<table>
<thead>
<tr>
<th>Issue A</th>
<th>Issue B</th>
<th>Suspension and Discipline Procedures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philadelphia Bar Association</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Issue B</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>b. Issue B</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>c. Issue A &amp; B</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>e. Issue B</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>f. Issue A &amp; B</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>II Houston Bar Association</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Issue A &amp; B</td>
<td>19</td>
<td></td>
</tr>
<tr>
<td>b. Issue A &amp; B</td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>c. Issue B</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>d. Issue B</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>III Lawyer Referral Service of Central Texas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Issue B</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>b. Issue A</td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>c. Issue B</td>
<td>31</td>
<td></td>
</tr>
<tr>
<td>IV Columbus Bar Association</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Issue B</td>
<td>33</td>
<td></td>
</tr>
<tr>
<td>b. Issue A</td>
<td>34</td>
<td></td>
</tr>
<tr>
<td>c. Issue B</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>d. Issue B</td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>V San Diego County Bar Association</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Issue A &amp; B</td>
<td>38</td>
<td></td>
</tr>
<tr>
<td>b. Issue A</td>
<td>43</td>
<td></td>
</tr>
<tr>
<td>c. Issue B</td>
<td>46</td>
<td></td>
</tr>
<tr>
<td>VI Contra Costa County Bar Association</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Issue B</td>
<td>52</td>
<td></td>
</tr>
<tr>
<td>b. Issue A &amp; B</td>
<td>53</td>
<td></td>
</tr>
<tr>
<td>VII Bar Association of San Francisco</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Issue A</td>
<td>63</td>
<td></td>
</tr>
<tr>
<td>b. Issue B</td>
<td>65</td>
<td></td>
</tr>
</tbody>
</table>
Section 719 - Bylaws of the Philadelphia Bar Association

The Committee on Lawyer Referral and Information Service shall be responsible for the general oversight of the Lawyer Referral and Information Service. It shall have the authority to accept and deny membership to the Lawyer Referral and Information Service panel. It shall also be responsible for the organization and coordination of ancillary public service programs which relate to the operation of the Lawyer Referral and Information Service.

1. PURPOSE

1.1 The purpose of the Lawyer Referral and Information Service (LRIS) is to provide a public service to the Philadelphia Community by providing individuals with legal problems access to lawyers and to legal help.

2. THE COMMITTEE

2.1 The LRIS Committee (the "Committee") shall provide general supervision to the LRIS.

2.2 The Chancellor of the Philadelphia Bar Association shall appoint a Chair of the Committee (the "Committee Chair").

2.3 Members of the Committee shall be appointed by the Chancellor upon recommendation made by the Committee Chair.

2.4 The Committee shall consist of 9 members serving staggered three-year terms. Each Chancellor shall appoint three members to the Committee.

2.5 All members of the Committee shall be members in good standing with the Philadelphia Bar Association.

2.6 The Committee Chair shall recommend for appointment to the Committee such number of members as necessary to maintain its 9-member quota.

2.7 The Committee shall establish the policies and procedures of the LRIS and perform such other duties as may be delegated to it by the Committee Chair.
3. **OPERATION OF THE SERVICE**

3.1 The Service shall be operated by the Director of the LRIS (the "Director") who must be an attorney licensed to practice law in Pennsylvania.

3.2 Under the supervision of the Director or the Director's designee, all employees of the LRIS who will be involved in the dissemination of legal information to inquirers, must be paralegals, law students or attorneys licensed to practice law in the Commonwealth of Pennsylvania and be members of the Bar in good standing.

4. **PANEL MEMBERSHIP ELIGIBILITY**

4.1 Applications are available from LRIS, 1101 Market Street, 11th Floor, Philadelphia, PA 19107, 215-238-6326. All applicants must meet the following requirements:

4.1.1 Been admitted to practice law in the Commonwealth of Pennsylvania for at least one year;

4.1.2 Carry professional liability malpractice insurance.

4.2 All applicants must complete and sign a waiver form authorizing the LRIS to examine any and all material which is presently on file with the Disciplinary Board of the Supreme Court of Pennsylvania (the "Disciplinary Board"), the Pennsylvania Lawyers' Fund for Client Security (the "Fund"), the Judicial Conduct Board and/or the Court of Judicial Discipline (the "Judicial Board") or any of these agency's successor bodies. Panel members agree to sign such waiver on an annual basis.

4.3 Any applicant who has received disciplinary action from the Disciplinary Board or the Disciplinary Board of any other jurisdiction, will not be eligible for LRIS membership with the following exceptions:

4.3.1 The action taken was a private informal admonition.

4.3.2 It has been at least three years since the discipline imposed was satisfied. This applies to other forms of private discipline other than an informal admonition as well as public discipline, including suspension of a license or disbarment.

4.4 Any applicant disciplined by the Judicial Board will be handled under the Rules relating to discipline by the Disciplinary Board.
4.5 Any applicant who has had a matter satisfied by the Fund will be ineligible for membership for a period of three years from the date of the Fund’s action, or until the Fund’s payment to the client has been reimbursed by the applicant, whichever comes later.

4.6 Notwithstanding the provisions of Paragraphs 4.1 through 4.5, any applicant may be denied admission to panel membership if the LRIS Committee, in its sole discretion, determines that the applicant’s admission to panel membership would not be in the best interest of the Service and/or the Association.

4.7 Should the Service deny panel membership to an applicant under Rules 4.1 through 4.6, the applicant has the right to submit a request in writing at the Association within 30 days of notification of denial of panel membership, for an informal hearing before the LRIS Committee at one of the Committee’s regularly scheduled meetings. Should the Committee affirm the denial of panel membership, the applicant has a further and final right of appeal to the Board of Governors of the Association, if such appeal request is submitted in writing at the Association within 30 days from receipt of an unsuccessful ruling by the LRIS Committee.

5. AREAS OF PRACTICE

5.1 An applicant may receive referrals in areas of the law in which he/she practices and is competent to handle such cases in accord with Rule 1.1 of the Rules of Professional Conduct.

5.2 Panel members can choose a maximum of 25 sub-category selections. (See attached listing of referral panels.)

5.3 Certain category selections require the panel member to meet specific criteria beyond the general membership criteria for the LRIS. The panel member would need to complete and sign a special criteria form in order to receive referrals for that express area of the law.

6. PANEL MEMBERSHIP

6.1 Once an applicant has been approved for panel membership, he/she will be notified in writing of such approval.

6.2 The applicant will need to meet with the LRIS Administrator prior to being placed on the LRIS. At that meeting the lawyer will review the operating rules and regulations
for panel membership and will be required to remit membership dues (see Page 9 for LRIS Payment Schedule).

6.3 All panel members must charge a fee of $30.00 for the initial 30-minute consultation with the client. A consultation is considered to be an office or home visit with the client.

6.4 The $30.00 consultation fee can NEVER be waived by the panel member.

6.5 A panel member is permitted to charge his/her normal fees after the initial 30-minute consultation, but must notify the client of those fees prior to the commencement of the consultation.

6.6 A panel member must remit a percentage fee to the LRIS for all services provided to the client for which the panel member received compensation. The percentage fee is in addition to the consultation fee. In the event that a panel member never receives the $30.00 consultation fee from the client, but does receive other legal fees for services rendered, the member must still pay the $30.00 fee in addition to the percentage fee owed.

6.7 See attached Percentage Fee Schedule.

6.8 Panel members must maintain a checking account in order to remain active on the Service, and payments of LRIS consult and percentage fees must be made by check. Client checks and money orders will be accepted as payment, but cash will not be accepted.

6.9 A panel member must notify a client at the outset of representation that a portion of the fees are payable to LRIS, and that LRIS is entitled (a) to know the outcome of any legal representation, (b) to know the fees received by the panel member and any other attorney with whom the attorney associates in the course of representation of the client, and (c) to audit the file to check for fees paid. Upon the settlement of any such action, the panel member is obligated to include LRIS with those who have a right to know about a settlement, to the extent necessary to allow LRIS to have knowledge of the terms of the settlement, including all attorney(s) fees paid in the case, whether paid directly, by another party or by settlement proceeds, so that LRIS may determine the portion of the panel member’s fees to which it is entitled.

6.10 A panel member must keep detailed business records with respect to all matters referred to the panel member by the Service for at least five years after the matter is closed. These records shall include, but not be limited to, referral notices, fee agreements, billing and payment records, settlement agreements, releases and distribution sheets.
6.11 When a panel member enters into a contingent fee agreement with a client for a matter referred by the Service, and the matter is concluded by settlement or verdict, the panel member shall include a copy of the distribution sheet consistent with Pennsylvania Rules of Professional Conduct, Rule 1.5(c), and showing: a.) the total amount of the settlement or award; b.) the amount paid to client; c.) the reimbursable costs and disbursements out of the recovery; and d.) the amount paid to the attorney, along with payment of the percentage fee owed to LRIS.

7. CASE REFERRALS & HOW THEY ARE GENERATED

7.1 Once the applicant has complied with all the requirements under these Rules and has remitted the appropriate membership fee, he/she will be placed on the LRIS computer system.

7.2 The computer system automatically places the panel member in the proper rotation for each specific category of law chosen.

7.3 Each category of law rotates independently. Accordingly, the number of referrals received for each specific category of law will differ, and a referral in one area will have no bearing on the timing of a referral in any other area.

7.4 LRIS staff members make referrals to clients based upon the information provided by the client. Before any referral is made, the client is told the following:

1. The first 30-minute consultation with the referred attorney will cost $30.00; and
2. Fees after the initial 30-minute consultation need to be discussed with the referred attorney.

The LRIS staff member inputs data taken from the client (name, address, telephone number and category of law needed) into the computer system, which then generates the name of the next panel member slated to receive a referral for that particular area of the law. The LRIS staff member will then provide the client with the referral. All referrals are made in the order in which they are generated by the computer program.

7.5 After the referral has been made, the computer will generate written notification to both the client and to the attorney of the referral.

7.6 The panel member must provide follow up with the LRIS as to the status of a case referral within 30 days from the date the referral was made, including the remittance of consultation and percentage fees owed the LRIS for services rendered by the attorney.
7.7 Failure to remit follow up forms and/or consultation fees and/or percentage fees, will result in panel member suspension. Panel membership will be reactivated when compliance with Rule 7.6 has been completed.

7.8 The panel member must immediately notify LRIS of any password provided to any court to allow access to case activity information through the court or that court’s web site.

8. COMPLIANCE

8.1 All panel members agree to cooperate with the LRIS administration and LRIS oversight committee in the event of any client complaints or any inquiries regarding fees earned on a case. In the event that a client files a complaint against a panel member, the panel member agrees to file a written response (including appropriate documentation) with the Director of the Service within 10 business days of receipt of the complaint. Upon good cause, the Director is authorized to extend the time period for response an additional 20 days.

8.2 Failure to respond to the Director within 10 business days of receipt of the client complaint (or within a Director-sanctioned extension) will result in immediate suspension from the LRIS panel, triggering the provisions of Rule 8.8. If this suspension remains in effect for more than 30 days due to the attorney’s non-response, the panel member will be permanently barred from participation in the Service.

8.3 If the Service receives more than three written complaints regarding a specific attorney within the same calendar year, the panel member agrees to appear before the LRIS Committee to discuss those complaints.

8.4 Should an attorney have a fee dispute in excess of $350 with an LRIS-referred client, the attorney agrees that he/she will pursue the matter through the Fee Disputes Committee and will file suit against the client only when and if the client refuses to submit to binding arbitration. By becoming a member of the LRIS panel, an attorney also agrees that he/she will submit to binding arbitration should an LRIS-referred client file a fee dispute against him/her with the Fee Disputes Committee.

8.5 When a fee dispute of less than $350.00 arises with an LRIS client, the panel member agrees to permit the LRIS Committee to conduct an informal hearing to determine a resolution of the dispute.

8.6 All panel members must have a written fee agreement with their LRIS clients.
8.7 All panel members must respond promptly, within 10 business days, to telephone and/or written inquiries made by the administration and/or compliance divisions of the LRIS and must furnish documentation when asked, including but not limited to settlement sheets and fee agreements. In addition, panel members understand that in order to ensure compliance with the fee sharing due the LRIS, that LRIS will from time to time contact clients directly for information on cases and fees paid.

8.8 The LRIS Committee Chair has the power to immediately suspend or remove a panel member from the Service for good cause including, but not limited to, non-compliance with Rules 7.6 through 8.4. Should such action be taken, the panel member has the right to submit a request in writing at the Association within 30 days of such action to request an informal hearing before the LRIS Committee at one of the Committee's regularly scheduled meetings. Should the Committee affirm the action of the Chair, the panel member has a further and final right of appeal to the Board of Governors of the Association, if such appeal request is submitted in writing at the Association within 30 days from receipt of an unsuccessful ruling by the LRIS Committee.
**Lawyer Referral and Information Service Referral Panels**

A maximum of 25 panels is permitted. Areas with an asterisk require that special criteria be met.

