

Dayton Bar Association

Fee Arbitration Committee
109 N. Main St., Ste. 600
Dayton, OH 45402-1129
(937) 222-7902



CLIENT INFORMATION

Please type or print legibly

Your Name:		
Address:		
City:	State:	Zip:
Daytime Phone Number:		Email:

ATTORNEY INFORMATION

Attorney Name:		
Address:		
City:	State:	Zip:
Phone Number:		

Type of case involved (e.g. domestic, criminal, traffic, personal injury, etc.):
Did you have a written agreement concerning attorney fees? Yes _____ No _____ (If so, please attach a copy.)
What was your understanding of how fees would be determined? (e.g. hourly, flat fee for a specific service, contingent)
Are you claiming that a refund is due? _____ If so, how much? \$ _____
Is the attorney claiming you owe him or her money? _____ If so, how much? \$ _____ (Please attach a bill, if you have one.)
If you agree that you owe the lawyer something, but dispute the amount, how much do you feel you owe? \$ _____
How much do you dispute? \$ _____
How much did you pay the lawyer altogether on this case? \$ _____

On a separate sheet, please state briefly but specifically why you feel you don't owe the bill or are entitled to a refund.

Return to: Dayton Bar Association, 109 N. Main St., Ste. 600, Dayton, OH 45402

Signature

AGREEMENT TO ARBITRATE LEGAL FEE DISPUTE

The undersigned, _____, client has a dispute with respect to legal fees charged to the client by _____, attorney for legal services.

The undersigned acknowledges receipt of a copy of the DAYTON BAR ASSOCIATION RULES AND REGULATIONS FOR BINDING ARBITRATION OF CLIENT- ATTORNEY FEE DISPUTES, and hereby agree that the dispute shall be arbitrated in accordance with these Rules and Regulations and that an award shall be made in Montgomery County, Ohio.

This Agreement shall become effective 21 days after the attorney has been notified that the client in the legal fee dispute has signed and delivered to the Dayton Bar Association this Agreement. Thereafter, the dispute shall be arbitrated by members of the Dayton Bar Association Committee for Resolution of Fee Disputes and Law Firm Dissolutions and Withdrawals.

Any party to this legal fee dispute arbitration may be represented by counsel, if the party so chooses.

It is further agreed that, with the exception of the award itself, all records, documents, files, proceedings, and hearings pertaining to the matter at issue shall not be open to the public or any person not involved in the dispute and that the entire proceeding shall be treated as confidential, unless otherwise agreed in writing by all parties, and that the arbitrator(s) and the Dayton Bar Association shall have the same common-law immunity from civil suit or claim in connection with the arbitration proceeding as a judicial officer or body would enjoy in a court proceeding.

The undersigned agrees to cooperate fully in good faith to exchange information and comply with the aforementioned Rules and Regulations, which are incorporated as material conditions of this Agreement; and the undersigned understands and agrees that the arbitration award made pursuant to this Agreement shall be binding, and that each party shall comply with such award within ten (10) days after service of a copy, and that such award shall be enforceable pursuant to the provisions of Chapter 2711 of the Ohio Revised Code.

UNDERSTOOD AND AGREED:

Date

Client