

Purpose of Mandatory Fee Arbitration

The purpose of the San Gabriel Valley Lawyer Referral Service Mandatory Fee Arbitration Program is to resolve fee disputes between clients and attorneys. Clients and attorneys have the opportunity for a neutral arbitrator to decide the appropriate amount of attorney's fees through an informal, low cost proceeding.

An attorney/client fee dispute can be arbitrated if the attorney has an office in San Gabriel Valley, or the majority of services were rendered in San Gabriel Valley.

If you believe you have a fee dispute with a San Gabriel Valley attorney, you may contact the San Gabriel Valley Lawyer Referral Service at (626) 966-5530 or by email.

SAN GABRIEL VALLEY LAWYER REFERRAL SERVICE

1175 East Garvey Avenue, Suite 105 ◊ Covina, California 91724-3618
(626) 966-5530 ◊ (626) 442-6973 ◊ (909) 599-3847 ◊ Fax (626) 915-4755
Email: sgvlrs@earthlink.net ◊ Website <http://www.sgvlawyer.org>

INSTRUCTIONS FOR COMPLETING NOTICE OF STAY OF PROCEEDINGS

If an attorney has filed a lawsuit against you to collect attorney's fees, the lawsuit will be stayed (postponed) if you properly complete certain steps and initiate mandatory fee arbitration proceedings.

Step 1

The lawsuit will be stayed (postponed) if and only if you:

- (1) Timely complete and properly file a *Petition to Arbitrate a Fee Dispute* with the San Gabriel Valley Lawyer Referral Service (SGVLRS) Mandatory Fee Arbitration; and,
- (2) Timely serve a copy of the *Petition to Arbitrate a Fee Dispute* and all attachments by sending it to the attorney first class mail postage prepaid or by having the petition and all attachments personally served on the attorney in the manner prescribed by law.

A *Petition to Arbitrate a Fee Dispute* may be obtained from SGVLRS. Instructions for completing and filing the petition are contained in the petition. Do not attempt to file the petition with the court. For instructions concerning personal service, refer to the Code of Civil Procedure.

Step 2

After the *Petition to Arbitrate a Fee Dispute* has been properly filed with the SGVLRS and properly served on the attorney:

- (3) Complete the accompanying *Notice of Stay Proceedings*.
- (4) Attach a copy of the completed *Petition to Arbitrate a Fee Dispute* to the *Notice of Stay of Proceedings*.
- (5) File the *Notice of Stay of Proceedings* (with attached petition) with the court where the lawsuit is pending. Ascertain and comply with any additional local court rules.
- (6) Serve the attorney with a copy of the *Notice of Stay of Proceedings* (with attached petition) by sending it to the attorney first class mail postage prepaid or by having it personally served on the attorney in the manner prescribed by law.

Step 3

File the original Proof of Serve with the court and send a copy of the Proof of Service and a copy of the *Notice of Stay of Proceedings*, which you have filed with the court, to SGVLRS Mandatory Fee Arbitration.

**San Gabriel Valley Lawyer Referral Service
Rules of Procedure for
Mandatory Fee Arbitration**

1. Introduction

The San Gabriel Valley Referral Service (“SGVLRS”) Mandatory Fee Arbitration (“MFA”) Committee arbitrates disputes between attorneys and clients concerning the costs and fees charged for an attorney’s professional services. The arbitration proceedings are conducted under the Mandatory fee Arbitration Program (“Program”) according to these Rules of Procedure (“Rules”).

These Rules are intended to implement the mandatory fee arbitration provisions set forth in Business and Professions Code Sections 6200-6206 and the State Bar’s Guidelines and Minimum Standards for the Operation of Mandatory Fee Arbitration Programs.

A. Purpose

The purpose of the SGVLRS MFA Program is to provide for a fair, speedy and impartial hearing and determination of fee disputes between attorneys and clients.

B. Chairperson(s) of the MFA Committee

The SGVLRS President shall appoint MFA Committee Chair(s) who shall exercise the powers and bear the responsibilities set forth in these Rules as may be necessary to carry out the functions of the MFA program. Included in these powers is the determination of all questions of interpretation of these Rules and of procedure there under at any stage of the proceedings. With the consent of the SGVLRS President, the MFA Committee Chair(s) may appoint in an MFA Advisory Committee.