<table>
<thead>
<tr>
<th>Administrative Law</th>
<th>Corporate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Agencies (1502)</td>
<td>Corporations (1001)</td>
</tr>
<tr>
<td>State Agencies (1503)</td>
<td>Franchises (1002)</td>
</tr>
<tr>
<td>Attorney Discipline* (1504)</td>
<td>Non-profits (1003)</td>
</tr>
<tr>
<td>Non-Attorney Professional Licenses* (1505)</td>
<td></td>
</tr>
<tr>
<td>Misc/Other (1506)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Disabilities Law - ADA</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment Discrimination* (0102)</td>
<td></td>
</tr>
<tr>
<td>Access* (0103)</td>
<td></td>
</tr>
<tr>
<td>Transportation* (0104)</td>
<td></td>
</tr>
<tr>
<td>Fair Housing for the Disabled* (3307)</td>
<td></td>
</tr>
<tr>
<td>Adult Protective Services* (1210)</td>
<td></td>
</tr>
<tr>
<td>Guardianship &amp; Incapacitation* (1211)</td>
<td></td>
</tr>
<tr>
<td>Estate Planning for Persons with Disabilities* (1212)</td>
<td></td>
</tr>
</tbody>
</table>

| Admiralty* (0201) |                         |
| Asbestos (0301)   |                         |
| Aviation (0401)   |                         |

<table>
<thead>
<tr>
<th>Bankruptcy</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual* (0501)</td>
<td></td>
</tr>
<tr>
<td>Wage Earner Plan* (0502)</td>
<td></td>
</tr>
<tr>
<td>Commercial* (0503)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Civil Rights</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prisoners' Rights* (0602)</td>
<td></td>
</tr>
<tr>
<td>False Arrest* (0603)</td>
<td></td>
</tr>
<tr>
<td>Misc / Other* (0604)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Civil Service</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City (0701)</td>
<td></td>
</tr>
<tr>
<td>State (0702)</td>
<td></td>
</tr>
<tr>
<td>Federal (0703)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial Law</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Anti-trust* (0801)</td>
<td></td>
</tr>
<tr>
<td>Banking (0802)</td>
<td></td>
</tr>
<tr>
<td>Collections (0803)</td>
<td></td>
</tr>
<tr>
<td>Contracts (0805)</td>
<td></td>
</tr>
<tr>
<td>Government Contracts* (0807)</td>
<td></td>
</tr>
<tr>
<td>Securities* (0809)</td>
<td></td>
</tr>
<tr>
<td>Truth-in-Lending (0810)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Consumer Issues</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Debtor / Creditor (0902)</td>
<td></td>
</tr>
<tr>
<td>Fair Debt Collection* (0903)</td>
<td></td>
</tr>
<tr>
<td>Fair Credit Reporting* (0904)</td>
<td></td>
</tr>
<tr>
<td>General Consumer Complaints* (0905)</td>
<td></td>
</tr>
<tr>
<td>Identity Theft* (0906)</td>
<td></td>
</tr>
<tr>
<td>Lemon Law* (0907)</td>
<td></td>
</tr>
<tr>
<td>Mortgage Foreclosures* (0908)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Corporate</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Expungements / Pardons (1108)</td>
<td></td>
</tr>
<tr>
<td>Federal Criminal* (1109)</td>
<td></td>
</tr>
<tr>
<td>Felony* (1101)</td>
<td></td>
</tr>
<tr>
<td>Misdemeanor* (1102)</td>
<td></td>
</tr>
<tr>
<td>Juvenile Delinquents* (1103)</td>
<td></td>
</tr>
<tr>
<td>Crime Victims* (1104)</td>
<td></td>
</tr>
<tr>
<td>Homicide* (1105)</td>
<td></td>
</tr>
<tr>
<td>Appeals* (1106)</td>
<td></td>
</tr>
<tr>
<td>Property Forfeiture* (1107)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Domestic Relations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Marital Agreements* (1315)</td>
<td></td>
</tr>
<tr>
<td>Domestic Partnership Agreements* (1316)</td>
<td></td>
</tr>
<tr>
<td>Domestic Partnership Dissolutions* (1317)</td>
<td></td>
</tr>
<tr>
<td>Divorce - Simple (1301)</td>
<td></td>
</tr>
<tr>
<td>Divorce - Complex* (1302)</td>
<td></td>
</tr>
<tr>
<td>Divorce - Deferred Payment* (1303)</td>
<td></td>
</tr>
<tr>
<td>Custody* (1304)</td>
<td></td>
</tr>
<tr>
<td>Visitation* (1305)</td>
<td></td>
</tr>
<tr>
<td>Grandparent Visitation* (1306)</td>
<td></td>
</tr>
<tr>
<td>Child Support* (1307)</td>
<td></td>
</tr>
<tr>
<td>Spousal Support* (1318)</td>
<td></td>
</tr>
<tr>
<td>Protection from Abuse (1319)</td>
<td></td>
</tr>
<tr>
<td>Paternity* (1309)</td>
<td></td>
</tr>
<tr>
<td>Adoption* (1310)</td>
<td></td>
</tr>
<tr>
<td>Step-parent Adoption* (1311)</td>
<td></td>
</tr>
<tr>
<td>International Adoption* (1314)</td>
<td></td>
</tr>
<tr>
<td>Foster Parents (1320)</td>
<td></td>
</tr>
<tr>
<td>Name Change (1312)</td>
<td></td>
</tr>
<tr>
<td>DHS Matters / Child Abuse* (1313)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Education Law</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Access to Records* (3402)</td>
<td></td>
</tr>
<tr>
<td>School Discipline* (3403)</td>
<td></td>
</tr>
<tr>
<td>Special Education* (3404)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Elder Law</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Nursing Home Law* (1402)</td>
<td></td>
</tr>
<tr>
<td>Medicare* (1403)</td>
<td></td>
</tr>
<tr>
<td>Misc / Other (1404)</td>
<td></td>
</tr>
</tbody>
</table>
LRIS Registration Fees

The LRIS membership year runs from April 1st through March 31st. Annual dues are $300.00, which represents a $145.00 membership fee and a $155.00 advertising surcharge. Dues may be paid either in one lump sum payment of $300.00 or in two installments of $150.00 each, with the first installment due on April 1st and the second installment due on October 1st.

Attorneys who join the service after October 1st are charged prorated dues in the amount of $150.00, which are payable at the orientation interview.
**LRIS Fee-Sharing Agreement**

Attorneys serving on the Lawyer Referral and Information Service panel shall charge clients referred to them through the Service a $30.00 fee for the first half-hour consultation. The consultation fee must be forwarded to the LRIS, and panel attorneys are not permitted to charge any more or any less than the $30.00 fee for the initial, thirty-minute consultation.

Fees charged beyond the first half-hour consultation are to be negotiated directly between the LRIS panel attorney and the client. LRIS does not set fees for its attorneys' services, but requires that panel attorneys have a written fee agreement with each client and submit to binding arbitration through the Bar’s Fee Disputes Committee should a problem arise (see Operating Rules).

For all cases referred after **January 1, 1991**, panel attorneys shall pay to LRIS a percentage of any fees earned from clients referred through the Service, according to the following schedule:

<table>
<thead>
<tr>
<th>Attorney’s Fee</th>
<th>Percentage of Fee to be Given to LRIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 to $10,000</td>
<td>10 percent of entire fee</td>
</tr>
<tr>
<td>$10,001 to $20,000</td>
<td>15 percent of entire fee</td>
</tr>
<tr>
<td>$20,001 to $35,000</td>
<td>20 percent of entire fee</td>
</tr>
<tr>
<td>over $35,000</td>
<td>33⅓ percent of entire fee</td>
</tr>
</tbody>
</table>
Application for Membership

Please complete all information on the application, including the waiver. Completed applications take approximately six to eight weeks to process. **DO NOT SEND PAYMENT WITH YOUR APPLICATION.** Should you have any questions regarding LRIS or the application, please call Charles J. Klitsch, Esquire, Director of Public and Legal Services at 215-238-6326.

Name: ____________________________________________ Attorney ID #: ______

Firm: _____________________________________ □Partner □Associate □Of Counsel

Office Address: (Please check one: □Primary Office □Branch Office)

Phone: __________________ __ Fax: __________________ _

Email Address and/or Web Site: --------------------------------

Additional Office Address: (Please check one: □Primary Office □Branch Office)

Phone: __________________ __ Fax: __________________ _

Law School: ____________________________ Graduation Date: ____________

Undergraduate Institution: ____________________________ Graduation Date: ____________

Month and year of Pennsylvania Bar Admission: ____________________________

Other Courts to Which Admitted: ____________________________________
(Please include dates of admission)

Foreign Languages: ____________________________________________ __
Please answer the following questions:

1. Have you previously been a member of the LRIS panel? □ YES □ No

2. Have you previously been a judge?

3. Have you ever been disciplined by the Disciplinary Board of the Pennsylvania Supreme Court or by a disciplinary authority in another jurisdiction? □ YES □ No
   (If answered yes, please furnish a brief explanation in letter form and attach it with your application. Both your application and the letter should be marked “personal and confidential.”)

4. Are you willing to accept one referral per year in which LRIS believes that the client, although not eligible for free legal services, would not likely be able to pay even a greatly reduced legal fee? □ YES □ No (Acceptance of such referral would not affect your normal referral rotation)

Please sign below to indicate that you have read the following statements and agree to comply with these requirements:

1. By signing below, the attorney agrees to submit to binding arbitration through the Bar’s Fee Disputes Committee should a dispute over fees arise between the attorney and any client referred by LRIS.

2. By signing below, the attorney agrees to cooperate fully with the LRIS Director and Committee in resolving any complaints which arise between the attorney and the client referred by LRIS.

3. By signing below, the attorney acknowledges that, under LRIS Operating Rules, he/she may not refer a case received through the LRIS to another attorney. Rather, the attorney must refer the client back to the LRIS for another referral.

4. By signing below, the attorney acknowledges having reviewed the LRIS Fee Share Schedule currently in place and agrees to abide by said schedule and forward appropriate fees to the Service upon completion of services to LRIS-referred clients.

5. By signing below, the attorney acknowledges having read the LRIS Operating Rules currently in place and agrees to abide by the Operating Rules while serving on the LRIS panel.

Signature: ____________________________ Date: ________________
Please check the areas of law in which you would like to receive referrals. You are permitted to select up to 25 panels. Each box checked is considered one selection, with the exception of "house visits." Panels with an asterisk require that you meet special membership criteria.

Administrative Law
- Federal Agencies (1502)
- State Agencies (1503)
- Attorney Discipline* (1504)
- Non-Attorney Professional Licenses* (1505)
- Misc/Other (1506)

Disabilities Law - ADA
- Employment Discrimination* (0102)
- Access* (0103)
- Transportation* (0104)
- Fair Housing for the Disabled* (3307)
- Adult Protective Services* (1210)
- Guardianship & Incapacitation* (1211)
- Estate Planning for Persons with Disabilities* (1212)
- Admiralty* (0201)
- Asbestos (0301)
- Aviation (0401)

Bankruptcy
- Individual* (0501)
- Wage Earner Plan* (0502)
- Commercial* (0503)

Civil Rights
- Prisoners' Rights* (0602)
- False Arrest* (0603)
- Misc / Other* (0604)

Civil Service
- City (0701)
- State (0702)
- Federal (0703)

Commercial Law
- Anti-trust* (0801)
- Banking (0802)
- Collections (0803)
- Contracts (0805)
- Government Contracts* (0807)
- Securities* (0809)
- Truth-in-Lending (0810)

Consumer Issues
- Debtor / Creditor (0902)
- Fair Debt Collection* (0903)
- Fair Credit Reporting* (0904)
- General Consumer Complaints* (0905)
- Identity Theft* (0906)
- Lemon Law* (0907)
- Mortgage Foreclosures* (0908)

Corporate
- Corporations (1001)
- Franchises (1002)
- Non-profits (1003)

Criminal
- Expungements / Pardons (1108)
- Federal Criminal* (1109)
- Felony* (1101)
- Misdemeanor* (1102)
- Juvenile Delinquents* (1103)
- Crime Victims * (1104)
- Homicide* (1105)
- Appeals* (1106)
- Property Forfeiture* (1107)

Domestic Relations
- Pre-Marital Agreements* (1315)
- Domestic Partnership Agreements* (1316)
- Domestic Partnership Dissolutions* (1317)
- Divorce - Simple (1301)
- Divorce - Complex* (1302)
- Divorce - Deferred Payment* (1303)
- Custody* (1304)
- Visitation* (1305)
- Grandparent Visitation* (1306)
- Child Support* (1307)
- Spousal Support* (1318)
- Protection from Abuse (1319)
- Paternity* (1309)
- Adoption* (1310)
- Step-parent Adoption* (1311)
- International Adoption* (1314)
- Foster Parents (1320)
- Name Change (1312)
- DHS Matters / Child Abuse* (1313)

Education Law
- Access to Records* (3402)
- School Discipline* (3403)
- Special Education* (3404)

Elder Law
- Nursing Home Law* (1402)
- Medicare* (1403)
- Misc / Other (1404)
Employment Law
- Employee* (2301)
- Employer* (2302)
- Employment Discrimination* (2303)
- Union* (2304)
- Family & Medical Leave Act (FMLA)* (2305)
- Wage & Hour (FLSA) * (2306)

Entertainment Law
- Sports* (1602)
- Publishing* (1603)
- Music & Recording* (1604)
- TV, Film, Theater, Modeling* (1605)

House Visits (1701)
(Attorney is Willing to Make Home Visits to Disabled/Elderly Clients)

Immigration & Naturalization* (1801)

