



PHILADELPHIA BAR ASSOCIATION

Dear Petitioner:

The purpose of the Fee Disputes Committee is to resolve disagreements about fees between clients and attorneys, out of court and free of charge. The Lawyer-Client Fee Dispute Resolution Program offers two methods to help clients and attorneys resolve their disagreements. Those two methods are mediation and arbitration. The persons appointed as Arbitrators and Mediators do not represent either party to the dispute. If a party wishes to obtain legal advice regarding a claim, the party should seek the advice of counsel.

If you and the responding party choose mediation only, an impartial mediator would act as a facilitator, assisting you and the responding party in negotiating a settlement. The mediator does not issue a decision or force a compromise. Rather, you and the responding party will be encouraged to modify your positions in order to settle the dispute. If a settlement is reached, the involvement of the Fee Disputes Committee is concluded.

If you and the responding party choose arbitration only, the case will be decided by a sole arbitrator or panel of arbitrators, depending upon the amount of money in dispute. An informal hearing will be held and both you and the responding party will have the opportunity to testify and present evidence. The decision will be binding. This means that the award is final and may not be appealed to any court of law.

If you and the responding party choose both mediation and arbitration, the case will be assigned to an impartial mediator. If an agreement is reached, the matter is concluded. If an agreement is not reached, the dispute is assigned to a sole arbitrator or panel of arbitrators for an informal hearing and final binding decision.

If the responding party does not agree to either mediation or binding arbitration, the Committee will close the case. The Fee Disputes Committee does not have any legal authority to require a responding party to participate in this program. If the responding party does not agree to participate, you may wish to pursue your remedies at law.

Please note that the responding party is free to make a counterclaim against you involving the same fee dispute.

Enclosed are forms and instructions for your use in beginning the fee dispute process. If you have any questions, I may be reached at 215-238-6326 or cklitsch@philabar.org.

Sincerely,

Charles J. Klitsch

Charles J. Klitsch, Esq.

Director of Public and Legal Services

INSTRUCTIONS

Enclosed are the following three forms: Fee Dispute Petition, Agreement to Submit to Common Law Arbitration and Agreement to Proceed to Mediation. In order to begin the fee dispute process you must at minimum send a completed Fee Dispute Petition and either a completed and signed Agreement to Submit to Common Law Arbitration or a completed and signed Agreement to Proceed to Mediation, or both, to this office.

Please be sure to respond fully to each question on the Petition. Failure to provide adequate answers will result in a rejection of your Petition. Attach a copy of all documents you feel are relevant to the dispute.

The Fee Disputes Committee will send a copy of your documents to the responding party. The responding party will be asked to file an Answer to your Petition and to sign the Agreement(s).

The Fee Disputes Committee does not have the authority to require any party to agree to either mediation or binding arbitration. If the responding party does not cooperate, you may wish to pursue your remedies at law.

You may bring an attorney or other person to the hearing for assistance.

Fee Disputes generally take from four to six months to complete. In order to avoid unnecessary delay, it is essential that the forms be completed properly and that they are emailed to cklitsch@philabar.org. If email is not an option, the originals may be mailed to:

Fee Disputes Committee
Philadelphia Bar Association
1101 Market Street, 11th Floor
Philadelphia, PA 19107

If you have questions, you may contact Charles J. Klitsch, Esquire at 215-238-6326 or cklitsch@philabar.org.

**PHILADELPHIA BAR ASSOCIATION
FEE DISPUTES COMMITTEE**

AGREEMENT TO PROCEED TO MEDIATION

This Agreement to Proceed to Mediation is entered into by and between

_____ (the "LAWYER") and

_____ (the "CLIENT").

WHEREAS, a Dispute has arisen between LAWYER and CLIENT on the amount of legal fees the LAWYER is entitled to receive from the CLIENT,

NOW, THEREFORE, LAWYER and CLIENT acknowledge that they have received the Rules of the Lawyer-Client Fee Dispute Resolution Program.

LAWYER and CLIENT expressly agree that the Philadelphia Bar Association, the Administrator, the Mediator and the Arbitrator(s), and their respective employees, employers, partners and agents, shall not be liable for any injury or damage caused in whole or in part by any act, any failure to act or any omission, including any negligent act, any negligent failure to act or any negligent omission, in connection with or arising out of any Mediation or Arbitration under the Program.

