



## About *the program*

The Columbus Bar Association offers, at no cost to participants, a fee arbitration program as a means of settling fee disputes between attorneys and clients. Before arbitration can be considered, the parties must first have made a good-faith attempt to settle the dispute between themselves. Fee arbitration will not resolve allegations of malpractice or violations of professional ethics.

If you are interested in participating in the Fee Arbitration Program, complete the enclosed forms and return them to the Columbus Bar Association in the envelope provided.



**Columbus Bar Association**  
175 S. Third St., Suite 1100  
Columbus, OH 43215

*Columbus Bar Association*  
**FEE ARBITRATION PROGRAM**

.....  
THE COLUMBUS BAR ASSOCIATION  
.....

*Dispute  
Resolution*

## FEE ARBITRATION PROGRAM



# Columbus Bar Association

## How much does it *cost*?

There is no cost to participants.

## Where are *hearings* located?

All hearings are conducted at the Columbus Bar Association located at 175 S. 3rd St., Suite 1100, Columbus, OH 43215.

## Who can *request* arbitration?

Either a client or an attorney.

## Who is *required* to arbitrate a fee dispute?

A client is **not** required to arbitrate a fee dispute. **Attorneys are required** by the Rules for the Government of the Bar of the Supreme Court of Ohio (Rule V 4[G]) to cooperate, if requested to do so.

## What should I *bring* to the hearing?

The hearings are designed to be informal. Each party may bring with them any witnesses or documents that might prove helpful in resolving the dispute. This may include:

- A contract
- Receipts of other proof of payments already made
- Letters or other communications

## What is the *process* for scheduling the fee arbitration?

The Columbus Bar Association will send both parties a copy of the Rules & Bylaws along with the Agreement to Arbitrate Fees. As soon as the parties sign and return the Agreement, the CBA will schedule the hearing and notify the parties of the date and time of the arbitration hearing. The CBA will make every reasonable effort to accommodate the schedules of the parties and the selected arbitrators. The arbitrations generally take place 2-3 months after the request to arbitrate is initiated.

# Fee Arbitration Program

## How are *arbitrators* selected?

It depends on the amount in dispute.

- 1 arbitrator:** Five Thousand Dollars (\$5,000) or less
- 2 arbitrators:** More than Five Thousand Dollars (\$5,000) but less than Fifty Thousand Dollars (\$50,000)
- 3 arbitrators:** Fifty Thousand Dollars (\$50,000) or more

## Who is on the hearing *panel*?

Each panel consists of at least one attorney arbitrator, unless otherwise agreed by the parties involved. Where a panel of two or more arbitrators is appointed, every attempt will be made to include at least one non-attorney on the panel. Unless the parties otherwise agree, the panel will have no advance information about the dispute, other than the names of the parties involved to allow them to conduct conflict checks.

## Can I file for a fee arbitration to get my attorney to pay for the damage caused by his/her

### *mistake*?

No. Our arbitrators can only consider the amount of work completed and the rate charged. They cannot charge or penalize an attorney for damages caused by mistakes or neglect. If you believe your attorney committed malpractice which caused you harm, you should consider consulting with a malpractice attorney about the possibility of filing a lawsuit against the attorney.

## What *happens* at the hearing?

The attorney will offer evidence followed by the client. There will be an opportunity for each party to offer evidence by way of rebuttal. The Arbitrator(s) will not be bound by the strict rules of evidence or procedure.

# Frequently Asked Questions

## Can the hearing be *recorded*?

The CBA will not record the hearing. A party, however, may elect to arrange for recording at his/her own expense.

## How *long* is the arbitration hearing?

In most cases, less than 2 hours.

## What is the *outcome* of the hearing?

The award made in the proceeding will be in writing and signed by all arbitrators. The award letter will be mailed to both parties, generally on the business day following the arbitration. Within 10 (ten) days of the decision, the parties must comply with the Arbitration Award.

The decision is **binding** according to Chapter 2711 of the Ohio Revised Code.

## How do I *sign up*?

If interested, complete the enclosed forms and return them to the Columbus Bar Association in the envelope provided.

## Disclaimer:

The information in this brochure is general in nature and not intended to give specific advice for an individual legal problem.





