

(Office Use Only)

Date Received: _____

Case Number: _____

UCS 137-13 (11/01)

**CONSENT TO RESOLVE FEE DISPUTE BY ARBITRATION PURSUANT TO
PART 137.2 (b) OF THE RULES OF THE CHIEF ADMINISTRATOR**

[The language below may be incorporated into a retainer agreement between the parties]

The parties to this agreement, _____ (“Client”), and
_____, Esq. (“Attorney”), agree that in the
event a dispute should arise as to the attorney’s fee for legal services, they will resolve the fee
dispute by arbitration pursuant to Part 137 of the Rules of the Chief Administrator of the Courts
(22 NYCRR), which provides for binding arbitration unless either party rejects the arbitration
award by commencing an action on the merits of the fee dispute in a court of law (trial *de novo*)
within 30 days after the arbitrator’s decision has been mailed.

By signing this agreement, attorney and client indicate that they have received and read the
official written instructions and procedures for both Part 137 and the LOCAL PROGRAM NAME .

Attorney and Client understand that they are not required to sign this agreement. Client
understands that in the absence of this agreement, (s)he would have the right to choose whether
or not to participate in this program.

This agreement does not foreclose the parties’ attempting to resolve this fee dispute at any time
through voluntary mediation.

ATTORNEY

CLIENT

(Please print names below signatures)

Dated:



(Office Use Only)

Date Received _____
Case Number: _____

UCS 137-14 (11/01)

**CONSENT TO SUBMIT FEE DISPUTE TO ARBITRATION PURSUANT TO
PART 137.2 (c) OF THE RULES OF THE CHIEF ADMINISTRATOR
AND TO WAIVE RIGHT TO TRIAL *DE NOVO***

[The language below may be incorporated into a retainer agreement between the parties]

The parties to this agreement, _____ (“Client”), and _____, Esq. (“Attorney”), agree that in the event a dispute should arise as to the attorney’s fee for legal services, they will resolve the fee dispute by arbitration conducted pursuant to Part 137 of the Rules of the Chief Administrator of the Courts (22 NYCRR), except that they agree to be bound by the decision of the arbitrator(s) and agree to waive their rights to reject the arbitrator(s) award by commencing an action on the merits (trial *de novo*) in a court of law within 30 days after the arbitrator(s) decision has been mailed.

By signing this agreement, attorney and client acknowledge that they have received and read the official written instructions and procedures for Part 137 and the written instructions and procedures for the Federation of Bar Associations – 4th Judicial District.

Attorney and Client understand that they are not required to agree to waive their right to seek a trial *de novo* under Part 137. This agreement does not foreclose the parties’ attempting to resolve this fee dispute at any time through voluntary mediation.

ATTORNEY

CLIENT

(Please print names below signatures)

Dated: _____



(Office Use Only)

Date Received _____

Case Number: _____

UCS 137-15 (11/01)

**CONSENT TO SUBMIT FEE DISPUTE TO MEDIATION PURSUANT TO
PART 137 OF THE RULES OF THE CHIEF ADMINISTRATOR**

[The language below may be incorporated into a retainer agreement between the parties]

The parties to this agreement, _____ (“Client”), and
_____, Esq. (“Attorney”), agree to attempt to
resolve their fee dispute through mediation pursuant to Part 137 of the Rules of the Chief
Administrator of the Courts (22 NYCRR).

By signing this agreement, attorney and client acknowledge that they have received and
read the official written instructions and procedures for both Part 137 and the LOCAL PROGRAM NAME

Attorney and Client understand that participation in mediation does not waive any of their rights
to arbitration under Part 137 in the event that mediation does not result in a final settlement.

Attorney and Client further agree that all communications made during or in connection with the
mediation process are confidential and shall not be disclosed in any subsequent civil or
administrative proceeding, including any subsequent fee arbitration or trial de novo.

ATTORNEY

CLIENT

(Please print names below signatures)

Dated: _____

(Office Use Only)

Date Received: _____

Case Number: _____

UCS 137-16 (11/01)

**CONSENT TO FINAL AND BINDING ARBITRATION
IN AN ARBITRAL FORUM OUTSIDE PART 137
UNDER 137.2 (d) OF THE RULES OF THE CHIEF ADMINISTRATOR**

[The language below may be incorporated into a retainer agreement between the parties]

The parties to this agreement, _____ (“Client”), and _____, Esq. (“Attorney”), agree that in the event a dispute should arise as to the attorney’s fee for legal services, they will resolve the fee dispute by arbitration before an arbitral forum outside Part 137 of the Rules of the Chief Administrator of the Courts (22 NYCRR), and that the arbitration shall be governed by the rules and procedures of that forum.

By signing this agreement, attorney and client acknowledge that they have received and read the official written instructions and procedures for both Part 137 and the Attorney-Client Fee Dispute Resolution Program, and the client has been advised: (1) that (s)he has the right to use the fee arbitration procedures of Part 137, and; (2) that (s)he is not required to agree to arbitrate this fee dispute in an arbitral forum outside Part 137. By signing this form, Attorney and Client agree to **waive their rights with regard to arbitration pursuant to Part 137, which includes the right to reject the arbitrator(s) award by commencing an action on the merits (trial de novo) in a court of law.**

ATTORNEY

CLIENT

(Please print names below signatures)

Dated: _____

