

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) _____

Please return all paperwork to: OSB Fee Dispute Resolution Program, PO Box 231935, Tigard, OR 97281

For questions call (503) 431-6334 or (800) 452-8260 x334

4. How much was charged? \$ _____

5. How much was paid? \$ _____

6. Did the attorney-client relationship end? Yes No

7. How much of the fees are in dispute? \$ _____

8. Have you discussed the fee dispute with the attorney/client? Yes No

9. Is there a Small Claims or Circuit Court case pending regarding these fees? Yes No

If yes provide case number _____

10. Has the matter been turned over to a Collection Agency? Yes No

11. Is there a bankruptcy case pending? Yes No

12. Is there a malpractice case pending? Yes No

13. Are you represented by an attorney for this fee dispute? Yes No

If yes, please list name of attorney. _____

Why are the fees in dispute? Be specific. Please type, write legibly, or attach a letter of explanation.

(If additional space is needed please attach separate pages.)

attach additional pages

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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 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) _____

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, and attorney ethical misconduct under Oregon RPC 8.3. The OSB Fee Dispute Resolution Rules provide the OSB Client Assistance Office or OSB Disciplinary Office may review materials submitted to the mediator or General Counsel at any time. In addition, participants agree that lawyer mediators are required to inform the OSB Client Assistance Office, when then know, based on information obtained in the course of a proceeding, that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to the lawyer’s honesty, trustworthiness, or fitness as a lawyer in other respects.

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
Name (print) _____
Title (if any) _____

Date (mm/dd/yyyy)

Respondent’s Signature
Name (print) _____
Title (if any) _____

Date (mm/dd/yyyy)