

# CONSENT TO ARBITRATION



The undersigned each consent to submit for binding arbitration by the Fee Arbitration Committee of the Cincinnati Bar Association the dispute between them relating to attorneys' fees for legal services. A concise statement of the facts of the dispute between the parties to this consent is attached hereto.

The undersigned acknowledge that they understand that the Fee Arbitration Committee will appoint a panel of three attorneys who are members of the Committee to hear the relevant facts regarding this dispute and to render an opinion. The hearing before the arbitration panel is informal in nature, and strict adherence to the rules of evidence and rules of civil procedure is not required. At the hearing, the undersigned Complainant shall be permitted to first present all of the relevant facts, which support the Complainant's position. The parties shall be permitted to use exhibits and testimony to assist them in the presentation of their case. While the parties are entitled to be represented by counsel at the hearing, the nature of the hearing does not require it. All testimony shall be given under oath.

The undersigned acknowledge that they understand that the decision of the arbitration panel shall be binding upon each of them and that their right to appeal the decision of the arbitration panel is limited. The arbitration panel will follow Rule 1.5 of the Ohio Rules of Professional Conduct (a copy of which is set forth on the back hereof); and consider and all other standards applicable to the dispute. The prevailing party in this arbitration shall be entitled to enforce the award of the arbitration panel in the Hamilton County Court of Common Pleas pursuant to Ohio Revised Code §2711.09.

All parties may execute this Consent, or each party may execute a separate Consent, and upon receipt by the Fee Arbitration Committee of such separate Consents, it shall be considered the same as though all parties had signed the same Consent. The undersigned acknowledge that they understand that once this Consent is executed by all parties, it may be deemed irrevocable pursuant to Ohio Revised Code §2711.01(A).

The amount I have paid the attorney is: \$ \_\_\_\_\_

The amount I am being charged or was charged by my attorney is/was: \$ \_\_\_\_\_

The amount I am disputing is: \$ \_\_\_\_\_

## To Be Completed by Complainant/Client:

\_\_\_\_\_

Date

\_\_\_\_\_

Complainant/Client Name (Please Print)

\_\_\_\_\_

Signature

Please estimate the amount of time you will need to present your case: \_\_\_\_\_(hours).

## To Be Completed by Attorney

\_\_\_\_\_

Date

\_\_\_\_\_

Attorney Name (Please Print)

\_\_\_\_\_

Signature

Please estimate the amount of time you will need to present your case: \_\_\_\_\_(hours).

## RULE 1.5: Fees and Expenses

- (a) A lawyer shall not make an agreement for, charge, or collect an *illegal* or clearly excessive fee. A fee is clearly excessive when, after a review of the facts, a lawyer of ordinary prudence would be left with a definite and firm conviction that the fee is in excess of a *reasonable* fee. The factors to be considered in determining the reasonableness of a fee include the following:
- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
  - (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
  - (3) the fee customarily charged in the locality for similar legal services;
  - (4) the amount involved and the results obtained;
  - (5) the time limitations imposed by the client or by the circumstances;
  - (6) the nature and length of the professional relationship with the client;
  - (7) the experience, reputation, and ability of the lawyer or lawyers performing the services;
  - (8) whether the fee is fixed or contingent.
- (b) The nature and scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client, preferably in *writing*, before or within a *reasonable* time after commencing the representation, unless the lawyer will charge a client whom the lawyer has regularly represented on the same basis as previously charged. Any change in the basis or rate of the fee or expenses is subject to division (a) of this rule and shall promptly be communicated to the client, preferably in *writing*.
- (c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by division (d) of this rule or other law.
- (1) Each contingent fee agreement shall be in a *writing* signed by the client and the lawyer and shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial, or appeal; litigation and other expenses to be deducted from the recovery; and whether such expenses are to be deducted before or after the contingent fee is calculated. The agreement shall clearly notify the client of any expenses for which the client will be liable whether or not the client is the prevailing party.
  - (2) If the lawyer becomes entitled to compensation under the contingent fee agreement and the lawyer will be disbursing funds, the lawyer shall prepare a closing statement and shall provide the client with that statement at the time of or prior to the receipt of compensation under the agreement. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyer's fees with a lawyer not in the same *firm*, as required in division (e)(3) of this rule. The closing statement shall be signed by the client and lawyer.
- (d) A lawyer shall not enter into an arrangement for, charge, or collect any of the following:
- (1) any fee in a domestic relations matter, the payment or amount of which is contingent upon the securing of a divorce or upon the amount of spousal or child support, or property settlement in lieu thereof;
  - (2) a contingent fee for representing a defendant in a criminal case;
  - (3) a fee denominated as "earned upon receipt," "nonrefundable," or in any similar terms, unless the client is simultaneously advised in *writing* that if the lawyer does not complete the representation for any reason, the client may be entitled to a refund of all or part of the fee based upon the value of the representation pursuant to division (a) of this rule.