Insurance
- Health (1902)
- Property & Casualty (1903)
- HIPAA Violations (1904)
- Bad Faith Actions (1905)
- Misc / Other (1906)

Intellectual Property
- Copyright* (2002)

International Law (2201)

Internet
- Copyright Violation Defense* (2202)
- Sales Transactions / Breach of Contract (2203)

Landlord / Tenant
- Landlord Representation (2402)
- Tenant Representation (2403)
- PHA Matters (2404)
- Commercial L/T (2405)

Liquor Control Board* (2501)

Mental Health* (2701)

Military Law
- Veterans Law (2802)
- Selective Service (2803)
- Misc / Other (2804)

Negligence / Torts – Defense (2901)

Negligence / Torts - Plaintiff
- MVA / Slip & Fall / Other (2912)
- Assault (2913)
- Invasion of Privacy (2914)
- Legal Malpractice* (2904)
- Libel & Slander (2915)
- Major Jury* (2905)
- Medical Malpractice* (2906)
- Dental Malpractice* (2916)
- Property Damage (2907)
- Personal Property (2911)

Pensions
- Employer* (3002)
- Employee* (3003)
- ERISA* (3004)

Products Liability
- Lead Paint* (3102)
- Food & Drug* (3103)
- Misc / Other* (3104)

Public Utilities (3201)

Real Estate
- Transactions – Residential* (3310)
- Transactions – Commercial* (3311)
- Condominium/Co-Op Conversions & Sales* (3312)
- Construction Law (3313)
- Fair Housing / Housing Discrimination* (3314)
- Eminent Domain (3303)
- Environmental* (3304)
- Litigation* (3306)
- Zoning* (3308)
- Fraudulent Conveyance (3309)
- Misc / Other (3315)

Small Claims Court (3601)

Social Security
- Administrative Hearing* (3701)
- Appeals to District Court* (3702)
- Misc / Other (3704)

Taxes
- City* (3801)
- State* (3802)
- Federal* (3803)

Traffic Court
- Moving Violations (3902)
- DWI (3903)
- License Suspensions (3904)
- Misc / Other (3905)

Unemployment Compensation
- Hearing (4002)
- Appeal (4003)

Wills & Estates
- Simple Will (1201)
- Small Estate Administration* (1215)
- Complex Estate, Trust, Tax Planning and Administration* (1216)
- Will Contest / Estate Controversy* (1204)
- Living Will (1205)
- Power of Attorney (1206)
- Guardianship (1207)

Welfare (4201)

Workers' Compensation
- Federal* (2909)
- State* (2910)
- Appeals* (2917)
LRIS Registration Fees

The LRIS membership year runs from April 1st through March 31st. Annual dues are $300.00, which represents a $145.00 membership fee and a $155.00 advertising surcharge. Dues may be paid either in one lump sum payment of $300.00 or in two installments of $150.00 each, with the first installment due on April 1st and the second installment due on October 1st.

Attorneys who join the service after October 1st are charged prorated dues in the amount of $150.00, which are payable at the orientation interview.

LRIS Fee-Sharing Agreement

Attorneys serving on the Lawyer Referral and Information Service panel shall charge clients referred to them through the Service a $30.00 fee for the first half-hour consultation. The consultation fee must be forwarded to the LRIS, and panel attorneys are not permitted to charge any more or any less than the $30.00 fee for the initial, thirty-minute consultation.

Fees charged beyond the first half-hour consultation are to be negotiated directly between the LRIS panel attorney and the client. LRIS does not set fees for its attorneys’ services, but requires that panel attorneys have a written fee agreement with each client and submit to binding arbitration through the Bar’s Fee Disputes Committee should a problem arise (see Operating Rules).

For all cases referred after January 1, 1991, panel attorneys shall pay to LRIS a percentage of any fees earned from clients referred through the Service, according to the following schedule:

<table>
<thead>
<tr>
<th>Attorney’s Fee</th>
<th>Percentage of Fee to be Given to LRIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 to $10,000</td>
<td>10 percent of entire fee</td>
</tr>
<tr>
<td>$10,001 to $20,000</td>
<td>15 percent of entire fee</td>
</tr>
<tr>
<td>$20,001 to $35,000</td>
<td>20 percent of entire fee</td>
</tr>
<tr>
<td>over $35,000</td>
<td>33 1/3 percent of entire fee</td>
</tr>
</tbody>
</table>
By its approval of an attorney for membership on the Lawyer Referral and Information Service Panel, the LRIS Committee assures the public that the attorney is a member of the Bar in good standing and is qualified to practice law. The Committee also assures the public that the attorney adheres to, and will continue to adhere to, the recognized ethical standards of the profession as well as to the Lawyer Referral and Information Service's stated purpose under its operating rules. In furtherance of its obligation to the public, the LRIS Committee requests the following information:

I hereby authorize the Philadelphia Bar Association's Lawyer Referral and Information Service Committee to examine any and all material which is presently on file or which may hereafter be filed with the Disciplinary Board of the Pennsylvania Supreme Court, the Pennsylvania Lawyers' Fund for Client Security, the Judicial Inquiry and Review Board (JIRB), the Judicial Conduct Board and/or the Court of Judicial Discipline or successor bodies as part of my application to the LRIS and during the period that I am a member of the LRIS.

Signature: ______________________________  Date:__________

Attorney Name: ___________________________  ID #:____________
ACKNOWLEDGMENT

This will acknowledge that the law firm is aware of the undersigned panel attorney’s membership in the Philadelphia Bar Association’s Lawyer Referral and Information Service (LRIS). The law firm will abide by the LRIS Operating Rules and will comply with all LRIS requirements regarding clients referred to the panel attorney by LRIS.

Please Print:

Managing Partner: ________________________________

Firm Name: ________________________________

_________________________ Date
Managing Partner

_________________________ Date
LRIS Panel Member
CERTIFICATION PAGE – MUST BE SIGNED

2011-2012 HLRS CERTIFICATION AND AUTHORIZATION AFFIDAVIT

I am a member in good standing with and licensed by the State Bar of Texas. I maintain an office in the HLRS service area. I understand the Rules of Membership for HLRS and agree to abide by the rules, regulations and practices as in effect from time to time.

I have disclosed any past discipline imposed, any pending suit(s) for legal malpractice or other private civil action alleging attorney misconduct, any pending inquiries or complaints, any pending grievance matters submitted to an evidentiary panel, a disciplinary law suit, a criminal indictment or criminal information, or any criminal conviction, except Class C Misdemeanors or crimes involving a maximum punishment of fine only. I have disclosed any current and/or past disputes, suspensions, and/or terminations from any lawyer referral program.

I hereby state that I have never been suspended or disbarred and am not currently the subject of any pending grievance or litigation which could result in a reprimand, suspension or probation thereof, or disbarment by the State Bar of Texas or other licensing agent. I certify that I will notify HLRS within fifteen (15) working days, in writing, any notice of a grievance or pending litigation which could result in a reprimand, suspension or probation thereof, or disbarment by the State Bar of Texas or any other licensing agent.

In renewing my membership, I authorize any Grievance Committee or the General Counsel’s Office of the State Bar of Texas, or their authorized representatives, to verify and to advise HLRS of information regarding a grievance against me, if any. Additionally, I authorize HLRS to contact persons, etc. to request and obtain any information deemed by the Executive Director or Board of Trustees relevant to my membership on any of HLRS’s panels, including without limitation, any information in the possession of any judicial or other governmental agency, bar association committee, or other entity however constituted or designed which may be concerned with allegations of professional conduct or ability of the lawyer or fee disputes with lawyers. I hereby authorize any such agency, committee or entity to release any such information to the Executive Director or Board of Trustees.

I authorize my professional liability insurance carrier to furnish HLRS with any information concerning my insurance coverage, which HLRS may request. In addition, I am aware that I must notify HLRS immediately of any changes to my policy including discontinuance of coverage, as outlined in Rule 4.

I am aware that, as outlined in Rule 15, the first 30 minutes of in-office legal consultation with an HLRS client can cost no more than $20. I am aware that the total attorney(s) fee(s) to a client referred by HLRS cannot exceed the total cost, including legal fees and expenses that the client would be required to pay if HLRS had not referred the client.

I am aware that HLRS shall receive a percentage of the total attorney(s) fee(s) for any retained case referred by HLRS, as outlined in Rule 17, and that I am obligated to enter into a written fee agreement, to notify retained clients of the fees paid to HLRS and exclude HLRS from any confidentiality provisions of any settlement agreements, as outlined in Rule 16 of HLRS Rules of Membership. I am aware that as outlined in Rule 18, I must provide HLRS with accounting documentation at the conclusion of all retained cases.

I am aware that the percentage fees as outlined in Rule 17 also now apply to fees in bankruptcy cases.

I am aware that I may not refer an individual, whom received my name through HLRS, to another attorney, and that if I do I am responsible for all fees due, as outlined in Rule 12 in the HLRS Rules of Membership.

I am aware that the Rules state that I must maintain responsibility in all referred matters, as outlined in Rule 13.

I am aware of the Suspension and Termination Policy and that I may be suspended or terminated from membership, as outlined in Rule 22, without refund of dues, if I fail to abide by HLRS Rules of Membership for any reason. I am aware of the Audit Policy and agree that if a question arises between myself and HLRS with respect to fees owed, HLRS or its agents may examine files and take all necessary actions, including collections efforts to collect fees owed HLRS, as outlined in Rule 26.

I am aware that as an attorney I have a professional and ethical responsibility to comply with all federal, state and local laws, rules and regulations pertaining to services that are rendered to the public, including but not limited to, 29 U.S.C. §784 et seq. (Rehabilitation Act), 42 U.S.C. 2000e (Title VII), and 42 U.S.C. §12101-12213 (ADA).

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned affiant, who, being by me duly sworn on oath stated: "I have read the foregoing and have personal knowledge of the facts stated herein, and I know them to be true and correct.”

Signature_________________________________________ DATE__________

SUBSCRIBED and SWORN TO before me, on this the ______ day of____________, 20____, to certify which witness my hand and seal of office.

Notary Public in and for the
State of TEXAS

Printed Name

My Commission Expires

This page must be signed and notarized
The Houston Lawyer Referral Service, Inc. (HLRS) is a non-profit corporation sponsored by the Houston Bar Association, Houston Young Lawyers Association, Asian-American Lawyers Association, Association of Women Attorneys, Hispanic Bar Association of Houston, Houston Lawyers Association, Houston Trial Lawyers Association, Mexican-American Bar Association of Houston, North Harris County Bar Association and Pasadena Bar Association. Any attorney in the greater Houston metropolitan area who is admitted to practice in the HLRS service region, is in good standing with the Rules of Membership and all the other policies, and agrees to abide by the Rules of Membership and all the other policies.

Memberships

Fee(s) - The term "attorney(s)" refers to any HLRS panel member as well as any other attorney who represents an HLRS-referred client. The term "legal advice and counsel and to provide community service project of the legal profession" refers to any and all work that arises out of the initial claim/cross-claim.

In consideration for membership, or as a member of HLRS, the attorney agrees to:

1. **Full-Time Practice** - Engage in the full-time private practice of law unless prior approval is obtained from the HLRS Board of Trustees.

2. **Business Office** - Maintain a primary private practice within the HLRS service area and a business office in which to receive clients that is not attached to or connected with any residence, unless the HLRS Board of Trustees grants an exception.

3. **Professional Liability Coverage** - Maintain in force and effect professional liability insurance in the minimum amount of $100,000/$300,000, furnish HLRS with a copy of the current declarations page of said policy upon request, and notify HLRS of policy cancellation or termination within fifteen (15) days.

4. **Insurance Carrier Authorization** - Authorize the insurance carrier of said professional liability insurance to supply HLRS with any information it requests concerning the policy, including notification of cancellation or renewal.

5. **Fifteen-Day Notice of Administrative Changes** - Send to HLRS in writing, within fifteen (15) days of effective date: a) changes in address, telephone number, fax number, email address; or...
b) categories of law in which the member would like to receive referrals; and c) vacations at the office exceeding three (3) days.

6. **Disclosure of Conduct** - New applicants and members have a continuing obligation to report the following matters at any time during the application process or while a member of HLRS. Failure to do so when making original application or within fifteen (15) days after the event is grounds for denial or termination of membership:

   a. **Disciplinary Sanctions** - This includes disclosure of any sanctions past or present by the SBOT, a district court in Texas, or an entity in another state that has authority over attorney discipline. Specific sanctions include disbarment, resignation, suspension, reprimand (public or private), pending inquiries or complaints, pending grievance matters submitted to an evidentiary panel, a disciplinary law suit, orders of rehabilitation, or referral to the Professional Enhancement Program of SBOT.

   b. **Finding of Just Cause** - This includes disclosure if you have received notification from a district grievance committee of the SBOT or similar designated entity in another state that a finding of just cause, as defined in Section 1.06(P) of the Texas Rules of Disciplinary Procedure has been made against you.

   c. **Criminal Matters** - This includes disclosure of a criminal indictment, criminal information, any criminal conviction, except Class C Misdemeanors, or crimes involving a maximum punishment of fine only.

   d. **Malpractice Matters** - This includes disclosure of any pending suit(s) for legal malpractice or other private civil action alleging attorney misconduct.

   e. **Other Lawyer Referral Service Matters** - This includes disclosure of any current disputes, suspensions, and/or terminations from any lawyer referral program.

