

SAN GABRIEL VALLEY LAWYER REFERRAL SERVICE

1175 East Garvey Avenue, Suite 105 ♦ Covina, California 91724-3618
(626) 966-5530 ♦ (626) 442-6973 ♦ (909) 599-3847 ♦ Fax (626) 915-4755

PETITION TO ARBITRATE A FEE DISPUTE

(Client – Attorney Petition)

California state law requires that attorneys submit disputes with clients concerning fees to arbitration. The San Gabriel Valley Lawyer Referral Service (SGVLRs) maintains a Mandatory Fee Arbitration Committee, which will hear and decide such fee disputes (including disputes concerning amount of fees and/or costs and improper billing). The Mandatory Fee Arbitration Committee cannot hear or decide disputes concerning court-ordered attorneys' fees or costs.

The Mandatory Fee Arbitration Committee does not hear or decide issues concerning malpractice or ethical disputes. Evidence relating to claims of malpractice or professional misconduct may be admissible in fee arbitration proceeding only to the extent that those claims bear upon the issues of fees or costs to which the attorney is entitled.

To commence mandatory fee arbitration proceedings, please complete this form. Provide all requested information. Omission of any required information may cause delay in processing your petition. Petitions which are unsigned, undated or not accompanied by the proper filing fee will not be processed.

Before submitting this petition, clients are urged to request an itemized statement of services rendered and costs incurred from the attorney and to discuss the statement with the attorney. This petition should only be filed if an agreement resolving the fee dispute cannot be achieved

PLEASE TYPE OR PRINT LEGIBLY

1. Petitioner – Client

Please provide the following information concerning Client:

Name:	Day Telephone: Eve Telephone:
Street:	Facsimile:
City:	State: Zip:

2. Written Fee Agreement

- YES, Client signed a written fee agreement (retainer agreement, engagement agreement). If Client is currently in possession of any such agreement, attach a copy to this petition.
- NO, Client did not sign any such written fee agreement.
- UNKNOWN. Client does not know if any such written fee agreement was prepared or signed. Client is not currently in possession of any writing such as a written fee agreement.

3. *Petitioner Client's Arbitration Attorney*

Clients may represent themselves in arbitration proceedings. Since arbitration proceedings are similar to court trials, Client may wish to seek the advice of an attorney concerning the fee arbitration or may wish to be represented by an attorney in these proceedings. If an attorney in these proceeding will represent Client, please provide the following information concerning that attorney:

Name of Attorney:	
Name of Law Firm:	Day Telephone: Eve Telephone:
Street:	Facsimile:
City:	State: Zip:

4. *Respondent-Attorney*

Please provide the following information concerning the attorney who is the subject of the fee dispute:

Name of Attorney:	
Name of Law Firm:	Day Telephone: Eve Telephone:
Street:	Facsimile:
City:	State: Zip:

If attorney is a member of a law firm, please provide the name of the individual attorney whom you believe is the "responsible" attorney in this fee dispute. For example, the "responsible" attorney may be the attorney to whom you paid a retainer or fees or costs, the attorney who rendered legal services, or the attorney supervising the legal matter, which resulted in this fee dispute. If you believe more than one attorney is the "responsible" attorney, please list all attorneys:

Name of Individual Attorney:	SBN:
Name of Individual Attorney:	SBN:
Name of Individual Attorney:	SBN:

5. *Referral Service*

- YES, the San Gabriel Valley Lawyer Referral Service (SGVLRs) referred Client to attorney.
- NO, Client was not referred to Attorney by (SGVLRs).

6. Pending Lawsuit or Arbitration

- YES, Attorney has filed a lawsuit or another arbitration proceeding against Client to recover fees, which are the subject of this SGVLRs fee arbitration proceeding.
- NO, Attorney has not filed such a lawsuit or arbitration proceeding against Client or Client is not aware of any such lawsuit or arbitration proceeding.

CLIENT CAUTION: A lawsuit filed by an attorney to recover fees which are the subject of a pending SGVLRs fee arbitration proceedings or an arbitration proceeding filed by an attorney with another arbitration program may be postponed during the pendency of SGVLRs arbitration proceedings. The lawsuit or arbitration will not be automatically postponed upon filing of this petition with SGVLRs. Client must properly file a Notice of Stay of Proceedings in the court where the lawsuit is pending or with the other arbitration program in order to postpone the lawsuit or arbitration. Client may lose the right to arbitrate this fee dispute if the Notice of Stay of Proceedings is not properly filed with the court or other arbitration proceeding. SGVLRs does not file the Notice of Stay of Proceedings under any circumstance. Upon request, SGVLRs will provide client with a form Notice of Stay of Proceedings that Client may complete and file with the court or other arbitration proceeding.

