

**THE ALLEGHENY COUNTY BAR ASSOCIATION  
SPECIAL FEE DETERMINATION COMMITTEE**

**Rules for Processing and Conduct of Fee Disputes**

1. **AGREEMENT OF PARTIES** – These Rules shall apply whenever both of the parties have agreed to be bound by the findings of facts and decision of an Arbitration Panel of the Special Fee Determination Committee of The Allegheny County Bar Association.
2. **INITIATION OF PROCEEDINGS** – Cases involving fee disputes shall be initiated by a statement with The Allegheny County Bar Association's Special Fee Determination Committee, describing against whom the complaint is being made, what type of law is involved, stating in detail the amount of the fee and why the fee is thought to be inappropriate, including any relevant correspondence such as billing statements, fee agreements, and/or communications.
3. **AMOUNT OF FEE DISPUTED** – In cases involving an amount not in excess of \$5,000.00, the Chairman of the Special Fee Determination 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 two (2) or three (3) arbitrators.
4. **NOTICE TO THE PARTIES** – Upon the filing of a statement involving a fee dispute, the Special Fee Determination Committee shall acknowledge receipt of the statement and forward an "Agreement to Arbitrate" form 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. Signed agreements to arbitrate should be received by Bar Association Headquarters within 10 days of the date sent.
5. **FORM OF AGREEMENT TO ARBITRATE** – The "Agreement to Arbitrate" shall be as follows:

**AGREEMENT TO ARBITRATE**

The undersigned, intending to be legally bound hereby, agree to submit the above captioned fee dispute to the Special Fee Determination Committee of The Allegheny 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.

In cases involving an amount not in excess of \$5000.00, the Chairman of the Special Fee Determination 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 two (2) or three (3) arbitrators.

**For Example Only - Do Not Complete!**

\_\_\_\_\_   
Complainant(s)

\_\_\_\_\_   
Respondent(s)

6. **FAILURE TO AGREE TO ARBITRATION** – If the Respondent against whom a fee dispute has been initiated refuses to submit to binding arbitration the fee dispute committee will be unable to assist. Your other options are to file your claim with a District Magistrate or in the Court of Common Pleas.
7. **TIME AND PLACE OF HEARING** – The Chairman of the Special Fee Determination Committee shall, after receipt of the "Agreements to Arbitrate", appoint an Arbitration Panel and schedule a time and place of hearing, not less than thirty (30) days following the receipt of the last "Agreement to Arbitrate". Seven (7) days notice of scheduled hearing shall be given. Notice shall be given by mail or by personal service.
8. **REPRESENTATION BY COUNSEL** – Any party may be represented at the hearing by counsel, however, it is not mandatory. No member of the Special Fee Determination Committee shall represent any party.
9. **ATTENDANCE AT HEARINGS** – 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.
10. **ADJOURNMENTS** – Hearings shall be adjourned by the Arbitration panel only for good cause.
11. **OATHS** – The Arbitration Panel may require witnesses to testify under oath.
12. **NO STENOGRAPHER RECORD** – There shall be no stenographic record of the proceedings provided by the Committee.
13. **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.
14. **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.
15. **EVIDENCE** – The Arbitration Panel shall be the sole judge of the relevancy and materiality of the evidence offered.
16. **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.
17. **CLOSE OF HEARINGS** – The Arbitration Panel, upon receipt of all evidences from the parties, shall declare the hearing closed.
18. **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 and who fails to state his objections thereto shall be deemed to have waived his right to object.

19. **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 its last known location, or (b) by personal service.
20. **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.
21. **WITHDRAW OF CONSENT TO ARBITRATE** – After arbitration hearing has commenced, no party will be permitted to withdraw his or her consent to arbitrate. This includes, but is not limited to, during the actual arbitration hearing, or following the close of the hearing but prior to the rendering of a decision by the Panel within the above-mentioned ten-day time period.
22. **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.
23. **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.
24. **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.
25. **FINALITY OF DECISIONS** – The award/decision of the panel shall be final and there shall be no appeal therefrom.
26. **EXPENSES** – The expense of witnesses shall be paid by the party producing such witnesses.
27. **INTERPRETATION OF & APPLICATION OF THESE RULES** – 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 Special Fee Determination Committee of The Allegheny County Bar Association.