7. **Personal Meeting with HLRS Executive** - Acquire an understanding of the systems and procedures of HLRS by means of a personal interview with the Executive Director of HLRS prior to participation as a member.

8. **Phone Call Policy** - Contact a referred individual within twenty-four (24) hours of the potential client's call or email. If personally unable to respond to contact from a potential client, have someone from the member’s office do so.

9. **Follow-Up Policy** - The SBOT has provided an informal position stating that under Rules 7.01 and 7.02 of the Texas Disciplinary Rules of Professional Conduct (TDRPC), attorney contact with prospective clients in writing is permissible provided the contents of the writing comport with Rule 7.01. The safest application of Rule 7.02 discourages direct contact by the attorney unless the client has first attempted to contact the attorney or has affirmatively indicated a desire to be contacted by the attorney. HLRS strives to transfer referred individuals to an attorney’s offices, thereby facilitating contact between a potential client and the referred attorney.

10. **Conflict of Interest** - Quickly determine whether a conflict of interest exists, and, if so, to immediately refer the client back to HLRS.

11. **Referral Process** - All prospective clients will be referred to individual members, rather than the member’s office, on a rotational basis within each panel. Each member to whom the potential client is referred is individually responsible for providing an initial consultation. Further services may be
administered in conjunction with another attorney in the office pursuant to normal office procedures. Each attorney is expected to handle referral clients with the same courtesy and diligence as non-referral clients. No member shall be obligated to render service to a referred client.

12. **Referral Policy** - When HLRS makes a referral, the member may not recommend or refer the client to another attorney. A member who transfers, in whole or in part, responsibility of any matter referred by HLRS to another attorney(s), remains contractually liable for any fees owed, and remains liable for collection and/or payment of any fees owed HLRS. A member shall pay HLRS fifteen percent (15%) of the total legal fee(s) received by any/all attorney(s) involved. Members are required to refer individuals back to the HLRS when not accepting a referral as a client.

13. **Maintaining Responsibility and Control of Referred Matters** - Maintain responsibility for and control of any initial and subsequent matter related to the initial referral. A member shall not transfer responsibility or control of any matter referred by HLRS without the knowledge and permission of HLRS, unless required by law or court order. Additionally, should the member find it to be in the best interest of the client, the member may ask another attorney outside the firm to act or to serve as co-counsel on the matter. The member shall notify HLRS of any such arrangement and remain responsible for the remittance of the fifteen percent (15%) fee due HLRS on all legal fees unless written approval from HLRS is obtained.

14. **Scope of Work** - The obligation to abide by HLRS rules and pay appropriate legal fees remain for all work related to the initial referral. Subsequent referral means any work that has resulted or arises from the initial referral, i.e., claims that arise out of the initial claim/cross-claim.

15. **Texas Occupations Code, Chapter 952 and Consultation and Percentage Fee Policy** - Charge each client referred by HLRS and interviewed by or retained for additional service a fee of twenty dollars ($20) for the initial thirty (30)-minute consultation, unless law prohibits such fee or HLRS waives the fee. The initial fee shall be charged by the member who shall, within thirty (30) days after receipt, remit fifteen dollars ($15) to HLRS, unless HLRS waives the fee. The initial fee shall include an initial legal consultation between the client and the member of at least one-half hour unless terminated earlier by client. Chapter 952 of the State of Texas Occupations Code states that a member may not charge more than twenty dollars ($20) for the initial thirty (30) minutes of consultation, and that a member’s bill to a potential client referred by HLRS may not exceed the total cost including legal fees and expenses that the client would be required to pay if HLRS had not referred the client. If the member expects to seek compensation for a longer consultation, the member and the client shall establish in advance a fee agreement therefore. Under no circumstances shall the attorney use the initial half-hour consultation exclusively to discuss fees and then bill the client at the member’s regular rate for a half-hour of substantive legal consultation.

16. **Written Agreements/Retention Letter with Clients** - Enter into a written fee agreement for all matters in which clients are charged fees in addition to the initial thirty (30)-minute consultation fee. Notify the client at the outset of representation that a portion of the fees is payable to HLRS and HLRS is entitled: - (a) to know the outcome of any legal representation, - (b) the legal fees received, and - (c) to audit the file to determine if HLRS has received the appropriate amounts. Upon the settlement of any such action, the attorney shall be obligated to include HLRS with those who have a right to know about a settlement, to the extent necessary to allow HLRS to have knowledge of the terms of the settlement, including all legal fees paid in the case, whether paid directly by another party, or by
settlement proceeds, so that HLRS may determine the portion of the legal fees to which HLRS is entitled.

17. **Percentage Fee Schedule** - Contribute fees, as described below, to HLRS when, as a result of a referral, an attorney has conducted an in-office consultation and/or has been retained, hired for additional services or otherwise receives a fee. Fees are paid based upon the following schedule:

   a. **Initial consultation only, or total legal fee(s) of less than $250** - remit only $15 fee to HLRS, or;
   b. **Referral generates total legal fee(s) between $250 and $499 (except Reduced-Fee cases)** - remit the initial $15 consultation fee plus an additional $10, or;
   c. **Referral generates total legal fee(s) of $500 or more (except Reduced-Fee cases)** - remit the initial $15 consultation fee plus an additional fifteen percent (15%) of the total legal fee(s).

Consultation and percentage fee payments will be remitted to HLRS within thirty (30) days of being earned and received. If a member fails to pay the fees owed within thirty (30) days of receipt of payment for services (this applies to all fee arrangements, e.g., hourly, set, contingent, retainer, hybrid) the member will be required to pay HLRS an administrative fee equal to ten percent (10%) of the total fees, plus any legal fees and expenses incurred by HLRS in an effort to collect the outstanding sums owed to HLRS.

18. **Concluding a Case** - Provide HLRS with a full accounting document that records total fees received on all retained matters when remitting the final payment to close the file with HLRS. Appropriate documents include, but are not limited to, the following: a copy of the accounting to the client, final billing statement, or settlement sheet. HLRS agrees to maintain complete confidentiality and will shred all settlement/closing documents within ten (10) days after full payment is received. HLRS must receive all fees within thirty (30) days from the receipt of any legal fees. If a member fails to report total fees earned or received, the case is not considered closed and administrative fees may be assessed. Additionally, HLRS may assign a value to any unreported or open matter that can be used should the case be assigned to the collections process.

19. **Pay Appropriate Membership Fees** - The HLRS fiscal year is July 1 through June 30. The annual listing fee should be paid according to the schedule below:

   a. **Member of Sponsoring Bar** - $205; after February 1 of current fiscal year - $105; or
   b. **Member of Non-Sponsoring Bar** - $230; after February 1 of current fiscal year - $120.

An additional $25 fee is required for participation on each Experienced Panel. Additionally, if a member has more than one office in the five-county area serviced by HLRS, an additional $125 listing fee per office must be remitted to receive referrals at that geographic location. When renewing membership, dues are due by July 1; membership will continue through the expiration of the HLRS processing period, July 15.

20. **Collections** - Failure to pay fees owed HLRS will result in a collections action. If a member fails to pay fees owed HLRS within the thirty-(30-) day period, the member may be required to pay HLRS an administrative fee equal to ten percent (10%) of the total fees plus all legal fees and any expenses, including fees of the court incurred by HLRS in an effort to collect the outstanding sums owed. Delinquent sums due and owing to HLRS shall bear interest at the rate of eighteen percent (18%) per annum, compounded monthly.
21. **Status Reporting and Tracking** - Inform HLRS of the status of referred clients by returning the reporting slip(s) and noting the proper disposition(s) within thirty (30) days of the date referred. Failure to do so will result in suspending the member from further referrals until the required information is received. During suspension, a member will receive no new referrals, though the member is obligated to remit fees and complete reports as otherwise required herein. A member shall track all HLRS referrals beyond the initial reporting period and notify HLRS of any change in disposition. HLRS recommends use of computer tracking software to provide adequate tracking of all retained clients. Each member will be allowed one suspension/reactivation per year for late reporting without penalty. Each subsequent suspension will require payment of a $50 fee to reactivate membership and begin receiving referrals.

22. **HLRS Rules of Membership and Suspension, Termination and/or Compliance Policies** - Abide by the Rules of Membership for HLRS. A violation of any HLRS rule(s) may result in suspension or termination from HLRS. If a member fails to uphold any rule(s), the member will be notified of the violation(s) and the member’s HLRS membership may be removed without refund of dues. The member may appeal the removal in writing as defined in the Suspension, Termination, and Compliance Policy, to HLRS within thirty (30) days of receiving notification of removal. Any member may resign or withdraw from a panel or panels at any time. However, the attorney remains obligated to provide completed reports for all referrals, pay all fees due to HLRS, and satisfy any other obligation to HLRS pursuant to the Rules of Membership.

23. **Client Surveys** - Cooperate with HLRS in regard to client surveys that ask HLRS clients specific questions to determine satisfaction with the service provided by HLRS staff and attorney members.

24. **Dispute Resolution with Clients** - Submit any disputes regarding fees with clients referred by HLRS to the Houston Bar Association Fee Dispute Committee for binding arbitration, if the client so elects.

25. **Dispute Resolution between Attorney and HLRS** - Submit any dispute between the member and HLRS to the Dispute Resolution Center for binding arbitration. Any dispute not resolved using this process may be turned over for court intervention. Some disputes may be appropriate for resolution through the Fee Dispute Committee of the Houston Bar Association for binding arbitration, pursuant to the rules, regulations, and procedures of that Committee. In this regard, if the Fee Dispute Committee issues a ruling in favor of HLRS and the member does not promptly pay the award in full within ten (10) days of its issuance, HLRS may take further action to confirm the award in a judgment and to collect on the judgment. The member agrees in any instance that the courts are involved, HLRS will be authorized to increase the amount of the arbitration award to include all reasonable legal fees incurred by HLRS after the date of issuance of the award by the Fee Dispute Committee. If the member refuses to submit to the arbitration process of the Fee Dispute Committee, HLRS will be authorized to take any legal action it deems appropriate, and will be entitled to recover from the member, in addition to the amount of the claim, all legal fees incurred by HLRS. However, under no circumstance will HLRS ever be responsible for any attorneys’ fees incurred by the member in connection with any dispute with HLRS.

26. **Audits** - Allow HLRS or its agents to examine and audit, in accordance with the Audit Policy, members’ financial or accounting records and the legal and accounting file with regard to referred clients if a question arises between the member and HLRS with respect to fees owed HLRS. The audit may include, but is not limited to, chart of accounts, general ledger-trial balance reports,
balance sheet, income statements, invoices, bank deposit records, trust account records, court filing records, calendars, appointment records, time sheets, docket sheets, engagement letters, fee agreements and contracts with HLRS clients, and all other related documents whether written or electronic. HLRS reserves the right to take all necessary actions, including appropriate collection efforts, to determine and assess whether and to what extent a member has remitted all fees owed to HLRS. This applies to current members as well as former members still owing fees to HLRS.

27. **Indemnity** - Indemnify and hold harmless the HLRS and its officers, directors, members, and employees from any and all claims, demands, actions, liability, or loss that may rise from, or be incurred as a result of any and all referrals of clients, or lack thereof, to the member through HLRS and attributed to allegations or claims of professional malpractice.

28. **Prohibition of HLRS Name or Logo** - No attorney shall be permitted to use the HLRS name in any advertising medium without prior written consent from the Board of Trustees of HLRS.

29. **Sole Discretion** - Abide by the decisions concerning membership. The Executive Director and the HLRS Board of Trustees shall have the authority to review the legal ability and the personal reliability and integrity of each member, to deny initial or continued membership on any panel, to renew or not to renew any member's application of membership, to limit the participation of any member on any panel and/or from general membership, to remove any member from any panel, or to remove from or deny initial or continued membership in HLRS for any other reason that the Board of Trustees shall deem appropriate in its sole discretion.

30. **Compliance with Law** - Comply with all federal, state, and local laws, rules, and regulations pertaining to services that are rendered to the public, including but not limited to, 29 U.S.C. §784 et seq. (Rehabilitation Act), 42 U.S.C. §2000e (Title VII), and 42 U.S.C. §12101-12213 (ADA); and abide by the Texas Occupation Code, Chapter 952, Texas Professional Code of Ethics and Texas Disciplinary Rules of Professional Conduct.

32. **No Assurance** - HLRS does not guarantee, promise, or assure fee-generating referrals will result from membership on any HLRS panel.

33. **Rules Subject to Change** - The Rules of Membership are subject to change without notice.

Captions - The captions appearing at the beginning of paragraphs are descriptive only and for convenience of reference. Should there be any conflict between any such caption and the paragraph in which such caption appears, the paragraph and not the caption shall control and govern in the construction of the Rules of Membership.

HLRS is certified to operate a lawyer referral program as required by the State of Texas under Chapter 952, Occupation Code, Certificate Number 9305.

NOTE: PAYMENTS MADE TO HLRS ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS.
DESCRIPTION AND RULES OF OPERATION

1. History and Purpose
The Lawyer Referral Service of Central Texas (LRS) is organized and operates to provide a public service by which any person may readily obtain legal services at an affordable fee, or referral information for appropriate legal service, or both.