7. Notice of Arbitration Rights

- YES, Client received a Notice of Client's Right to Arbitration or any other written notice informing Client of Client's fee arbitration rights. If Client is currently in possession of any such notice, attach a copy of the notice and proof of service, if any, to this petition.
- NO, Client received no such notice informing Client of Client's fee arbitration rights.

CLIENT CAUTION: Client will lose Client's right to arbitrate this fee dispute before SGVLRs if Client:

Fails to properly file a Petition to Arbitrate a Fee Dispute with SGVLRs within thirty (30) days from receipt of Notice of Client's Right to Arbitration, or

Files an answer to any complaint filed in court by attorney for collection of attorney's fees or costs which are the subject of the fee dispute after Client receives a Notice of Client's Right to Arbitration, or

Files a reply, answer or other responsive paper to any petition filed by attorney with any other arbitration program or organization for collection of attorney's fees or costs which are the subject of the fee dispute after Client receives a Notice of Client's Right to Arbitration, or

Files any pleadings or papers in court or with any other arbitration program or organization seeking a court or other arbitration program resolution of the fee dispute, or seeking any affirmative relief against attorney for damages or otherwise based upon alleged legal malpractice, professional negligence or professional misconduct.

8. Description of Fee Dispute

On a separate sheet of paper, please provide a description of the fee dispute. Please provide enough information to make it understandable to someone without your knowledge or understanding of the circumstances of the dispute. Attorney will be requested to respond to the petition and will also submit a description of the dispute.

9. Amount in Dispute – Filing Fee

The filing fee for this Petition to Arbitrate a Fee Dispute is based upon the total amount in dispute. The total “amount in dispute” is the amount of unpaid fees and costs which Attorney is seeking to collect from Client plus the total amount of any fees and costs which Client previously paid and believes were not earned by Attorney and which should be refunded to Client.

Enter the total amount billed by Attorney to date..... \$

Enter the total amount paid to Attorney to date..... \$

Enter the total **amount in dispute** (this may include fees and costs already paid and fees/costs outstanding) \$

The filing fee shall be \$100 plus 5% of the amount in dispute when the total amount in dispute is less than \$5,000, or \$100 plus 6% of the amount in dispute when the total amount in dispute is less than but not more than \$10,000, or \$100 plus 7% of the amount in dispute when the total amount in dispute is more than \$10,000.

The total **filing fee** for purposes of this fee arbitration is... \$

10. Type of Legal Matter

Please check one box, which best describes the type of legal matter, which became the subject of this fee dispute.

- | | | |
|---------------------------------------------------|----------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Administrative | <input type="checkbox"/> Child Custody (Family Law) | <input type="checkbox"/> State and Local welfare |
| <input type="checkbox"/> Adoptions | <input type="checkbox"/> Family Law | |
| <input type="checkbox"/> Business Bankruptcy | <input type="checkbox"/> Insurance | <input type="checkbox"/> Other (please specify): |
| <input type="checkbox"/> Civil Appellate | <input type="checkbox"/> Juvenile | |
| <input type="checkbox"/> Corporate and Business | <input type="checkbox"/> Labor and Employment | |
| <input type="checkbox"/> Consumer | <input type="checkbox"/> Medical Malpractice | |
| <input type="checkbox"/> Criminal | <input type="checkbox"/> Personal Injury Property Damage | |
| <input type="checkbox"/> Wills, Trust and Estates | <input type="checkbox"/> Real Property | |
| <input type="checkbox"/> Federal Law | <input type="checkbox"/> Social Security | |
| <input type="checkbox"/> Housing | <input type="checkbox"/> Taxation | |

11. Effect of Arbitration

Advisory Arbitration: If either Client or Attorney is not satisfied with the arbitration award (the decision of the Arbitrator(s)), then Client or Attorney may petition the court hearing (a trial de novo) within thirty (30) days from the date that the arbitration award is mailed to Client and Attorney. If either party does petition for a court hearing within the thirty (30) day period, the Advisory Arbitration Award will be without legal effect. **CAUTION:** Advisory arbitration becomes **final and binding** on all parties thirty (30) days after the date the arbitration award is mailed to Client and to

Attorney *unless* a petition is properly filed in court prior to the expiration of the thirty (30) day period.

Binding Arbitration: If both Client and Attorney agree that the arbitration may proceed as Binding Arbitration, then the Arbitration Award becomes immediately final and no further proceedings, no court hearing or appeal are permitted. If Client and Attorney do not both agree to Binding Arbitration, the proceedings will be Advisory Arbitration.

Client agrees to Binding Arbitration or Advisory Arbitration.

12. Number of Arbitrators

If the amount in dispute is less than \$5,000.00, the matter will be assigned to one (1) Arbitrator.

If the amount in dispute is less than \$10,000.00 and the parties have not agreed to Binding Arbitration, the matter will be assigned to one (1) Arbitrator.

