

FEE DISPUTE RESOLUTION PROGRAM

PETITION

OSB Case No. _____

Petitioner*: _____

Mailing Address: _____

Phone #: _____ Cell #: _____

E-mail: _____

VS

Respondent*: _____

Mailing Address: _____

Phone #: _____ Cell #: _____

E-mail: _____

*Petitioner means the client or attorney requesting mediation/arbitration.

*Respondent is the client or attorney responding to the request

PLEASE Answer the questions to the best of your ability.

1. Was one of the following programs used: (check one):

Modest Means Program OSB Lawyer Referral Service Neither

2. What type of case (ex. Divorce, Landlord Tenant, Probate, Personal Injury)?

3. Was there a Fee Agreement? Yes No

If yes what type: (if written please provide copy)

- Hourly
- Fixed or Flat
- Contingency
- Other (describe) _____

FEE DISPUTE RESOLUTION PROGRAM

Agreement to Mediate

OSB Case No. _____

Petitioner and Respondent (the “parties”) hereby agree to submit their fee dispute to the Oregon State Bar Fee Dispute Resolution Program for mediation. The parties agree that they are correctly named parties to the dispute. The parties also agree that they are either (1) a lawyer or law firm who provided legal services to a named party, (2) a lawyer or law firm who provided legal services to a named party’s client, or (3) a client who received legal services from a named party.

Fee Dispute Resolution Rules. Each party agrees that the mediation will be subject to the Oregon State Bar Fee Dispute Resolution Rules located at <http://www.osbar.org/feedisputeresolution>. The parties agree that they have reviewed the Rules prior to signing this agreement.

Confidentiality. The parties acknowledge that although mediation communications are generally confidential, ORS 36.220, by participating in mediation, they are agreeing to some exceptions to this confidentiality. These exceptions relate to mandatory reporting of child and elder abuse.

Entity Representative. If either party to this agreement is a corporation, partnership, association or other entity, the person signing on behalf of that party warrants that he or she is duly authorized to enter into this agreement on behalf of the party. This agreement shall not be binding until signed by or on behalf of both parties.

(Please sign below)

Petitioner’s Signature

Date (mm/dd/yyyy)

Name (print) _____

Title (if any) _____

Respondent’s Signature

Date (mm/dd/yyyy)

Name (print) _____

Title (if any) _____

FEE DISPUTE RESOLUTION PROGRAM

Agreement to Arbitrate

OSB Case No. _____

Petitioner and Respondent (the “parties”) hereby agree to submit their fee dispute to the Oregon State Bar Fee Dispute Resolution Program for binding arbitration. The parties agree that they are correctly named parties to the dispute. The parties also agree that they are either (1) a lawyer or law firm who provided legal services to a named party, (2) a lawyer or law firm who provided legal services to a named party’s client, or (3) a client who received legal services from a named party.

Fee Dispute Resolution Rules. Each party agrees that the arbitration is subject to the Oregon State Bar Fee Dispute Resolution Rules located at <http://www.osbar.org/feedisputeresolution>. The parties agree that they have reviewed the Rules prior to signing this agreement.

Confidentiality. The parties acknowledge that although the arbitration is not a public proceeding and arbitration records shall not be subject to public disclosure, unless all parties to the arbitration agree otherwise. Arbitration records may be disclosed under the limited circumstances outlined in Section 10 of the Oregon State Bar Fee Dispute Resolution Rules.

Binding Award. The arbitration award shall be binding upon the parties, subject to the remedies available under ORS 36.705 and 36.710. The parties acknowledge that this arbitration shall not be governed by or subject to ORS 36.600 to 36.740, except as expressly provided in the Fee Dispute Resolution Rules, and the parties hereby waive those requirements to the extent permitted by ORS 36.615. Each party agrees to pay promptly any amount determined by the arbitration. The award may be confirmed by the court and a judgment entered thereon pursuant to ORS 36.700.

Entity Representation. If either party to this agreement is a corporation, partnership, association or other entity, the person signing on behalf of that party warrants that he or she is duly authorized to enter into this agreement on behalf of the party. This agreement shall not be binding until signed by or on behalf of both parties.

(Please sign below)

Petitioner’s Signature

 Date (mm/dd/yyyy)

Name (print) _____

Title (if any) _____

Respondent’s Signature

 Date (mm/dd/yyyy)

Name (print) _____

Title (if any) _____