LRS is a non-profit organization created by the Austin Bar Association (formerly Travis County Bar Association) in 1966 to assist individuals who do not have counsel and who are seeking help with a legal problem. Persons contacting LRS are either referred to a lawyer who has indicated that he or she is qualified to handle the legal problem presented or referred to community service organization. It is the responsibility of the Bar, and the professional responsibility of every lawyer, to make legal services available to all persons. In many ways, LRS serves as a clearinghouse for the entire legal community in the greater Austin area. Further objectives of LRS are:

- To acquaint people in need of legal services with the value of consultation with an attorney;
- To aid in the selection of a lawyer by providing information about lawyers and the availability of legal services;
- To provide general legal information needed by the public; and
- To encourage lawyers to recognize their obligation to provide affordable legal services to persons in need of such services.

2. How Does It Work?
One of the hallmarks of the referral service is screening. Referrals are made from information gathered during the screening process based on legal need, geographic area, and language spoken. The attorney next on the rotating list will receive the referral. The attorney’s record will then be rotated to the bottom of the referral list of that particular area of the law. If a panel member is not available for calls or consultations (vacations, seminars, etc.) please contact the LRS office to be placed on temporary hold.

The client is given the name and telephone number of one panel member and is then transferred directly to the lawyer’s office to arrange an appointment (unless the caller requests otherwise). Generally, the caller will receive one referral per phone call. The exception, when the caller will receive two referrals, is when they are calling from out of town or if they request two names. If two referrals are given, no call transfer is made.

The client is also advised:
- to inform the panel member's office that this is a Lawyer Referral Service referral;
- that they are entitled to a half-hour consultation with the panel member for no more than $20;
- that fees involved in representation should be discussed with the attorney.

Following the referral, a referral confirmation notice will be sent to the panel member and a comprehensive status report will be sent monthly. The Lawyer Referral Service will also send a survey to clients to follow-up on the service provided to the client by the LRS and the panel member.
3. How to Join
Complete an application including the Member Information Sheet, Subject Matter Applications, pay member dues, and provide a copy of the declaration page of the professional liability insurance policy. Contact Jeannie Rollo at 472-1311 to schedule an appointment.

LRS MEMBERSHIP RULES

I. Membership Criteria
Membership is extended to all Travis, Hays, Bastrop and Williamson County attorneys licensed to practice law and members in good standing with the State of Texas, who are engaged in the full-time, private practice of law.

Members must maintain an office in the county(ies) that LRS serves. The office is one in which the attorney maintains a full time practice of law. The Director, with the advice and consent of the LRS Board of Trustees, will have discretion to evaluate the type of practice and how that affects the attorney’s ability to serve the geographical area. The LRS Board has final discretion in allowing exceptions. Office space must be completely separate from living space with a separate entrance. For home offices that do not have a separate entrance and meeting space, all attorney/client meetings must take place in a courthouse, law library, law office conference room, or other similar setting to insure safety, privacy, and professionalism.

Panel members must carry profession liability insurance with limits not less than $100,000 per claim and $300,000 aggregate. Panel members must attach a copy of the declaration page of the policy to the application for membership. LRS will notify the panel member when the policy has expired and LRS will place the attorney on inactive status until current insurance information has been received. Panel members have the affirmative duty to notify LRS of renewal, cancellation, or other changes to the insurance policy, and should authorize the insurance carrier to supply LRS with any information concerning the policy.

Panel members must possess legal ability and competency to handle legal issues in the categories they have designated for referrals. Panel members must demonstrate personal reliability and integrity and comply with all rules of the Lawyer Referral Service of Central Texas.

II. Membership Dues (non refundable/non prorated)
Annual membership fees are: (membership year is July 1 through June 30 effective of 2/2/09/new dues structure will be put in place July 1, 2010.)

a. $200.00 if licensed more than 3 years.

b. $175.00 if licensed 1 to 3 years.

c. $150.00 if licensed less than 1 year.

To encourage participating in a local bar association, new LRS panel members, joining for the first time, will receive a $50 discount on LRS dues when they also join the bar association (effective 3/3/2009).

III. Consultation Fees
Referral clients will be informed about the initial consultation fee and that further services and fees will be decided upon privately. Please refer the referral client back to the referral service if representation is denied. If a panel member plans to exceed thirty minutes and charge for the time that exceeds thirty minutes, make certain the referred client understands all fees prior to the start of the consultation. Panel members must have in place written fee agreements.

Panel members must collect a $20.00 consultation fee from the client at the first appointment. The charge is for consultation only. Please use discretion in giving advice over the phone. Please collect the initial consultation fee immediately before meeting with the client. Checks should be made payable to the Lawyer Referral Service. Please do not forward cash to LRS.

For personal injury (including workers comp), bankruptcy, mediation, and social security disability cases, the attorney must remit the $20.00 referral fee to LRS on all cases if the panel member has been retained and receives a fee. Please do not charge this fee to the client. This fee applies regardless of whether the case generates more than $400.00. The status reports will reflect "retained, no consult fee" until the consult fee has been paid.
IV. Fee Agreements
Compensation for additional time or services beyond the initial one-half hour consultation must be agreed to between the panel member and the client before the client is charged any fee beyond the $20.00. Please be sure the client understands that additional fees may apply upon the expiration of the initial thirty-minute consultation. All participating panel members must have written fee agreements with clients who retain them through the LRS referral. Please contact the LRS office for sample fee agreements.

V. Percentage Fees
The combined fees and expenses charged a referred client should not exceed the total charges that the client would have incurred had no referral service been involved.

Panel members are required to pay the Lawyer Referral Service a 15% referral fee on each LRS case that generates a fee of $400.00 or more. This formula is based on all fees received. For example: On a $1,000.00 legal fee, the referral fee would be $90.00, i.e., 15% of $600.00.

If the referred lawyer and the client enter into an agreement whereby the referred lawyer will provide legal services to the client for which the client will pay a fee, then percentage fees will be due the LRS upon payment of the fees by the client. No percentage fee is due on the first $400 in fees paid by the client, in other words, there is a $400 “deductible.” For all fees earned thereafter, fifteen percent (15%) is due the LRS. After collection of the first $400 in fees, the referred lawyer shall remit 15% of all fees paid to the lawyer (whether the client has paid in response to a bill or whether the attorney has billed against funds held in trust) to the LRS on the next status report cycle, even if the attorney anticipates that additional fees will be paid in the future by the client.

If the referred lawyer fails to remit the appropriate percentage fee to the LRS within the next status report cycle, the Director shall notify the lawyer requesting immediate remittance of the appropriate percentage fee to the LRS. At the same time, the Director shall remove the lawyer’s name from the referral panels until the percentage fees are paid. A $25 reinstatement fee may apply if the panel member has failed to update status reports beyond the second reporting cycle and has been suspended.

When fees are returned with a status report, please indicate whether the amount is a percentage fee or consultation fee and for which client the monies will be applied.

The following must occur for LRS to close and process a final status on a referred case:
- Please indicate on the status report all fees received, the date fees were paid, and submit the final client billing or settlement statement with the status report.
- LRS must receive all fees within 30 days from the receipt of fees.
- If the referred lawyer fails to remit the appropriate percentage fee to the LRS within 30 days of closure of a referred matter, the Director shall contact the panel member, requesting immediate payment of the appropriate percentage fee to the LRS.
- If the member is delinquent, the Director shall remove the lawyer’s name from the referral panels until the percentage fee is paid. If the lawyer fails to respond within 15 days of the receipt of the notification sent by the Director, the Director will present the matter to the Collections Committee for submission to collection, pursuant to LRS Section VII of the LRS Membership Rules. At the discretion of the Director and/or Committee, the Board of Trustees of the Lawyer Referral Service of Central Texas may be notified when a panel member has failed to remit the appropriate forms and/or funds to LRS. The Board of Trustees of the LRS of Central Texas may also take whatever action is deemed appropriate, including initiating collection actions and imposing a collection penalty in addition to fees due LRS.
- After the third suspension for failure to pay fees due LRS the panel member is subject to removal from LRS.

If LRS refers a caller who puts other people in touch with LRS attorney for the same case, LRS is entitled to 15% of fees from all related cases. However, if the LRS referred case closes and some time later the client re-contacts the attorney on another matter, LRS will not require the 15% fee on the matter unrelated to the LRS referral.
If a LRS panel member cannot handle an LRS referral, the client must be referred back to the LRS for another referral. Under no circumstance should panel member refer an LRS caller to a non-LRS attorney or broker a referral. Please contact the LRS with any questions. There is an ongoing obligation to remit percentage fees to LRS. If LRS member decides to share the LRS referral with another attorney, LRS must still receive 15% of all fees generated (including those paid to attorney brought in on case). There shall be no brokering of clients or cases referred by LRS.

LRS is entitled to (a) know the outcome of any legal representation, (b) the fees received, and (c) to audit the file to determine if it has received the appropriate amounts. Upon the settlement of any such action, the attorney shall be obligated to include LRS with those who have a right to know about a settlement, to the extent necessary to allow LRS to have knowledge of the terms of the settlement, including all fees paid in the case, whether paid directly by another party, or by settlement proceeds, so that LRS may determine the portion of the fees to which it is entitled.

VI. Subject Matter Panel Application
Members must submit Subject Matter Applications to participate in the many panels. Some applications require proof of experience in particular practice areas. All membership information may be found at www.AustinLRS.org.

VII. Fee Disputes/Audits
Fee disputes arising between LRS and member attorneys that cannot be resolved through intervention by the Executive Director, the Collection Committee, or the Board of Trustees, are subject to collection procedures by LRS.

In an effort to facilitate collection efforts, LRS may require the panel member allow LRS or its agent to examine and audit members’ financial or accounting records and the legal files with regard to referred clients. The audit may include, but is not limited to, chart of accounts, general account records, court filing records, calendars, appointment records, time sheets, docket sheets, engagement letters, fee agreements, and contracts with LRS clients.

VIII. Referral Forms
Daily referral confirmation reports will be emailed to the attorney’s office when a referral is made. Please retain the forms or return them with payment to LRS.

Comprehensive status reports will be faxed (soon to be posted on the LRS website [www.AustinLRS.org]) once a month listing all pending or open cases. Failure to return the forms within thirty days will be grounds for suspension from the rotation. A $25 reinstatement fee may apply to suspended panel members whose reports are over 60 days late. Reports will be considered delinquent until completed and fees paid. When fees are paid, please indicate whether the amounts are percentage fees or consultation fees. Please indicate on the status report all attorneys’ fees received.

IX. Follow-up
LRS sends follow-up surveys asking if clients consulted with the panel member, amounts of fees paid, and if they were satisfied with how their matter was handled. Any pertinent information will be forwarded to panel members, and, if deemed necessary by the Director of the LRS, to the Board of Trustees. LRS routinely monitors referrals by checking court dockets, legal notices, etc.
MATCH PROGRAM PANEL

The Match Program is a reduced fee program through which LRS matches low to modest income clients with attorneys willing to handle their case at the reduced rate of $75.00 per hour (maximum). The Match Program is currently available for family law matters, guardianship cases, and drafting of simple wills. Your decision to join the Match Program will help meet the profession's responsibility of providing legal services to all low income Central Texans who qualify. Ask the LRS office for more information. To encourage involvement in this program, LRS provides professional liability insurance coverage for participating Match attorneys who take only Match referrals. The insurance covers Match cases only. If you participate in the Match Program ONLY, your membership dues will be waived the first year. If you join both LRS and Match, you must pay full LRS membership dues and carry malpractice insurance.

LAWYER OF THE DAY

As part of a "24 hour service," criminal law panel members can participate after 5pm and holidays as "on call" attorneys to receive emergency and jail calls. You are permitted to handle all cases in which you are qualified under LRS guidelines. You are entitled to fees for any service performed and obligated by the terms of your agreement with LRS to contribute the first $20.00 consultation fee to LRS. If you are interested, please call 472-1311 for further information.

MENTOR PROGRAM

The Lawyer Referral Service offers a mentoring program, particularly for attorneys participating in the family law matters through the Match Program. If you agree to mentor, your name will be given to your protégé needing a consultation on a legal matter. Mentors will not be "of record," nor be required to hold lengthy meetings with protégé. Mentors should be willing to accept occasional phone calls and offer information or support on difficult cases.

LAWFON

LawFON (Lawyer Friends of Non-profits) is a program where legal work is provided to qualifying non-profits at a reduced rate $70.00 per hour. The non-profit will also receive a one-hour consultation for $20, payable to LRS. If you are interested in providing this service, please contact LRS for more information.

LEGALLINE

On the first Tuesday of each month, attorney volunteers take calls from the public to give brief legal advice and assistance. All calls remain anonymous. If more in-depth legal advice is needed, the attorney volunteers refer callers to other agencies or to LRS for a referral. Please volunteer for this worthwhile service.
DISCIPLINARY PROCEDURES
SUSPENSION AND TERMINATION OF MEMBERSHIP

I. Membership in the Lawyer Referral Service of Central Texas, Inc. is a privilege extended to those attorneys who meet the stated qualifications and agree to comply with LRS regulations. Those qualifications include the requirements that you:
   a. Be a member in good standing of the State Bar of Texas;
   b. Engage in the full-time, private practice of law;
   c. Maintain suitable office for receiving clients. Office space must be completely separate from living space with separate entrance and in a commercially zoned area;
   d. Possess legal ability and competency to handle legal issues in the categories designated for referrals; and
   e. Demonstrate personal reliability and integrity.