C. Arbitrators

The membership of the MFA Committee for the Program shall be composed of both attorney arbitrators and non-attorney arbitrators.

Attorney Arbitrators:

Attorney arbitrators shall be members in good standing of the State Bar of California and the SGVLRS, and in the opinion of the SGVLRS possess the qualifications and characteristics necessary to function effectively as fair and impartial arbitrators.

Non-Attorney Arbitrators:

Non-Attorney Arbitrators shall be individuals who have not been licensed to practice law or otherwise affiliated with the legal profession and who in the

opinion of the SGVLRS possess the qualifications and characteristics necessary to function effectively as fair and impartial arbitrators.

D. SGVLRS Staff

The executive Director of the SGVLRS is the administrator of the Program.

2. Notice of Client's Right to Arbitrate

- A. Prior to or at the time of filing any court action or commencing any other proceeding through another arbitration organization against a client for the recovery of fees, an attorney must serve by first class mail, or have a process server deliver to the client the State Bar approved "Notice of Client's Right to Arbitrate" form [Bus. & Prof. Code Section 6201 (a)].
- B. The client has thirty (30) days from receipt of the above-reference notice to request arbitration of the fee dispute by filing a completed PETITION TO ARBITRATE A FEE DISPUTE form with the Program administrator accompanied by the proper filing fee. The client waives the right to arbitrate if the client fails to request for arbitration within the thirty (30) day period.
- C. If the "Notice of Client's Right to Arbitrate" form is not accompanied by a proof of service when it is received by the client or any other questionable circumstance should arise regarding the receipt such notice, the MFA Committee has the authority to determine jurisdiction based on the evidence presented.

3. Court and other Fee Arbitration Proceedings

Any action or other proceeding shall be automatically stayed upon the filing service of a request for mandatory fee arbitration or in the event the parties have otherwise consented to mandatory fee arbitration under this Program. [Bus. & Prof. Code Section 6201 (c).]

4. Determination of Jurisdiction

The MFA Committee has the authority to determine jurisdiction and shall decline to act if it determines a lack of jurisdiction.

- A. Jurisdiction will normally be accepted if:
 - (1) at least one of the attorneys involved in the dispute has an office in Los Angeles County; or
 - (2) at least one of the attorneys involved in the dispute maintained an office in Los Angeles County at the time the services were performed; or

- (3) a substantial amount of the legal services were performed in Los Angeles County; or
- (4) arbitration is not available at the local County Bar association in the County where the attorney practices and the client resides in Los Angeles County; or
- (5) arbitration is available with the local County Bar Association in the County where the attorney practices but both parties, for good cause, desire to arbitrate the matter in Los Angeles County and the local County Bar Association agrees to transfer jurisdiction to the SGVLRs.

- B. The MFA Committee will not hear or settle disputes in which a client seeks relief for damages on the basis of alleged malpractice or professional misconduct. The MFA Committee cannot hear or rule on any counter-claim for damages.

Evidence relating to claims of malpractice and professional misconduct shall be admissible only to the extent that those claims bear the fees, costs, or both, to which the attorney may be entitled, as provided in Bus. & Prof. Code Section 6203(a). [See Rule 20(D).]

- C. The MDA Committee has no jurisdiction over fees that are fixed by court order, the order of an administrative agency, or by statute.
- D. Disputes where the request for arbitration is made by a person who is not the client of the attorney are not subject to arbitration. However, if the person who is responsible for the legal fees and/or costs is not the client of the attorney, the request for arbitration shall be made by the client and shall include the non-client(s) as a party, and the arbitration request shall be signed by all such parties.
- E. The MFA Committee is only empowered to hear disputes over fees and costs in matters where there is an actual attorney-client relationship or other legal basis for the payment of fees and costs for professional services rendered. If the question of whether an attorney-client relationship (or other legal basis for the payment of fees and costs) exists between the parties is an issue in dispute, the MFA Committee will only proceed if the party contesting the relationship stipulated that the Committee may hear and decide that issue.
- F. Unless the client has agreed in writing to arbitration of all disputes concerning fees, costs or both, arbitration shall be voluntary for the client and shall be mandatory for an attorney if commenced by a client. [Bus. & Prof. Section 6200 (c).]
- G. The MFA Committee will only have jurisdiction over a dispute initiated by an attorney when all parties to the dispute have previously agreed in writing to arbitration of all disputes regarding fees, or sign a stipulation to that effect.

