

RULES FOR CONDUCT OF THE WESTMORELAND BAR ASSOCIATION FEE DISPUTE COMMITTEE

1. The Committee shall consist of a Chairperson selected by the President of the Westmoreland Bar Association and so many attorney members of the Westmoreland Bar Association and non-attorney members as the chairperson shall deem appropriate.
2. A complaint from an aggrieved party must be made in writing to the Westmoreland Bar Association and then referred to the Westmoreland Bar Association Fee Dispute Committee, chairperson. The complaint shall:
 - a. State against whom the complaint is being made; and
 - b. Describe the legal matter involved; and
 - c. State in detail the amount of the fee; and
 - d. Why the fee is in dispute; and
 - e. Include any related correspondence such as billing statements, the agreements, and/or other communications.
3. Upon the receipt of a complaint involving a fee dispute, the Chairperson of the Fee Dispute Committee shall select the panel to hear the matter from the members of the Committee, one of whom may be a non-lawyer member, and shall name a panel Chairperson, who shall give at least 10 day notice before said hearing by first-class mail to all concerned parties at their last known address, that a hearing is scheduled at a specified time, date and place; The panel Chairperson shall preside and prepare the panel's written recommendation.
4. The Committee shall hear disputes involving any fee dispute in any amount. Nothing in these rules shall prohibit the Committee panels from informally resolving any fee dispute without a hearing, and they are encouraged to do so.
5. In the event the committee or panel chairperson determines that the complaint submitted to it is a disciplinary matter rather than a fee dispute or is or has been the subject of litigation no hearing shall be held and the chairperson shall advise the Complainant of the reason for same and if because of the former, the name and address of the Pennsylvania Bar Disciplinary Board.
6. Within these rules, every reference to the Chairperson of the Fee Dispute Committee shall also include any member of the committee designated by the Chairperson to perform a specific task.
7. Any party may be represented at the hearing by counsel. However, it is not mandatory for counsel to represent a party. No member of the Fee Dispute Committee shall represent any party to a proceeding before it.
8. The Fee Dispute Committee Panel shall have the full responsibility for the conduct of the hearing, including but not limited to regulating the testimony and attendance of witnesses, and determining the admissibility of evidence. The Fee Dispute Committee Panel may schedule additional hearings as the circumstances warrant.
9. The Fee Dispute committee Panel may require witnesses to testify under oath.
10. There shall be no stenographic, video or audio record of the proceedings.
11. The Fee Dispute Committee Panel may proceed in the absence of any party, who after due notice fails to be present. Decisions shall not be made solely on the default of a party. The Committee Panel shall require the participating party to submit supporting evidence. No

case shall be decided on a complaint alone, prior to a hearing.

12. The Fee Dispute committee Panel may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made thereto. The panel may also, at the discretion of the chairperson, accept testimony by video or phone and written evidence by mail and the proponent of these shall give timely written notice before the hearing of their intention to undertake same to all parties and to the panel. In the case of written evidence, should a party provide notice of their intention to not be present and to participate by phone, the parties shall thereupon exchange copies of all documents that each intends to submit, well in advance of any scheduled hearing.

13. The decision of the Fee Dispute Committee panel shall be rendered no later than 30 calendar days from the date of the final hearing in the matter.

14. The decision of the Committee Panel shall be in writing, approved by a majority of the Committee Panel, and shall be signed by the members of the Committee Panel hearing the case.

15. The decision of the Committee Panel along with a copy of the Agreement to be bound shall be mailed to the parties at his or her last known address or delivered personally to the party and to the committee chairperson.

16. No costs or expenses shall be permitted for witnesses, and each party shall be responsible for his or her own expenses or witnesses that may appear before the Committee Panel.

17. The Committee Panel shall interpret and apply these rules insofar as they relate to its powers and duties at the time of, during and after the hearing.

18. The decision of the Committee Panel is only a recommendation to the parties unless both parties, prior to hearing, sign a written Agreement to be bound by the panel's decision. If such writing is signed, it shall include a stipulation that the decision of the panel shall be enforceable through common law arbitration and thus constitute a judgment upon which execution may issue. The parties must be advised of this consequence of executing the Agreement by the panel chairperson before the parties sign. Except for the foregoing, the recommendation of the committee Panel may not be used in any further proceedings of any type whatsoever for any purposes.

19. The panel chairperson shall advise the participants that panel members may not be called as witnesses, either voluntarily or by subpoena in any legal proceeding related to the dispute before the panel and shall secure the execution of a copy of these rules which contains this stipulation, prior to the beginning of any hearing.

Having read the foregoing Rules and understanding them, Witness our execution of the within Rules for Conduct of the Westmoreland Bar Association Fee Dispute Committee indicating our intention to be legally bound thereby this _____ day of _____, 20____.

Witness:

Participants:

Re: _____ and _____, Claimant(s)

A
N
D

_____, Esq., Respondent

AGREEMENT TO BE BOUND BY COMMITTEE FINDING

WHEREAS, we, the undersigned, are parties to a dispute regarding legal fees between _____ (hereinafter "Claimant" and _____ (hereinafter "Respondent"); and

WHEREAS, the Fee Dispute Committee of the Westmoreland Bar Association has scheduled a hearing regarding this dispute in order to evaluate the facts and circumstances involved therein and render a fair and equitable recommendation to resolve the said dispute; and

WHEREAS, we are satisfied to be bound, in advance, by the findings of the Panel which is selected to hear the case, regardless of the decision, even if adverse to a claim or defense.

NOW THEREFORE, intending to be legally bound we hereby acknowledge and agree to the following:

1. We have been advised by the Fee Dispute Committee of the Westmoreland Bar Association that it is not a requirement that we agree in advance to be bound by the findings of the said Panel of the Committee.

2. That, nevertheless, we do hereby agree to be bound by the written decision of the Westmoreland Bar Association Fee Dispute Committee with regard to the above-captioned legal fee dispute and do further agree that said decision shall be enforceable by any Court of competent jurisdiction and with the same formality as though said decision had been rendered by a Court of

competent jurisdiction as a form of Common Law Arbitration which means that this decision can be made into a judgment at the Court of Common Pleas of Westmoreland County as if a full trial had occurred thereon with execution process to issue thereafter.

3. My consent thereto however, is expressly conditioned upon the other party also agreeing, in advance, to be bound by said findings and my signature to the within stipulation to be bound shall be valid only after the affixing of the signatures of all parties hereto.

4. The parties hereto do hereby release, remiss and forever discharge the Westmoreland Bar Association, its employees, agents, members generally and specifically the members thereof included all members of the Fee Dispute Committee both attorneys and non-attorneys and of the Panel designated and appointed to resolve the issue before it, from any and all actions and causes of action in law or equity whatever arising out of or related to the matter or its disposition, now before the Committee.

WITNESS our hands and seals this _____ day of _____, 20_____.

WITNESS:

CLAIMANT:

RESPONDENT:

