phone 724.225.6710 ~ Fax 724.225.8345 ~ E-mail [wcba@washcobar.org](mailto:wcba@washcobar.org)

Enclosed is information about the Washington County Bar Association's Fee Dispute Committee mediation program. Please read the guidelines and complete and return the "Data Sheet" and "Agreement to Arbitrate" forms by email to [wcba@washcobar.org](mailto:wcba@washcobar.org) or by mail to

Washington County Bar Association  
Fee Dispute Committee  
119 S. College St.  
Washington, PA 15301

The Disciplinary Board of the Pennsylvania Supreme Court does not permit the Fee Dispute Committee or the Washington County Bar Association to handle matters related to attorney ethics or professional conduct. To explore whether or not a case such as yours involves disciplinary matters, visit the Pennsylvania Disciplinary Board's website at [www.padisciplinaryboard.org](http://www.padisciplinaryboard.org) or call their Pittsburgh office at 412-565.3173.

WASHINGTON COUNTY BAR ASSOCIATION  
FEE DISPUTE COMMITTEE -- **RULES AND PROCEDURES**

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.

Initiation of Proceedings: Cases involving fee disputes shall be initiated by the submission of a “Data Sheet” to the Washington County Bar Association Fee Dispute Committee, describing against whom the complaint is being made and the nature of the dispute, including any relevant correspondence such as billing statements, fee agreements, and/or communications.

Amount of Fee Disputed: 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. This program will not hear cases where the disputed amount exceeds the current jurisdictional amount handled by Pennsylvania Magisterial District Justices

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.

Form of Agreement to Arbitrate: The “Agreement to Arbitrate” shall be as attached hereto as Exhibit “A”.

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.

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.

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.

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.

Adjournments: Hearings shall be adjourned by the Arbitration Panel only for good cause.

Oaths: The Arbitration Panel may require witnesses to testify under oath.

No Stenographer Record: There shall be no stenographic record of the proceedings provided by the Committee.

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.

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.

Evidence: The Arbitration Panel shall be the sole judge of the relevancy and materiality of the evidence offered.

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.

Close of Hearings: The Arbitration Panel, upon receipt of all evidence from the parties, shall declare the hearing closed.

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.

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.

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.

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.

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.

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.

Finality of Decisions: The award/decision of the panel shall be final and there shall be no appeal therefrom.

Expenses: The expenses or witnesses shall be paid by the party producing such witnesses.

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 January 9, 2024.*

WASHINGTON COUNTY BAR ASSOCIATION  
FEE DISPUTE COMMITTEE – **AGREEMENT TO ARBITRATE**

The Washington County Bar Association (WCBA) Fee Dispute Committee offers free mediation services to help clients and lawyers resolve their disputes quickly and confidentially. Mediation is an information and confidential process which enables parties to resolve disputes with the assistance of a mediator, a neutral and impartial third party.

Disputes are mediated by a member of the Washington County Bar Association Fee Dispute Committee. This member, the Fee Dispute Committee, and the Washington County Bar Association have no power to decide issues involving ethical matters or professional conduct; such matters are within the exclusive jurisdiction of the Disciplinary Board of the Supreme Court of Pennsylvania. It is Disciplinary Board policy that allegations of excessive fees charged are initially referred to county bar Fee Dispute Committees for resolution.

Participation in mediation is voluntary. Either party may withdraw from the process at any time for any reason.

The undersigned, intending to be legally bound hereby, agree to participate in the Fee Dispute Committee program 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.

- I am the client in this fee dispute
- I agree to participate in the WCBA Fee Dispute Committee mediation program

Client Printed Name \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

*FOR WCBA USE ONLY: Client's Signed Agreement received (date): \_\_\_\_\_*

- I am the attorney in this fee dispute
- I agree to participate in the WCBA Fee Dispute Committee mediation program

Attorney Printed Name \_\_\_\_\_

Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_

*FOR WCBA USE ONLY: Attorney's Signed Agreement received (date): \_\_\_\_\_*

Submit the signed/dated Agreement to Arbitrate and the signed/dated Data Sheet and any attachments by email to [wcbawashcobar.org](mailto:wcbawashcobar.org) or by US Mail to WCBA Fee Dispute Committee, 119 South College Street, Washington, PA 15301. Questions? 724-225-6710.

WASHINGTON COUNTY BAR ASSOCIATION  
FEE DISPUTE COMMITTEE -- **DATA SHEET**

The Complainant/Client MUST provide all information requested below.

1. My name is \_\_\_\_\_ and I received legal services from a lawyer who practices in Washington County, Pennsylvania.

2. My contact information is as follows:

Mailing Address \_\_\_\_\_

Cellphone \_\_\_\_\_ Other Phone \_\_\_\_\_

Email \_\_\_\_\_

3. I received legal services from the following lawyer: \_\_\_\_\_

4. I hired this lawyer on the following date (month/year): \_\_\_\_\_

5. I have a written Fee Agreement with this lawyer:  YES  NO

If you do have a written Fee Agreement, attach a COPY (not the original) to this Data Sheet

6. The total amount that I paid the lawyer was \$ \_\_\_\_\_

If you have receipts or cancelled checks, please attach COPIES.

OR, I did not pay a legal fee in advance, as the lawyer and I agreed that I would only owe a fee if I received funds from a settlement or court order (i.e., a contingency fee).

7. The amount of the fee is dispute is \$ \_\_\_\_\_

8. My dispute about the legal fee is as follows (you may attach additional pages if needed):

BY SIGNING BELOW, I ACKNOWLEDGE that I have read and agree to be bound by the Rules and Procedures of the WCBA Fee Dispute Committee Program; I hereby expressly WAIVE any attorney-client privilege as to the attorney named in this petition as to the subject of this fee dispute; and I hereby AUTHORIZE the named lawyer to reveal any and all information disclosed during our professional relationship, including confidential or privileged information, to the WCBA Fee Dispute Committee and its program administrator and any appointed mediator/arbitrator(s).

**Complainant/Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Submit the signed/dated Data Sheet and any attachments and the signed/dated Agreement to Arbitrate by email to [wcba@washcobar.org](mailto:wcba@washcobar.org) or by US Mail to WCBA Fee Dispute Committee, 119 South College Street, Washington, PA 15301. Questions? 724-225-6710.

*FOR WCBA USE ONLY: Signed Data Sheet received on (date):* \_\_\_\_\_