- H. In a matter where the fee agreement provides for a contingent fee, the Committee usually cannot hear the dispute until the underlying matter has concluded.
- I. Subject to appropriate review, the MFA Committee Chair has discretion to decline to exercise the jurisdiction of the SGVLRs over any fee or cost dispute. Where jurisdiction is declined, the parties will be notified promptly of their right to proceed with fee arbitration before the State Bar of California, if applicable.
- J. Neither the MFA Committee Chair nor any participant on the MFA Advisory Committee shall represent any party in any matter arbitrated by the SGVLRs.

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PETITION TO ARBITRATE A FEE DISPUTE

(Client – Attorney Petition)

California state law requires that attorneys submit disputes with clients concerning fees to arbitration. The San Gabriel Valley Lawyer Referral Service (SGVLRs) maintains a Mandatory Fee Arbitration Committee, which will hear and decide such fee disputes (including disputes concerning amount of fees and/or costs and improper billing). The Mandatory Fee Arbitration Committee cannot hear or decide disputes concerning court-ordered attorneys' fees or costs.

The Mandatory Fee Arbitration Committee does not hear or decide issues concerning malpractice or ethical disputes. Evidence relating to claims of malpractice or professional misconduct may be admissible in fee arbitration proceeding only to the extent that those claims bear upon the issues of fees or costs to which the attorney is entitled.

To commence mandatory fee arbitration proceedings, please complete this form. Provide all requested information. Omission of any required information may cause delay in processing your petition. Petitions which are unsigned, undated or not accompanied by the proper filing fee will not be processed.

Before submitting this petition, clients are urged to request an itemized statement of services rendered and costs incurred from the attorney and to discuss the statement with the attorney. This petition should only be filed if an agreement resolving the fee dispute cannot be achieved

PLEASE TYPE OR PRINT LEGIBLY

1. Petitioner – Client

Please provide the following information concerning Client:

Name:	Day Telephone: Eve Telephone:
Street:	Facsimile:
City:	State: Zip:

2. Written Fee Agreement

- YES, Client signed a written fee agreement (retainer agreement, engagement agreement). If Client is currently in possession of any such agreement, attach a copy to this petition.
- NO, Client did not sign any such written fee agreement.
- UNKNOWN. Client does not know if any such written fee agreement was prepared or signed. Client is not currently in possession of any writing such as a written fee agreement.

3. *Petitioner Client's Arbitration Attorney*

Clients may represent themselves in arbitration proceedings. Since arbitration proceedings are similar to court trials, Client may wish to seek the advice of an attorney concerning the fee arbitration or may wish to be represented by an attorney in these proceedings. If an attorney in these proceeding will represent Client, please provide the following information concerning that attorney:

Name of Attorney:	
Name of Law Firm:	Day Telephone: Eve Telephone:
Street:	Facsimile:
City:	State: Zip:

4. *Respondent-Attorney*

Please provide the following information concerning the attorney who is the subject of the fee dispute:

Name of Attorney:	
Name of Law Firm:	Day Telephone: Eve Telephone:
Street:	Facsimile:
City:	State: Zip:

If attorney is a member of a law firm, please provide the name of the individual attorney whom you believe is the "responsible" attorney in this fee dispute. For example, the "responsible" attorney may be the attorney to whom you paid a retainer or fees or costs, the attorney who rendered legal services, or the attorney supervising the legal matter, which resulted in this fee dispute. If you believe more than one attorney is the "responsible" attorney, please list all attorneys:

Name of Individual Attorney:	SBN:
Name of Individual Attorney:	SBN:
Name of Individual Attorney:	SBN:

5. *Referral Service*

- YES, the San Gabriel Valley Lawyer Referral Service (SGVLRs) referred Client to attorney.
- NO, Client was not referred to Attorney by (SGVLRs).

