

*TULSA COUNTY BAR ASSOCIATION, INC.*



1446 South Boston  
Tulsa, Oklahoma 74119-3612  
Telephone: (918) 584-5243  
Fax: (918) 592-0208

## REQUEST FOR FEE ARBITRATION

The Tulsa County Bar Association will assist in a dispute between an attorney and client regarding the fee charged upon a written request. Enclosed is the Fee Arbitration Request and Fee Arbitration Agreement. Both of these forms must be completed, signed by you and returned to this office before we can proceed.

Once these forms are returned, your request will be forwarded to the chairman of our Fee Arbitration Committee. The chairman will forward the agreement to the other party involved to determine whether he or she will agree to participate in the arbitration process. The arbitration is binding on both parties, therefore the Fee Arbitration Agreement must be signed by both the client and the attorney before the committee has power to proceed with the arbitration.

Once both parties have signed the agreement, the case will be assigned for investigation, both parties are interviewed, and a report made to the full Committee for discussion, review and a decision. The Fee Arbitration Committee is comprised of both attorneys and non-attorneys.

You will be advised in writing as to the Committee's progress on your complaint. It is imperative that you notify this office of any address change. If we are unable to correspond with you, your complaint may be dismissed.

Please return the completed form and agreement to:

Tulsa County Bar Association  
1446 S. Boston Ave.  
Tulsa, OK 74119-3612

Thank you.

For TCBA Use Only:  
Date Received:

## FEE ARBITRATION REQUEST

I request that the Tulsa County Bar Association Fee Arbitration Committee initiate steps to commence a fee arbitration concerning the matter described herein:

**CLIENT:**

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City, State, Zip)  
\_\_\_\_\_  
(Telephone No.)

**ATTORNEY:**

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City, State, Zip)  
\_\_\_\_\_  
(Telephone No.)

Date that attorney was employed to represent client on this matter: \_\_\_\_\_

What was the attorney hired to do: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

What has the attorney done to date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

How much has attorney been paid on this matter: \_\_\_\_\_

How much does attorney claim is still due from client on this matter: \_\_\_\_\_.

How much does the client agree is still owing: \_\_\_\_\_.

Describe briefly the nature of the dispute: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

I have enclosed a signed Fee Arbitration Agreement and understand that a fee arbitration can only occur if the other party signs a similar agreement.

Date: \_\_\_\_\_ (Signature)

Mail to:  
TCBA Fee Arbitration Committee  
1446 S. Boston  
Tulsa, OK 74119

**FEE ARBITRATION AGREEMENT**

The undersigned parties have heretofore entered into a relationship with each other, wherein one party (Attorney) undertook to represent the other (Client) as their attorney.

A dispute has arisen concerning the amount of the fee, if any, due the attorney.

1. We, the undersigned, do hereby mutually agree to submit to the Fee Arbitration Committee of the Tulsa County Bar Association (Arbitrator), according to the By-laws, a determination of the amount of fee, if any, to which the attorney is entitled. We understand that the arbitrator is composed of attorneys and lay members. We further understand that a quorum of the Committee requires at least twelve (12) members and that a decision may be rendered by a simple majority of the quorum present. We understand that the Tulsa County Bar Association will agree to undertake this arbitration at no cost to either party. In consideration for the Tulsa County Bar Association providing this service at no cost to us we agree to the terms and conditions including the procedures that the Fee Arbitration Committee follows in arriving at its decision. We understand that we are pursuing arbitration before the Tulsa County Bar Association Fee Arbitration Committee instead of resorting to the courts or other dispute resolution means and we willingly make such election.

2. Both parties agree that they will not, before or during such arbitration, commence any civil action against the other relating to any of the matters in controversy. In the event that a court action has already been filed, it is agreed that said action shall not be prosecuted until the claim in dispute between the parties hereto shall be finally settled and determined by the Arbitrator and an award entered as herein provided. It is further agreed that the award to be made by the Arbitrator shall be valid and binding upon both parties and each agree to keep, observe and perform each of the orders of the Arbitrator.

3. It is agreed that the Arbitrator's award or decision shall be final and conclusive upon each of us, that in the event either of us fails to abide by the Arbitrator's award or decision, then a copy of this Agreement, together with a copy of the Arbitrator's award or decision may be filed with a Court of competent jurisdiction pursuant to Title 15, Oklahoma Statutes, 12 O.S. §1851 et seq., and shall constitute conclusive evidence of the amount of the debt owed or not owed, as the case may be.

4. We agree that the Arbitrator may conduct its investigation and receive evidence, obtain information in such manner and utilize such procedure as the Arbitrator deems advisable and applicable to the nature and circumstances of the matter in controversy. We understand that a member of the Fee Arbitration Committee will investigate this matter and prepare a report to the Committee and the Committee will make its determination based on the report of the investigating member. We specifically understand that no notice will be given to us regarding when the Committee will hear this matter. We also understand testimony will not be taken at the meeting. We specifically waive any appearance, either in person or by counsel, before the Committee, we waive the right to be heard and to present any evidence at the meeting and waive any right to cross examine witnesses. We agree that in the event a file on this matter is maintained by the Grievance Committee of the Tulsa County Bar Association or the Oklahoma Bar Association, then that Committee is authorized to release any and all information in its files. We agree to fully cooperate with the Arbitrator and, upon request, will furnish any information, documentation, books or records in our possession or under our control. In the event either of us fails to cooperate, then it is agreed that the Arbitrator may make such award or take such action the Arbitrator deems justified, including the making or denial of an award. We waive any right that we may have to a formal or informal award.

5. We agree that if we settle our dispute during the course of the arbitration, the Arbitrator, upon request, may set forth the terms of the settlement in an award, which shall likewise be binding upon us.

\_\_\_\_\_

Client

Date: \_\_\_\_\_

\_\_\_\_\_

Attorney

Date: \_\_\_\_\_