II. The attorney has an affirmative duty to inform LRS within five (5) days if he/she receives a public or private reprimand, is placed on probation, suspended, or disbarred by the State Bar of Texas, is charged by information or complaint with a misdemeanor offense that constitutes a crime of moral turpitude, or is indicted on felony charges. The LRS conducts a check of disciplinary records of all panel members on a weekly basis.

III. The Director is empowered to suspend any attorney member indefinitely for one or more of the following violations:
   a. Failure to return referral slips and/or fees with thirty (30) days of the date of the referral;
   b. Failure to update LRS membership materials;
   c. Failure to provide proof that professional liability insurance is in force and effect;
   d. Failure to remit fees owed LRS;
   e. Failure to respond to LRS inquiries regarding delinquent fees or client complaints, or
   f. Failure to notify LRS of any public or private reprimand as outlined in section II above.

The Director will send written notice, via postal or electronic mail, of the suspension to the attorney at his/her last known address on or before the date the suspension commences. The attorney’s status shall not be jeopardized by such action except that the referrals will not be made during this suspension. If the attorney has not cured the violation within sixty-two (62) days to the satisfaction of the Director, he/she will be subject to termination from the panel. If an attorney is terminated for refusal to pay fees due to LRS, his/her firm will be considered liable to LRS for the fees.

Any member whose membership is suspended or terminated under Section I, II, or III of the Disciplinary Procedures will not be allowed to renew his/her membership until the violation causing the suspension or termination has been cured. Any member who has been terminated will have to present his/her application to the Board of Trustees for readmittance to the panel.

IV. The Director is empowered to suspend any attorney for a period not to exceed sixty-two (62) days for any good cause including but not limited to the following violations:
   a. Any public or private reprimand, probation, suspension or disbarment from the State Bar of Texas;
   b. Any indictment for any felony or charged by information or complaint with a misdemeanor offense that constitutes a crime of moral turpitude;
   c. Filing of formal criminal charges involving moral turpitude;
   d. Litigation relating to suspension or disbarment from the State Bar of Texas;
   e. Failure to meet or maintain the qualifications for membership in LRS established by the Board of Trustees;
   f. Engaging in conduct harmful or injurious to the goals, reputation, or interest of LRS, including:
      g. Giving the client the impression that persons referred by LRS are entitled to less consideration than other clients;
      i. Consistent unavailability to referred clients;
      ii. Consistent refusal to make or keep appointments with referred clients;
iii. Rudeness to clients; 
iv. Repeated fee disputes with clients; or
v. Consistent or excessive complaints from referred clients.

The Director will send written notice, via postal or electronic mail, of the suspension to the attorney at his/her last known address on or before the date the suspension commences. The letter will include specific reference to the nature of the violation, the date of the suspension, and notice that failure to cure the violation to the satisfaction of the Director within the time period stated will result in termination of the attorney's membership in LRS. The attorney's status shall not be jeopardized by such action except that referrals will not be made during the suspension.

If, within sixty-two (62) days of the date the suspension commences, the attorney does not cure the violation to the satisfaction of the Director, the Director will terminate the attorney's membership. The Director will send written notice of this action restating the nature of the violation.

V. Administrative termination may be appealed by written request to the Director. The Director will designate the date of the next Board of Trustees' meeting as the hearing date and will notify the attorney and all members of the Board of Trustees of the date and nature of the hearing. At the meeting, the attorney may be present with or without counsel. It shall be the burden of the attorney to prove by a preponderance of the evidence that he/she is not guilty of the violation stated in the termination notice. The attorney will be expected to respond to questions by the Board of Trustees; the failure to cooperate may be a factor in the Board’s decision. A simple majority vote by Board members (assuming a quorum is present) shall determine whether the attorney will be reinstated. This decision shall be final without a right of appeal.

Revised: June 5, 2009
ATTACHMENT 5
AGREEMENT FOR
LAWYER REFERRAL SERVICE MEMBERSHIP

1. I maintain a full-time private law practice.

2. I agree that this Application may be reviewed by the Ethics Department of the Columbus Bar Association (CBA) to determine whether I have any formal disciplinary proceedings against me or ethical grievances under investigation by the CBA’s Professional Ethics and Grievance Committee, the Supreme Court’s Disciplinary Counsel or any other comparable body. I understand that I will not be admitted to the panel until any such disciplinary proceeding or grievance has been resolved in my favor.

3. I agree that if, after admission to the panel, I am notified by any disciplinary authority that I am the subject of an investigation regarding professional ethics, I will immediately notify the Director of the Lawyer Referral Service (LRS) of the investigation. I also agree to immediately notify the Director if I become subject to any disciplinary, CLE, or other suspension from practice.

4. I waive my right to privacy under Gov. Bar Rule V, Sec. 10(E)(1) with respect to such grievances to the limited extent of allowing the Director of the LRS to be informed regarding such investigations.

5. I currently carry at least $100,000 professional liability insurance, and, if my coverage is terminated for any reason, I will notify the LRS immediately at which time my name will be withdrawn from the panel. I will submit a renewal verification form to the LRS office within thirty (30) days from the expiration date of the terminating policy along with the coverage of my new policy which shows my limits and deductible.

6. I agree to use a written fee agreement with every fee-generating referral from the LRS and to provide an executed copy to my client(s).

7. I agree that any fee dispute between me and the CBA Lawyer Referral Service will be submitted to binding fee arbitration through the CBA Fee Arbitration Committee with each side picking an arbitrator and then the arbitrators picking a chair. I agree to cooperate with the arbitration and be fully bound by any decision made by the arbitrators.

8. I agree to perform at the LRS office’s request at least one pro bono case per calendar year in one of the practice areas I have indicated on my AREAS OF PRACTICE FORM.

9. I understand that the LRS office will give the name, address, and phone number on a rotating basis of one to three attorneys who have expertise in the area in question and are in a convenient location for the caller. I also understand that prospective clients may be told whether it is the customary practice of the attorney to charge for initial consultation and the number of years that the attorney has been in practice.

10. I understand the panel membership dues for a one year period are $400.00 for Columbus Bar Association members, and $650.00 for nonmembers (unless you are in your first three years of practice in which case the dues are $300.00 and $550.00 respectively). On any referral I receive which generates a fee of two hundred dollars ($200) up to and including one hundred thousand dollars ($100,000), I agree to pay fifteen percent (15%) of the entire fee to the LRS within thirty (30) days of receiving my fee. For contingent fees of more than one hundred thousand dollars ($100,000), I agree to pay twenty-five percent (25%) of the entire fee to the LRS within thirty (30) days of receiving my fee. I agree to pay the applicable percentage fee on each increment of the total fee I receive and not to withhold payment to the CBA until the entire fee is received by me.
II. If payment to the LRS office is not received within thirty (30) days, I understand that I will receive written notice and that my name will be removed from rotation until payment is received by the LRS office.

12. I understand that I may not increase the fee for legal services to a client referred by the CBA to cover the amount paid to the LRS.

13. I will keep accurate records of all cases sent from the LRS office, and I will promptly respond to inquiries by the LRS office (written or oral) regarding referrals.

14. I understand that, if I accept employment by a prospective client and deem it necessary and prudent to associate another attorney as co-counsel to assist me in the case, then I shall immediately notify the LRS of the name and address of said co-counsel. I understand that I will bear responsibility for the appropriate percentage fee of the entire fee not just my portion of the fee (see paragraph 10).

15. I declare my commitment to the Profession and the Lawyer Referral Service by adopting, advocating and adhering to these standards of conduct:

My Declaration of Commitment to Clients
To treat clients with respect and courtesy.
To handle their legal matters competently and diligently, in accordance with the highest standards of the profession.
To charge a reasonable fee and to explain in advance how that fee will be computed and billed.
To return phone calls promptly.
To keep clients informed and provide them with copies of important papers.
To respect my clients' decisions on the objectives to be pursued in their case, as permitted by law and the rules of professional conduct, including whether or not to settle their case.
To work with other participants in the legal system to make our legal system more accessible and responsive.
To preserve the clients' confidences learned during our lawyer-client relationship.
To exhibit the highest degree of ethical conduct in accordance with the Code of Professional Responsibility.

16. I understand that this agreement can be terminated in writing by either party without cause at anytime. Upon termination of the agreement all client matters previously referred by the CBA Lawyer Referral Service remain subject to the terms of the Agreement for Lawyer Referral Service Membership.

17. I have read the above agreement, and I am aware of its contents. I agree to abide by this agreement with the Columbus Bar Association Lawyer Referral Service.

Signature ___________________________ Date ___________________________

Name ___________________________
(print)

10/2007
n:\LRS\LRSFORMS\Agreement 2007
COLUMBUS BAR ASSOCIATION
APPLICATION FOR
LAWYER REFERRAL SERVICE

DATE ______________

1. (Last Name) ____________________________________________ (First Name) ____________________________________________ (Middle Initial) ____________________________________________

2. (Street Address) ____________________________________________ (Suite Number) ____________________________________________ (City/state/zip) ____________________________________________

3. (Firm Name, If Any) ____________________________________________ (Business Telephone No) ____________________________________________

4. (Fax Number) ____________________________________________ (Email Address) ____________________________________________

5. Are you a member of the Columbus Bar Association? ________ Yes _______ No

6. Admitted to Ohio Bar on ____________________________________________ (date of first admission) ____________________________________________ (last date of registration. Registration # __________________)

7. In what other state(s) are you licensed to practice law __________________

8. Are you aware of any unresolved ethics complaints filed against you ________ Yes _______ No.
If so, (attach explanation)

Investigating Agency: (e.g. Disciplinary Counsel, Columbus Bar Assn.) ____________________________________________

Date of Complaint _________________ Status of Complaint _________________

9. Have you been the subject of an ethical grievance filed with any disciplinary authority (including, but not limited to the Columbus Bar Association and The Office of Disciplinary Counsel) or been personally sanctioned by any court in this or any other jurisdiction in which you are admitted? ________ Yes _______ No.
If yes, please specify the state, the name of the grievant, the nature of the grievances and the disposition.
(attach explanation) ____________________________________________

10. Engage in private practice since _________________

11. Admitted to Federal Bar _________________ Yes _________________ No

12. Is it your practice to charge initial consultation fee _________________ Yes _________________ No

B - Suspension Procedures

N:\Irsforms\application.doc
13. I understand that the Columbus Bar Association Board of Governors reserves the right to interview me about allegations of unprofessional conduct and/or disciplinary violations and to deny admission to the panel for same.

(NOTE: Your signature on this agreement will constitute an explicit waiver of the privacy provisions of Gov. Bar Rule V Section (11) (1) to the extent necessary to allow Bar Counsel, the lawyer Referral Committee and the Board of Governors to examine records regarding any such grievance.)

Signature __________________________ Date __________________________

Enclosed is my payment $ ___________ ($400.00 for CBA members, and $650.00 for nonmembers)

Method of Payment: ___ Check ___ Visa ___ MasterCard

If by credit card please complete the following:

Credit Card No. __________________________ Expiration Date ___________

Name on Card ____________________________

Authorized Signature ______________________ Date ____________

Membership dues for and/or volunteer services rendered to the Lawyer Referral Service of the Columbus Bar Association are not deductible as charitable contributions for Federal Income Tax purposes. However, such dues may be deductible as a business expense to the extent not allocated to lobbying expenditures. Columbus Bar estimates that the non-deductible portion of your dues is 0 percent.
RULES OF OPERATION

of the

LAWYER REFERRAL AND
INFORMATION SERVICE

of the

SAN DIEGO
COUNTY
BAR ASSOCIATION
TABLE OF CONTENTS

ARTICLE ONE .......................................................... PURPOSE .......................................................... 4
Section 1. GENERAL PURPOSE ..................................... .......... 4

ARTICLE TWO .......................................................... ORGANIZATION .......................................................... 4
Section 1. TITLE ............................................................ 4
Section 2. DEFINITION OF TERMS ......................................... 4
Section 3. STATE BAR MINIMUM STANDARDS/COMMITTEE ............ 4
Section 4. LRIS ADMINISTRATOR ........................................ 5
Section 5. REFERRAL ROTATION ......................................... 5
Section 6. ANNUAL REPORT ............................................. 5

ARTICLE THREE .......................................................... ADMINISTRATION .......................................................... 5
Section 1. ATTORNEY REGISTRATION ..................................... 5
Section 2. REGISTRATION FEE ............................................... 6
Section 3. SUBJECT MATTER PANELS .................................... 6
Section 4. APPLICATION REVIEW .......................................... 7
Section 5. ONGOING REVIEW OF QUALIFICATION ....................... 7
Section 6. VOLUNTARY WITHDRAWAL ................................... 7
Section 7. MASTER REGISTRATION FILE ................................. 7
Section 8. FEES ............................................................. 7
   a. INITIAL CONSULTATION .............................................. 7
   b. FEE DISPUTES ........................................................... 7
Section 9. PERFORMANCE OF SERVICE/FURTHER REFERRAL ............ 7
Section 10. PANEL MEMBER RECORDS AND REPORTS .................... 8
Section 11. RULES OF PROFESSIONAL CONDUCT ....................... 8
Section 12. LAWYER WARRANTIES/INSURANCE/INDEMNIFICATION .... 8
Section 13. FORWARDING FEES ........................................... 8
   (a) USE OF FORWARDING FEE ......................................... 8
   (b) MATTERS COVERED BY FORWARDING FEE ....................... 9
   (c) PAYMENT OF FORWARDING FEES .................................. 9
Section 14. IMMUNITY FOR LAWYER REFERRAL SERVICES, DUTY TO DISCLOSE DISCIPLINARY ACTIONS .......................................................... 9
Section 15. PRIVILEGED LAWYER-CLIENT COMMUNICATION .............. 9