6. Pending Lawsuit or Arbitration

- YES, Attorney has filed a lawsuit or another arbitration proceeding against Client to recover fees, which are the subject of this SGVLRs fee arbitration proceeding.
- NO, Attorney has not filed such a lawsuit or arbitration proceeding against Client or Client is not aware of any such lawsuit or arbitration proceeding.

CLIENT CAUTION: A lawsuit filed by an attorney to recover fees which are the subject of a pending SGVLRs fee arbitration proceedings or an arbitration proceeding filed by an attorney with another arbitration program may be postponed during the pendency of SGVLRs arbitration proceedings. The lawsuit or arbitration will not be automatically postponed upon filing of this petition with SGVLRs. Client must properly file a Notice of Stay of Proceedings in the court where the lawsuit is pending or with the other arbitration program in order to postpone the lawsuit or arbitration. Client may lose the right to arbitrate this fee dispute if the Notice of Stay of Proceedings is not properly filed with the court or other arbitration proceeding. SGVLRs does not file the Notice of Stay of Proceedings under any circumstance. Upon request, SGVLRs will provide client with a form Notice of Stay of Proceedings that Client may complete and file with the court or other arbitration proceeding.

7. Notice of Arbitration Rights

- YES, Client received a Notice of Client's Right to Arbitration or any other written notice informing Client of Client's fee arbitration rights. If Client is currently in possession of any such notice, attach a copy of the notice and proof of service, if any, to this petition.
- NO, Client received no such notice informing Client of Client's fee arbitration rights.

CLIENT CAUTION: Client will lose Client's right to arbitrate this fee dispute before SGVLRs if Client:

 Fails to properly file a Petition to Arbitrate a Fee Dispute with SGVLRs within thirty (30) days from receipt of Notice of Client's Right to Arbitration, or

 Files an answer to any complaint filed in court by attorney for collection of attorney's fees or costs which are the subject of the fee dispute after Client receives a Notice of Client's Right to Arbitration, or

 Files a reply, answer or other responsive paper to any petition filed by attorney with any other arbitration program or organization for collection of attorney's fees or costs which are the subject of the fee dispute after Client receives a Notice of Client's Right to Arbitration, or

 Files any pleadings or papers in court or with any other arbitration program or organization seeking a court or other arbitration program resolution of the fee dispute, or seeking any affirmative relief against attorney for damages or otherwise based upon alleged legal malpractice, professional negligence or professional misconduct.

8. Description of Fee Dispute

On a separate sheet of paper, please provide a description of the fee dispute. Please provide enough information to make it understandable to someone without your knowledge or understanding of the circumstances of the dispute. Attorney will be requested to respond to the petition and will also submit a description of the dispute.

9. Amount in Dispute – Filing Fee

The filing fee for this Petition to Arbitrate a Fee Dispute is based upon the total amount in dispute. The total “amount in dispute” is the amount of unpaid fees and costs which Attorney is seeking to collect from Client plus the total amount of any fees and costs which Client previously paid and believes were not earned by Attorney and which should be refunded to Client.

Enter the total amount billed by Attorney to date..... \$

Enter the total amount paid to Attorney to date..... \$

Enter the total **amount in dispute** (this may include fees and costs already paid and fees/costs outstanding) \$

The filing fee shall be \$100 plus 5% of the amount in dispute when the total amount in dispute is less than \$5,000, or \$100 plus 6% of the amount in dispute when the total amount in dispute is less than but not more than \$10,000, or \$100 plus 7% of the amount in dispute when the total amount in dispute is more than \$10,000.

The total **filing fee** for purposes of this fee arbitration is... \$

10. Type of Legal Matter

Please check one box, which best describes the type of legal matter, which became the subject of this fee dispute.

