

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 program, 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 program 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 proceedings 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 and Zip Code:	E-Mail Address:

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 and Zip Code:	E-Mail Address:

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 and Zip Code:	E-Mail Address:

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 proceeding, or an arbitration proceeding filed by an attorney with another arbitration program, may be postponed during the pendency of SGVLRs' arbitration proceeding. 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 of 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 the 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 \$5,000 or more, but less than \$10,000, or \$100 plus 7% of the amount in dispute when the total amount in dispute is \$10,000 or more. The maximum filing fee is \$4,000.

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 for a 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, after the fee dispute arises, then the Arbitration Award becomes immediately final and no further proceedings, 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 \$25,000 or less, the matter will be assigned to one (1) Arbitrator.

If the amount in dispute is more than \$25,000, 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 program 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 program, pursuant to Rule 10-1 of the SGVLRs Rules and Regulations, may not process your petition for Mandatory Fee Arbitration.

15. Refunds

- a. The Program will retain a \$50 non-refundable fee on all cases filed. No refund is available for filing fees of \$50 or less.
- b. If a case closes prior to the assignment of an arbitrator or panel, the Arbitration Program shall retain 50% of the total filing fee, with a \$50 minimum.
- c. In cases closed after the assignment of an arbitrator or panel, and written Notice is received at least ten (10) days prior to the date of the scheduled hearing, the Program shall retain 75% of the total filing fee, with a \$50 minimum.
- d. After arbitrator or hearing panel assignment, and less than ten (10) days before the hearing, there shall be no refund of filing fees.
- e. If an arbitration hearing has commenced, no refund will be made.

Any request for a refund of the filing fee, or portion thereof, must be received by the Program within 90 days after the case is closed.

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, i.e. 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:

- a. Complete and personally sign the original Petition to Arbitrate a Fee Dispute.
- b. 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, Suite 105
Covina, California 91724-3618

- c. 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 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.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge.

CLIENT'S SIGNATURE

DATE PETITION SIGNED

ADDITIONAL SIGNATURE (if more than one Petitioner)

DATE PETITION SIGNED