ARTICLE FOUR .......................................................... SUSPENSION, REMOVAL, HEARING & APPEAL ...................... 10
Section 1. SUSPENSION AND REMOVAL .................................. 10
Section 2. REQUEST FOR HEARING ...................................... 10
   a. NOTICE OF DECISION ............................................. 10
   b. TIME AND PLACE FOR HEARING .................................. 10
   d. POSTPONEMENT AND EXTENSION ................................ 10
   e. DECISION OF THE COMMITTEE ................................... 10
   f. THE APPEAL ......................................................... 11
Section 3. HEARING PROCEDURE ....................................... 11
Section 4. APPEAL TO BOARD OF DIRECTORS OF THE ASSOCIATION.......................... 13
a. TIME FOR APPEAL ............................................. 13
b. GROUNDS FOR APPEAL ...................................... 13
c. TIME, PLACE AND NOTICE ................................. 13
d. NATURE OF APPELLATE REVIEW .......................... 13
e. FINAL DECISION ................................................. 14
f. FURTHER REVIEW .............................................. 14
g. RIGHT TO ONE HEARING ONLY .............................. 14

ARTICLE FIVE.............................................................................................................. 14
AMENDMENT .............................................................................................................. 14
Section 1. AMENDMENT ............................................................................................ 14
RULES OF OPERATION
of the
LAWYER REFERRAL AND INFORMATION SERVICE
of the
SAN DIEGO COUNTY BAR ASSOCIATION

(effective September 5, 1978)

ARTICLE ONE

PURPOSE

Section 1. GENERAL PURPOSE. It is the purpose of the Lawyer Referral and Information Service to render a public service by making referrals to qualified, insured Lawyers and to provide information about Lawyers and the availability of Legal Services.

ARTICLE TWO

ORGANIZATION

Section 1. TITLE. These Rules shall be called Rules of Operation of the Lawyer Referral and Information Service of the San Diego County Bar Association.

Section 2. DEFINITION OF TERMS. As used herein the term "Association" means the San Diego County Bar Association; the term "Committee" means the Standing Committee of lawyers designated to administer the Lawyer Referral and Information Service; the term "Applicant" means clients making application for legal services with the Lawyer Referral and Information Service; the term "Service" means the Lawyer Referral and Information Service of the San Diego County Bar Association.

Section 3. STATE BAR MINIMUM ST ANDARDS/COMMITTEE. The Service shall be operated, in accordance with these Rules and the Minimum Standards for a Lawyer Referral Service in California, which Minimum Standards and any amendments thereto as may be adopted from time to time by the Board of Governors of the State Bar of California, are incorporated by reference herein as though set forth fully at length. Any conflict between the body of these Rules and the Minimum Standards as adopted by the State Bar, shall be resolved by reference to the Minimum Standards.

The Service shall be managed by a Committee of nine voting members, consisting of the Treasurer and a Board Liaison of the Association, who shall automatically be replaced each year by their successors; and seven lawyers appointed by the President of the Association with the approval of the Board of Directors to serve extended terms. (The terms of the members of the Committee who serve for three years shall be staggered so that at least two new members are appointed each year.) Of such 7 seats, 3 shall be designated Class A seats with terms of office expiring December 1996 and every 3 years thereafter; 2 shall be designated Class B seats with terms of office expiring December 1997 and every 3 years thereafter; and 2 shall be designated Class C seats with terms of
office expiring December 1998 and every 3 years thereafter. In the event of a vacancy, the then President of the Association (with Board approval) may fill the vacancy. The President of the Association shall be an ex officio member of the Committee, but not entitled to vote. *(Amended November 1987 & May 1999)*

Section 4. **LRIS ADMINISTRATOR.** The Service will be operated by the LRIS Administrator together with other LRIS personnel. The LRIS Administrator shall make a monthly report to the Committee or at any time the same is requested by the Chairperson of the Committee. The Service shall keep the records set forth in Rule 15 of the Minimum Standards for a Lawyer Referral Service in California, and shall maintain a list of lawyers eligible to receive cases according to the type of case.

Section 5. **REFERRAL ROTATION.** Referrals generally shall be in rotation except that the service should keep in mind the distance involved from the home address of the Applicant to the office of the lawyer. Referrals outside requiring fluency in a foreign language shall, to the extent possible, be referred to an attorney having fluency in that language.

Section 6. **ANNUAL REPORT.** The LRIS Administrator and the Chairperson of the Committee of the Service shall annually file with the State Bar, on a form to be supplied by it, a report on the activities of the Service and of the Committee.

ARTICLE THREE

**ADMINISTRATION**

Section 1. **ATTORNEY REGISTRATION.** Any member in good standing of the State Bar of California engaged in the active practice of the law in San Diego County may apply for registration with the Service by signing and filing with the Service a registration form to be provided by the Service, paying the application and registration fee, and by providing a receipt of either a Certificate of Insurance or Cover sheet of your professional liability insurance. The application shall not be processed without paying the application and registration fee. Each member shall pay an application fee for each panel in which the member applies. However, no more than one registration fee per year shall be collected from any lawyer irrespective of the number of panels that the member is admitted. Each application fee shall be retained by the Service whether or not a given applicant is approved.

Section 2. **APPLICATION & REGISTRATION FEE.** Each member of the Service shall pay an initial application fee of $50.00 per application with the exception of Modest Means panel.
Each panel member shall pay an annual registration fee of $125.00 for SDCBA Members and $350.00 (fees revised 03/09) for Non-SDCBA Members. This registration fee shall be charged irrespective of when in the course of the year, application is made, and shall serve as registration fee only to the end of the calendar year in which the application is made.

Failure to timely pay the re-registration fee for the following calendar year shall, at the option of the Committee, serve as a basis for denying re-registration with the Service. Subsequent re-registration may occur pursuant to the standards established by the Committee.

Section 3. **SUBJECT MATTER PANELS.** The Committee shall, subject to the approval of the Board of Directors of the San Diego County Bar Association, maintain such subject matter panels in the fields of law as it shall determine. Subject matter panels now established by the Lawyer Referral and Information Service are as follows:

<table>
<thead>
<tr>
<th>Administrative Law</th>
<th>Guardianship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption</td>
<td>Immigration and Naturalization</td>
</tr>
<tr>
<td>Bankruptcy – A (Personal)</td>
<td>Juvenile Court</td>
</tr>
<tr>
<td>Bankruptcy – B (Commercial)</td>
<td>Landlord-Tenant</td>
</tr>
<tr>
<td>Civil Litigation</td>
<td>Legal Malpractice</td>
</tr>
<tr>
<td>Commercial Litigation</td>
<td>Medical Malpractice</td>
</tr>
<tr>
<td>Conservatorship</td>
<td>Military Law</td>
</tr>
<tr>
<td>Consumer Fraud</td>
<td>Personal Injury - Plaintiff</td>
</tr>
<tr>
<td>Corporation and General Business</td>
<td>Personal Injury - Defendant</td>
</tr>
<tr>
<td>Criminal Law: (State Misdemeanor, Felony and Federal)</td>
<td>Probate</td>
</tr>
<tr>
<td>Elder Law- (Financial/Physical Abuse)</td>
<td>Real Estate Transactions</td>
</tr>
<tr>
<td></td>
<td>Social Security Disability</td>
</tr>
<tr>
<td></td>
<td>Taxation</td>
</tr>
<tr>
<td>Employment</td>
<td></td>
</tr>
<tr>
<td>Family Law</td>
<td>Wills, Trusts and Estate Planning</td>
</tr>
<tr>
<td>General Panel</td>
<td></td>
</tr>
<tr>
<td>Appellate (Civil and Criminal)</td>
<td>Workers’ Compensation</td>
</tr>
<tr>
<td>Civil Rights</td>
<td></td>
</tr>
<tr>
<td>Condemnation</td>
<td></td>
</tr>
<tr>
<td>Entertainment</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
</tr>
<tr>
<td>General-Patent, Trademark &amp; Copyright</td>
<td></td>
</tr>
<tr>
<td>Securities</td>
<td></td>
</tr>
</tbody>
</table>
Section 4. APPLICATION REVIEW. The Committee shall review each application for a subject matter panel and shall evaluate, and at its option, investigate, the qualifications of the registrant for each subject matter panel requested in light of the current qualifications on file in the office of the Service. All applications for membership shall be in the form of a declaration under penalty of perjury with respect to the satisfaction of requirements for membership in the Service or panel thereof, if, in their opinion after evaluation or investigation, any registrant is not qualified to serve on such subject matter panel, the Committee shall reject his/her application for membership, shall so advise him/her in writing shall specify the reasons for its decision and shall inform him/her that he/she has ten (10) days within which to request a hearing before the Committee.

Section 5. ONGOING REVIEW OF QUALIFICATION. For good cause, the Committee may review the qualifications of any member of any subject matter panel. If, in the Committee's opinion after such review, a member of any subject matter panel is not then qualified to serve on such subject matter panel, the Committee shall suspend or remove said member's name from such subject matter panel, shall so advise the member in writing, shall specify the reasons for its decision and shall inform him/her that he/she has ten (10) days within which to request a hearing before the Committee.

Section 6. VOLUNTARY WITHDRAWAL. Any panel member may withdraw from the Service upon giving five (5) days written notice to the Committee and submitting all payments and reports on all unreported referrals.

Section 7. MASTER REGISTRATION FILE. A master file of registration records of all members of the Service shall be maintained by the LRIS Administrator of the Service. Reference of cases will be on a rotation basis, subject to the foreign language and geographic considerations set forth in Article Two, Section 5 above.

Section 8. FEES. All Lawyers registered with the Service shall agree to render professional services for each layman referred by the Service upon the following fee basis;

a. INITIAL CONSULTATION. All lawyers registered with the Service will charge each person referred by the Service nothing for the initial conference up to thirty (30) minutes. All compensation for professional services rendered thereafter will be subject to agreement between the attorney and the referred person.

b. FEE DISPUTES. Disputes as to fees, at the request of the client, shall be submitted to the Standing Committee on Arbitration of the San Diego County Bar Association. When an attorney first becomes aware of a fee dispute, he/she shall provide the client with a written notice of his or her right to arbitrate, submitting a copy of this letter to the San Diego County Bar Association.

Section 9. PERFORMANCE OF SERVICE/FURTHER REFERRAL. Persons referred by the Service to panel members in the Service are to be given their first conference by the attorney at whom such person is referred. If, after the first conference, said person is in need of further legal services which the panel member cannot provide, the panel member shall refer such person back to the office of the Service. Any subsequent panel member to whom said person is referred shall be obligated to pay to the Service the forwarding fee specified in Article Three, Section 13. Under no circumstances shall a panel member refer said person to another attorney who is not a panel member. Other
attorneys in the panel member's firm may assist on the matter, provided that the panel member exercises a reasonable degree of supervision over the matter. Any panel member who refers in violation of this Section shall be liable to the Service in an amount equal to 15% of all fees paid by the Applicant on all matters specified in Section 13 (b).

Section 10. PANEL MEMBER RECORDS AND REPORTS. Each panel member shall keep a record of the name of each client referred to him or her through the Service, the date of the reference, the general nature of the matter referred and the total fee received. Upon receipt of a fee or a portion thereof, or upon disposition of the matter, the attorney shall report to the Service on the matter. Said report shall include prorated payment of any fees collected. The total fee charged and received shall be reported by the panel member at any time such member is required to pay a forwarding fee to the Service. The Service may also from time to time request written reports on all matters being handled by said panel member.

Section 11. RULES OF PROFESSIONAL CONDUCT. Each panel member shall be guided, governed and bound by the Rules of Professional Conduct as applied to members of the State Bar of California, and the initial contact with the panel member shall be made by or on behalf of the persons referred to said panel member.

Section 12. LAWYER WARRANTIES/INSURANCE/INDEMNIFICATION. No lawyer shall be registered under the Service unless and until he/she shall: warrant that he/she is a member in good standing of the State Bar of California engaged in the active practice of law in San Diego County; warrant that he/she was not at any time during the preceding five (5) years prior to application either under suspension from practice or disbarment by the State Bar of California, or serving a sentence or been on probation from a crime involving moral turpitude; acquire and maintain per the State Bar Minimum Standards errors and omissions insurance in the amount not less than $100,000 for each occurrence and $300,000 aggregate per year, and waive liability and agree to indemnify and hold harmless the San Diego County Bar Association and its members (and the Committee and its agents) from any and all claims, demands, actions, liability, or loss, which may arise from, or be incurred as a result of, the operation of the Service or referrals of clients to him or her through the Service, or the use of information contained in the registration form; agree that the information contained in the registration form may be furnished to applicants in the operation of the Service; agree that his or her name may be classified in the Service as the Committee shall direct; agree that his or her name may be withdrawn from any and all classifications, if any, of the Service at any time by the vote of the majority of the members of the Committee subject to review.