- | | | |
|---|--|--|
| <input type="checkbox"/> Administrative | <input type="checkbox"/> Child Custody (Family Law) | <input type="checkbox"/> State and Local welfare |
| <input type="checkbox"/> Adoptions | <input type="checkbox"/> Family Law | |
| <input type="checkbox"/> Business Bankruptcy | <input type="checkbox"/> Insurance | <input type="checkbox"/> Other (please specify): |
| <input type="checkbox"/> Civil Appellate | <input type="checkbox"/> Juvenile | |
| <input type="checkbox"/> Corporate and Business | <input type="checkbox"/> Labor and Employment | |
| <input type="checkbox"/> Consumer | <input type="checkbox"/> Medical Malpractice | |
| <input type="checkbox"/> Criminal | <input type="checkbox"/> Personal Injury Property Damage | |
| <input type="checkbox"/> Wills, Trust and Estates | <input type="checkbox"/> Real Property | |
| <input type="checkbox"/> Federal Law | <input type="checkbox"/> Social Security | |
| <input type="checkbox"/> Housing | <input type="checkbox"/> Taxation | |

11. Effect of Arbitration

Advisory Arbitration: If either Client or Attorney is not satisfied with the arbitration award (the decision of the Arbitrator(s)), then Client or Attorney may petition the court hearing (a trial de novo) within thirty (30) days from the date that the arbitration award is mailed to Client and Attorney. If either party does petition for a court hearing within the thirty (30) day period, the Advisory Arbitration Award will be without legal effect. **CAUTION:** Advisory arbitration becomes **final and binding** on all parties thirty (30) days after the date the arbitration award is mailed to Client and to

Attorney *unless* a petition is properly filed in court prior to the expiration of the thirty (30) day period.

Binding Arbitration: If both Client and Attorney agree that the arbitration may proceed as Binding Arbitration, then the Arbitration Award becomes immediately final and no further proceedings, no court hearing or appeal are permitted. If Client and Attorney do not both agree to Binding Arbitration, the proceedings will be Advisory Arbitration.

Client agrees to Binding Arbitration or Advisory Arbitration.

12. Number of Arbitrators

If the amount in dispute is less than \$5,000.00, the matter will be assigned to one (1) Arbitrator.

If the amount in dispute is less than \$10,000.00 and the parties have not agreed to Binding Arbitration, the matter will be assigned to one (1) Arbitrator.

If the amount in dispute is \$10,000.00 or more, the matter will be assigned to a panel of three (3) Arbitrators (at least one of whom will be a non- attorney) unless the parties agree to have the matter heard by one (1) arbitrator.

Client agrees to One (1) Arbitrator or Three (3) Arbitrators.

13. Type of Arbitrators

If the legal matter, which resulted in the fee dispute, was a civil matter, Client may elect to have at least one (1) Arbitrator whose area of practice is civil be assigned as an Arbitrator in the fee dispute arbitration. If the legal matter which resulted in the fee dispute was a criminal matter, Client may elect to have at least one (1) Arbitrator whose area of practice is criminal be assigned as an Arbitrator in the fee dispute arbitration.

Client wants one (1) Arbitrator assigned with civil law experience, or criminal law experience, or client has no preference in the assignment of Arbitrator experience.

14. Client- Attorney Relationship

I hereby stipulate and agree that the SGVLRS has authority and jurisdiction to decide the issue of whether an attorney-client relationship (or other legal basis for an award of fees) existed between the parties to this fee dispute. The SGVLRS MFA Committee is only empowered to hear disputes over fees and costs in matters where there is an actual attorney-client relationship or other legal basis for the payment of fees and costs for professional services rendered.

Client Caution: Please note that if you do not check this option box, the SGVLRS Mandatory Fee Arbitration Committee pursuant to Rule 4(1) of the SGVLRS Rules of Procedure may not process your petition for Mandatory Fee Arbitration.

15. Refunds

In no event will SGVLRS refund arbitration filing fees if the parties have not settled their fee dispute and properly notified SGVLRS in writing. In each filed matter, \$75.00 will be retained as a non-refundable administrative fee regardless of disposition. If the matter has not been assigned to an Arbitrator or Arbitrator panel and if proper written notice is given to SGVLRS, seventy-five percent (75%) of the filing fee will be refunded. If the matter has been assigned and no hearing has been scheduled, fifty percent (50%) of the filing fee will be refunded. If the matter has been scheduled for hearing, twenty-five percent (25%) of the filing fee will be refunded provided that proper written notice is given to SGVLRS and to the Arbitrator(s) at least five (5) business days prior to the first scheduled hearing date. There will be no filing fee refunds if request is made in any manner after five (5) days prior to the first scheduled hearing date.