If the amount in dispute is \$10,000.00 or more, the matter will be assigned to a panel of three (3) Arbitrators (at least one of whom will be a non- attorney) unless the parties agree to have the matter heard by one (1) arbitrator.

Client agrees to One (1) Arbitrator or Three (3) Arbitrators.

13. Type of Arbitrators

If the legal matter, which resulted in the fee dispute, was a civil matter, Client may elect to have at least one (1) Arbitrator whose area of practice is civil be assigned as an Arbitrator in the fee dispute arbitration. If the legal matter which resulted in the fee dispute was a criminal matter, Client may elect to have at least one (1) Arbitrator whose area of practice is criminal be assigned as an Arbitrator in the fee dispute arbitration.

Client wants one (1) Arbitrator assigned with civil law experience, or criminal law experience, or client has no preference in the assignment of Arbitrator experience.

14. Client- Attorney Relationship

I hereby stipulate and agree that the SGVLRS has authority and jurisdiction to decide the issue of whether an attorney-client relationship (or other legal basis for an award of fees) existed between the parties to this fee dispute. The SGVLRS MFA Committee is only empowered to hear disputes over fees and costs in matters where there is an actual attorney-client relationship or other legal basis for the payment of fees and costs for professional services rendered.

Client Caution: Please note that if you do not check this option box, the SGVLRS Mandatory Fee Arbitration Committee pursuant to Rule 4(1) of the SGVLRS Rules of Procedure may not process your petition for Mandatory Fee Arbitration.

15. Refunds

In no event will SGVLRS refund arbitration filing fees if the parties have not settled their fee dispute and properly notified SGVLRS in writing. In each filed matter, \$75.00 will be retained as a non-refundable administrative fee regardless of disposition. If the matter has not been assigned to an Arbitrator or Arbitrator panel and if proper written notice is given to SGVLRS, seventy-five percent (75%) of the filing fee will be refunded. If the matter has been assigned and no hearing has been scheduled, fifty percent (50%) of the filing fee will be refunded. If the matter has been scheduled for hearing, twenty-five percent (25%) of the filing fee will be refunded provided that proper written notice is given to SGVLRS and to the Arbitrator(s) at least five (5) business days prior to the first scheduled hearing date. There will be no filing fee refunds if request is made in any manner after five (5) days prior to the first scheduled hearing date.

16. SGVLRS Staff

California state law prohibits any person who is not a licensed attorney from giving any legal advice or counsel. There are no attorneys on the SGVLRS Staff. No SGVLRS staff member is permitted to give any legal advice, counsel or opinion concerning any matter-fee disputes, fee dispute arbitrations or collection of arbitration awards. The function of the SGVLRS staff is to process this petition and related fee arbitration paperwork.

17. Basis of Arbitrator Awards

In general, Arbitrators are to decide whether the services provided by an attorney were necessary and whether the fees charged for services were reasonable. Factors which may be considered when making an arbitration award (a decision) include, but are not limited to: the nature of the fee arrangement, the reasonable value of the attorney's services, the experience of the attorney, the complexity of the legal matter, the diligence of the attorney in pursuing the legal matter, and the result obtained.

18. Starting the Fee Arbitration

To commence fee arbitration proceedings, Client must:

- i. Complete and personally sign the original Petition to Arbitrate a Fee Dispute
- ii. Unless Client has previously agreed in writing to fee arbitration and a signed copy of the agreement is attached, obtain Client's signature on the original petition.
- iii. Return the original and three (3) copies of the Petition to Arbitrate a Fee Dispute and all attachments to the San Gabriel Valley Lawyer Referral Service at the following address:

San Gabriel Valley Lawyer Referral Service
1175 E. Garvey Avenue
Covina, California 91724-3618

- iv. Send a copy of the petition and all attachments to Client and if known, their attorney. The petition and attachments may be sent to Client by first class mail or Attorney may arrange to have all documents personally served on Client.
- v. Enclose the proper filing fee with the original petition. Do not send cash. Checks should be made payable to "San Gabriel Valley Lawyer Referral Service."

By signing this *Petition to Arbitrate a Fee Dispute*, I certify that I have a read and understand this petition and the Rules of Procedure for Mandatory Fee Arbitration. Prior to filing this petition, I attempted to resolve this fee dispute to the best of my ability. I hereby declare that the fact, circumstances and information recited herein are true and correct. For purposes of this fee arbitration proceeding, I understand and agree that the Arbitrator hearing this fee arbitration dispute shall not have jurisdiction to award any party to this arbitration attorney's fees or costs of arbitration.

Prior to filing this *Petition to Arbitrate a Fee Dispute*, I mailed a copy of this petition and all attachments by first class mail or have served a copy on Client at Client's address set forth at Section 3 and their attorney, if known.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

CLIENT'S SIGNATURE

DATE PETITION SIGNED

ADDITONAL SIGNATURE (if more than one Petitioner)

DATE PETITION SIGNED