LAWYER and CLIENT expressly agree to mediate their Dispute by submitting to the Rules of the Lawyer-Client Fee Dispute Resolution Program of the Philadelphia Bar Association.

LAWYER and CLIENT intend to be legally bound by this agreement.

Client's Signature Date _____
Client's Signature Date

Lawyer's Signature Date _____
Lawyer's Signature Date

**PHILADELPHIA BAR ASSOCIATION
FEE DISPUTES COMMITTEE**

AGREEMENT TO SUBMIT TO COMMON LAW ARBITRATION

This Agreement to Submit to Common Law Arbitration is entered into by and between

_____ (the "LAWYER") and

_____ (the "CLIENT").

WHEREAS, A Dispute has arisen between LAWYER and CLIENT on the amount of legal fees LAWYER is entitled to receive from CLIENT,

NOW, THEREFORE, LAWYER and CLIENT acknowledge that they have received the Rules of the Lawyer-Client Fee Dispute Resolution Program.

LAWYER and CLIENT expressly agree that the Philadelphia Bar Association, the Administrator, the Mediator and the Arbitrator(s), and their respective employees, employers, partners and agents, shall not be liable for any injury or damage caused in whole or in part by any act, any failure to act or any omission, including any negligent act, any negligent failure to act or any negligent omission, in connection with or arising out of any Mediation or Arbitration under the Program.

LAWYER and CLIENT expressly agree to submit the Dispute to Common Law Arbitration by submitting to the rules of the Lawyer-Client Fee Dispute Resolution Program and the following:

- (a) That the Award of the Committee shall be final and binding and shall have the force and effect of a verdict by jury.
- (b) That a judgment may be entered on the Award on application of a party made more than 30 days after an Award is made by the Committee under 42 Pa. C.S. Section 7341 (relating to common law arbitration).
- (c) On such application on the Award in any Court of competent jurisdiction, the Court shall enter an Order confirming the Award and shall enter a judgment or decree in conformity with the Order under 42 Pa. C.S. Section 7342 (b) (relating to confirmation and judgment).

LAWYER and CLIENT intend to be legally bound by this agreement.

_____	_____	_____	_____
Client's Signature	Date	Client's Signature	Date
_____	_____	_____	_____
Lawyer's Signature	Date	Lawyer's Signature	Date

**PHILADELPHIA BAR ASSOCIATION
LAWYER-CLIENT FEE DISPUTE PETITION**

DIRECTIONS: If you are filing a fee dispute as a client, you must have been the person who has received the legal services of the lawyer. You may not file a fee dispute petition if you paid legal fees on behalf of another person. **Please answer all of the following questions completely.** Failure to answer all questions will delay the processing of your claim.

1. Client Information:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone # Mobile: _____ Home/Work: _____

Fax: _____ E-mail: _____

2. Lawyer Information:

Name: _____

Firm Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone # Office: _____ Mobile: _____

Fax: _____ E-mail: _____

3. Was the client referred to the lawyer by the Lawyer Referral and Information Service of the Philadelphia Bar Association?

Yes: _____ No: _____

4. Please state the type of case handled by the lawyer. (Examples: Criminal, Bankruptcy, Divorce, Personal Injury, Contract)

5. When did the client hire the lawyer? Month: _____ Year: _____
6. Has the case been completed? If yes, please state the date when services were completed. If no, please explain.
7. What was the amount of the fee charged?
8. Has the fee been paid? Please state how much money has been paid to the lawyer.
9.
 - a. Did you pay the lawyer, or did someone else pay the lawyer on your behalf?
 - b. If someone else paid the fee, please state their name, address, email address, telephone number and relation to you.
10. If applicable, how much money are you seeking from the other party?
11. Did you have a written fee agreement? If yes, please attach a copy of the fee agreement or other information to show the existence of a fee agreement.
12.
 - a. If you will appear at an Arbitration or Mediation and have a representative, please state the name, address, email address and telephone number of your representative.
 - b. If you are incarcerated or otherwise unable to appear at an Arbitration or Mediation, please state the name, address, email address and telephone number of your representative.
13. Please state, in specific detail, the nature of your complaint regarding the fee. If more space is needed, attach additional pages.