16. SGVLRS Staff

California state law prohibits any person who is not a licensed attorney from giving any legal advice or counsel. There are no attorneys on the SGVLRS Staff. No SGVLRS staff member is permitted to give any legal advice, counsel or opinion concerning any matter-fee disputes, fee dispute arbitrations or collection of arbitration awards. The function of the SGVLRS staff is to process this petition and related fee arbitration paperwork.

17. Basis of Arbitrator Awards

In general, Arbitrators are to decide whether the services provided by an attorney were necessary and whether the fees charged for services were reasonable. Factors which may be considered when making an arbitration award (a decision) include, but are not limited to: the nature of the fee arrangement, the reasonable value of the attorney's services, the experience of the attorney, the complexity of the legal matter, the diligence of the attorney in pursuing the legal matter, and the result obtained.

18. Starting the Fee Arbitration

To commence fee arbitration proceedings, Client must:

- i. Complete and personally sign the original Petition to Arbitrate a Fee Dispute
- ii. Unless Client has previously agreed in writing to fee arbitration and a signed copy of the agreement is attached, obtain Client's signature on the original petition.
- iii. Return the original and three (3) copies of the Petition to Arbitrate a Fee Dispute and all attachments to the San Gabriel Valley Lawyer Referral Service at the following address:

San Gabriel Valley Lawyer Referral Service
1175 E. Garvey Avenue
Covina, California 91724-3618

- iv. Send a copy of the petition and all attachments to Client and if known, their attorney. The petition and attachments may be sent to Client by first class mail or Attorney may arrange to have all documents personally served on Client.
- v. Enclose the proper filing fee with the original petition. Do not send cash. Checks should be made payable to "San Gabriel Valley Lawyer Referral Service."

By signing this *Petition to Arbitrate a Fee Dispute*, I certify that I have a read and understand this petition and the Rules of Procedure for Mandatory Fee Arbitration. Prior to filing this petition, I attempted to resolve this fee dispute to the best of my ability. I hereby declare that the fact, circumstances and information recited herein are true and correct. For purposes of this fee arbitration proceeding, I understand and agree that the Arbitrator hearing this fee arbitration dispute shall not have jurisdiction to award any party to this arbitration attorney's fees or costs of arbitration.

Prior to filing this *Petition to Arbitrate a Fee Dispute*, I mailed a copy of this petition and all attachments by first class mail or have served a copy on Client at Client's address set forth at Section 3 and their attorney, if known.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

CLIENT'S SIGNATURE

DATE PETITION SIGNED

ADDITONAL SIGNATURE (if more than one Petitioner)

DATE PETITION SIGNED

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FEE ARBITRATION CHECKLIST

Before you submit your Petition to Arbitrate a Fee Dispute, please complete this checklist to confirm that you have completed all necessary steps to start the fee arbitration.

Complete the following:

- I have **read** the Rules of Procedure for Mandatory Fee Arbitration.
- I have **read** *Questions Commonly Asked* and *What can the mandatory Fee Arbitration Program do for me?*
- I have **read** and completed all required forms.
- I have **signed** and **dated** the petition.
- I have **served** the opposing party with a copy of the completed petition and all attachments.

After completing the foregoing checklist, mail the following to the San Gabriel Valley Lawyer Referral Service:

- Original dated and signed *Petition to Arbitrate a Fee Dispute* with following attachments (if applicable):
 - Copy of written fee agreement (see *Petition #2*).
 - Description of fee dispute (see *Petition #8*).
 - Copy of Notice of Client's Right to Arbitration (see *Petition #6*).
 - Filing fee (see *Petition #9*). Send check or money order. Do not send cash.
- Three complete copies of the original Petition **and** all of the attachments (see *Petition #19*).

Mail the foregoing to San Gabriel Valley Lawyer Referral Service, 1175 E. Garvey Ave. Suite 105, Covina, CA 91724-3618.

Failure to provide all required forms and other documentation may cause a delay in processing your Petition and may prejudice your rights. Undated, unsigned Petitions or Petitions received without the appropriate filing fee will not be processed.