COLUMBUS BAR ASSOCIATION

# Fee Arbitration Request Form

For CBA Use Only:  
 Received: \_\_\_\_\_  
 Case #: \_\_\_\_\_

## 1. Client Information

## Attorney Information

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Numbers (work, cell)

\_\_\_\_\_  
Telephone Numbers

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
E-mail Address

2. What type of legal matter is this (domestic, criminal, probate, personal injury, etc.): \_\_\_\_\_
3. Time period during which attorney represented client: \_\_\_\_\_
4. Attempts made to resolve this fee dispute: \_\_\_\_\_  
\_\_\_\_\_
5. Did you sign a written fee agreement/contract: \_\_\_\_\_ (If so, please provide a copy, but **not** the original.)
6. What was your understanding of how fees would be determined (flat fee, hourly, contingency, etc.):  
\_\_\_\_\_
7. What fees have been paid to the attorney: \_\_\_\_\_
8. What fees are still claimed by the attorney: \_\_\_\_\_
9. Amount in dispute between the parties: \_\_\_\_\_
10. Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Party Requesting Fee Arbitration

Please select one:     I am the client                       I am the client's representative                       I am the attorney



COLUMBUS BAR ASSOCIATION

### AGREEMENT TO ARBITRATE FEES

The undersigned, \_\_\_\_\_, client and the undersigned, \_\_\_\_\_, attorney At Law, have a dispute with respect to the fees due the attorney, from the client for legal services regarding the following matter:

The amount in dispute is \_\_\_\_\_.

The undersigned acknowledge receipt of the copy of the Rules and Regulations of the Fee Arbitration Committee of the Columbus Bar Association with respect to the arbitration of fee disputes and acknowledge receipt of the names of the persons who compose the Committee. They hereby agree that their dispute will be arbitrated in accordance with these rules and Regulations. This Agreement will become effective if and when the client and attorney each sign and deliver to the Columbus Bar Association this Agreement or a copy thereof. Thereafter, the dispute will be arbitrated by members of the Committee appointed by the Chairperson in accordance with the Rules and Regulations. Either party may be represented by counsel in the arbitration proceedings if they so choose.

Under the Rules, each party may object to up to three (3) members of the Fee Arbitration Committee. Those committee members will not be assigned to the fee arbitration. A party may not claim a broad objection to every member of the committee who is not an attorney.

**Objections, if any, must be stated below or will be deemed to be waived:**

**Attorney's list of Committee Members objected to:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**Client's list of Committee Members objected to:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

The undersigned agree that this fee arbitration will be held and the award made in Franklin County, Ohio, and that the undersigned will accept as binding and will comply with any award that may be made by the arbitrator(s) within ten (10) days after the undersigned receives a copy of such award. Any such award will be enforced under the provision of Chapter 2711 of the Ohio Revised Code WITH LEGAL FEES AND COSTS AWARDED TO THE PREVAILING PARTY SHOULD THE ARBITRATION AWARD BE REDUCED TO JUDGMENT.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Requesting Parties Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responding Parties Signature



COLUMBUS BAR ASSOCIATION

## FEE ARBITRATION COMMITTEE ROSTER

Marshall Barnes II

Paul Bloomfield

Carolyn T. Christy

Alphonse P. Cincione, Esq.

Theresa Conti

Joseph R. Cook, Esq.

Dan L. Cvetanovich, Esq.

Gary J. Gottfried, Esq.

Terri B. Gregori, Esq.

Jeffrey A. Grossman, Esq.

Patricia Hairston

Stephanie Hightower

Frederick M. Isaac, Esq.

Tahlman Krumm, Jr.

Thomas R. McGrath, Esq.

Keith McNamara, Esq.

James E. Melle, Esq.

John Milliken

Judith D. Moss, Esq.

William C. Moul, Esq.

Dennis R. Newman, Esq.

Adam Rinehart, Esq.

Harvey M. Samuels, Esq.

Susan B. Schnitz, CPA

Lianne Santellani Sefcovic, Esq.

James P. Seguin, Esq.

Alan Wayne Sheppard, Esq.

Cathy J. Smith

Beatrice K. Sowald, Esq.

Nancy L. Sponseller, Esq.

Sue A. Wetzel, Esq.

Roger T. Whitaker, Esq.

Barry H. Wolinetz, Esq.

R. Douglas Wrightsel, Esq.