Section 13. FORWARDING FEES.

(a) USE OF FORWARDING FEE. Each panel member agrees to pay to the Service upon receipt thereof, in addition to the registration fee, a forwarding fee of fifteen (15) percent of all fees received by the panel member from any referral made by the Service. The forwarding fee so paid shall be deposited in the Lawyer Referral and Information Service commercial bank account. The net income of the Service together with funds presently on hand in the commercial bank account of the Service, shall be used for the general purpose of supporting activities and programs in the public interest, subject to the provisions of Rule 17.2 of the Minimum Standards for a Lawyer Referral Service in California.
(b) **MATTERS COVERED BY FORWARDING FEE.** The 15% forwarding fee referred to in Section 13 (a) above shall be due on all fees received by the panel member in connection with any of the following:

1. The matter or matters considered at the initial consultation;
2. Any matter arising out of, concerning, relating to, or derivative of the same facts, transactions and/or circumstances of the referred matter or matters. Examples include but are not limited to any (A) malicious prosecution/abuse of process/bad faith claims; (B) wrongful death from a personal injury case, (C) will contest and related actions out of probate matters; (D) Class Actions; (E) Enforcement proceedings; (F) Appeals.

(c) **PAYMENT OF FORWARDING FEES.** The panel member will hold in trust that portion due LRIS and remit all fees within 30 days of the receipt and shall pay interest at the rate of 10% per annum on all amounts past due and owing the Lawyer Referral Service. In the event of any dispute regarding the amount of forwarding fees due the LRIS or related to the non-payment thereof, the prevailing party shall be entitled to recover reasonable costs and reasonable attorney's fees.

Section 14. **IMMUNITY FOR LAWYER REFERRAL SERVICES, DUTY TO DISCLOSE DISCIPLINARY ACTIONS (excerpts from California Civil Code §43.95) (provision added 6/99).**

(a) There shall be no monetary liability on the part of, and no cause of action for damages, shall arise against any Lawyer Referral Service that is authorized by the State Bar of California and operates in accordance with the State Bar Minimum Standards, when referring members of the public to any professional member of the service, or for acts of negligence or conduct constituting unprofessional conduct committed by the professional to whom a member of the public was referred.

(b) There shall be no immunity, if the Service while making a referral, fails to disclose the nature of any disciplinary action of which it has actual knowledge taken by the State Bar of California against that attorney. There shall be no time limit on the duty to disclose. There shall be no duty to disclose a disciplinary action where a disciplinary proceeding results in no disciplinary action being taken against the professional to whom a member of the public was referred.

Section 15. **PRIVILEGED LAWYER-CLIENT COMMUNICATION.**

A disclosure of information to a lawyer referral service for the purpose of seeking legal assistance shall be deemed a privileged lawyer-client communication.
ARTICLE 4

SUSPENSION, REMOVAL, HEARING & APPEAL

Section 1. SUSPENSION AND REMOVAL. Upon proof satisfactory to the majority of the Committee of a violation of any of these Articles or the Code of Professional Responsibility of the American Bar Association, or any rules of professional conduct of the State Bar of California or of a failure to handle referred cases with reasonable professional competence and diligence, or of a substantial over-charging of referred clients, or by falsification of any material statement made to qualify for any panel or made in any required report, or of a failure to do any of the following: (a) pay the annual fee, (b) forward all referral fees when due, (c) submit all required reports, (d) comply with the rules of the Service and/or maintain continuous eligibility, a panel member's name may be suspended or removed from the Service upon written notification to the panel member of the reasons for the Committee's action. Said written notification shall inform the panel member that he/she has ten (10) days within which to request a hearing before the Committee.

Section 2. REQUEST FOR HEARING.

a. NOTICE OF DECISION. In all cases in which the Committee has given written notice of rejection, suspension, or removal to a registrant or panel member pursuant to Section 4, 5, or 6 of these Rules of Operation, the registrant or panel member shall have ten (10) days following the date of the receipt of such notice within which to request a hearing before the Committee. Said request shall be by notice to the LRIS Administrator of the Lawyer Referral Service. In the event the registrant or panel member does not request a hearing within the time and in the manner herein above set forth, he/she shall be deemed to have accepted the action involved and it shall thereupon become effective immediately.

b. TIME AND PLACE FOR HEARING. Upon receipt of a request for hearing the LRIS Administrator shall deliver such request to the Committee. The Committee shall within thirty (30) days after receipt of such request, schedule and arrange for a hearing. The Committee shall give notice to the registrant or panel member of the time, place and date of the hearing. The date of the commencement of the hearing shall be not less than forty-five (45) days, not more than sixty (60) days from the date of receipt of the request by the LRIS Administrator for a hearing.

c. FAILURE TO APPEAR. Failure without good cause of the person requesting the hearing to appear and proceed at such a hearing, shall be deemed to constitute voluntary acceptance of the actions involved which shall become final and effective immediately.

d. POSTPONEMENT AND EXTENSION. Postponements and extensions of time beyond the time expressly permitted in these Rules of Operation may be requested by anyone, but shall be permitted by the Committee or its chairperson acting upon its behalf on showing of good cause.

e. DECISION OF THE COMMITTEE. Within ten (10) days after final adjournment of the hearing, the Committee shall render a decision by majority vote. A copy of said decision shall be forwarded to the Board of Directors of the Association. The
decision shall contain a concise statement of the reasons justifying it and shall inform the registrant or panel member that he/she has ten (10) days within which to appeal the decision to the Board of Directors of the association. At the same time a copy of the decision shall be delivered by registered or certified mail to the person who requested the hearing.

f. **THE APPEAL.** The decision of the Committee shall be considered final, subject only to the right of appeal as provided in Article IV, Section 4 (Appeal to Board of Directors of the association) of these Rules of Operation.

Section 3. **HEARING PROCEDURE.**

a. **PERSONAL PRESENCE MANDATORY.** Under no circumstances shall the hearing be conducted without the personal presence of the person requesting the hearing unless he/she has waived such appearance or has failed without good cause to appear after appropriate notice.

b. **REPRESENTATION.** The person requesting the hearing, the Committee or the Board of Directors of the Association may be represented in any phase of the hearing or appeals procedure by an attorney if they so desire. If the person requesting the hearing chooses to have legal representation it shall be at his/her own expense.

c. **PRESIDING OFFICER.** The presiding officer at the hearing shall be chairperson of the Committee or any other committee member so designated by him/her. The presiding officer shall act to insure that all participants in the hearing have a reasonable opportunity to be heard, to present all oral and documentary evidence, and that decorum is maintained. He/she shall be entitled to determine the order or procedure during the hearing. He/she shall have the authority and discretion, in accordance with these Rules of Operation, to make all rulings on questions which pertain to matters of law and to the admissibility of evidence.

d. **COMMITTEE’S REPRESENTATIVE.** The chairperson of the Committee shall appoint another member of the committee to act as its representative at the hearing. The committee’s representative shall present the evidence and arguments against the registrant or panel member who requested the hearing. The Committee’s representative shall not participate in the deliberations or decision of the Committee.

e. **RECORD OF HEARING.** The Committee may maintain a record of the hearing by one of the following methods: a shorthand reporter present to make a record of the hearing, a recording, or minutes of the proceedings. The cost of such shorthand reporter shall be borne by the party requesting same. The Committee may, but shall not be required to, order that oral evidence shall be taken only an oath or affirmation administered by any person designated by such body and entitled to notarize documents in the State of California.

f. **RIGHTS OF BOTH SIDES.** At a hearing, both the person requesting the hearing and the Committee shall have the following rights: to call and examine witnesses, to introduce exhibits, to cross-examine any witness on any matter relevant to the issues, to impeach any witness and to rebut any evidence. If the registrant or panel member does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.
g. ADMISSIBILITY OF EVIDENCE. The hearing shall not be conducted according to rules of law relating to the examination of witnesses or presentation of evidence. Any relevant evidence shall be admitted by the presiding officer if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law. The person requesting the hearing and the Committee shall have the right to submit a memorandum of points and authorities.

h. OFFICIAL NOTICE. The presiding officer shall have the discretion to take official notice of any matters either technical or scientific, relating to the issues under consideration which could have been judicially noticed by the courts of this State. Participants in the hearing shall be informed of the matters to be officially noticed and they shall be noted in the record of the hearing. The person requesting the hearing shall be informed of the matters to be officially noticed and they shall be noted in the record of the hearing. The person requesting the hearing shall have the opportunity to request that a matter be officially noticed or to refute the noticed matters by evidence or by written or oral presentation of authority. Reasonable or additional time shall be granted, if requested, to present written rebuttal of any evidence admitted on official notice.

i. BASIS OF DECISION. The decision of the Committee shall be based on the evidence produced at the hearing. This evidence may consist of the following:

1. Oral testimony of witnesses;
2. Briefs, or memorandum of points and authorities presented in connection with the hearing;
3. Any material contained in the Association's or the Lawyer Referral Service's files regarding the person who requested the hearing;
4. Any and all applications, references, and accompanying documents;
5. All officially noticed matters;
6. Any other admissible evidence.

j. BURDEN OF PROOF. It shall be incumbent on the person who requested the hearing to initially come forward with evidence in support of his/her position. In all cases in which a hearing is conducted under these Rules of Operation, after all the evidence has been submitted, the Committee shall rule against the person who requested the hearing unless it finds that said person has proved, by clear and convincing proof, that the action of the Committee was arbitrary, unreasonable, or not sustained by the evidence.

k. ADJOURNMENT AND CONCLUSION. The presiding officer may adjourn the hearing and reconvene the same at the convenience of the participants without special notice. Upon conclusion of the presentation of oral and written evidence, the hearing shall be closed. The Committee shall thereupon, outside of the presence of
any other person conduct its deliberations and render a decision as provided by Section 7, Subsection (e) (Decision of the Committee) of these Rules of Operation.

Section 4. APPEAL TO BOARD OF DIRECTORS OF THE ASSOCIATION.

a. **TIME FOR APPEAL.** Within ten (10) days after receipt of the decision of the Committee, the person who requested the hearing may request an appellate review by the Board of Directors of the Association. Said request shall be delivered to the President of the Association in writing and delivered either in person, or by certified or registered mail. If such appellate review is not requested within such period, the person who requested the hearing shall be deemed to have accepted the action involved and it shall thereupon become final and shall be effective immediately. The written request for appeal shall also include a brief statement as to the reasons for appeal.

b. **GROUNDS FOR APPEAL.** The ground for appeal from the hearing shall be:
   (a) substantial failure of the Committee to comply with the procedures required by these Rules of Operation in the conduct of hearings and decisions upon hearings so as to deny due process and a fair hearing; (b) action taken arbitrarily, capriciously, or with prejudice.

c. **TIME, PLACE AND NOTICE.** In the event of any appeal to the Board of Directors of the Association set forth in the preceding subsection, the Board of Directors shall, within thirty (30) days after receipt of such notice of appeal, schedule and arrange for an appellate review. The Board of Directors shall cause the registrant or panel member to be given notice of the time, place and date of the appellate review. The date of appellate review shall not be less than forty-five (45) days, nor more than sixty (60) days from the date of receipt of the request for appellate review. The time for appellate review may be extended by the President of the Association for good cause.

d. **NATURE OF APPELLATE REVIEW.** The proceedings by the Board of Directors of the Association shall be in the nature of an appellate hearing based upon the record of the hearing before the Committee, provided that the Board of Directors of the Association may, in its discretion accept additional oral or written evidence subject to the same rights of cross-examination or confrontation provided at the Committee hearing. Both the person who requested the appeal and the Committee shall have the right to present a written statement in support of their position on appeal, and in its sole discretion, the Board of Directors of the Association may allow each party or representative to personally appear and make oral argument. At the conclusion of oral argument, if allowed, the Board of Directors of the Association may thereupon, at a time convenient to itself, conduct deliberations outside the presence of the appellant and Committee and their representatives. The Board of Directors of the Association may affirm, modify or reverse the decision of the Committee, or, in its discretion, refer the matter for further review and recommendation.
e. **FINAL DECISION.** Within twenty (20) days after the conclusion of the proceedings before the Board of Directors of the Association, the Board of Directors of the Association shall render a final decision by majority vote in writing and shall deliver copies thereof to the registrant or panel member and to the Committee in person or by certified or registered mail.

f. **FURTHER REVIEW.** The final decision of the Board of Directors of the Association following the appeal procedures set forth in these Rules of Operation shall be effective immediately and shall not be subject to further review. Provided, however, if the matter is referred back to the Committee for further review and recommendation, said Committee shall promptly conduct its review and make its recommendations to the Board of Directors of the Association in accordance with the instructions given by the Board of Directors of the Association. This further review process and the report back to the Board of Directors of the Association shall in no event exceed thirty (30) days in duration except as the parties may otherwise stipulate.

g. **RIGHT TO ONE HEARING ONLY.** Except as otherwise provided in these Rules of Operation, no registrant or panel member shall be entitled as a matter of right to more than one hearing before the Board of Directors of the Association on any single matter which may be the subject of an appeal without regard to whether such subject is the result of action by the Committee or the Board of Directors of the Association, or a combination of acts of such bodies.

---

**ARTICLE FIVE**

**AMENDMENT**

Section 1. **AMENDMENT.** These Rules may be added to, amended, or repealed by a majority vote of the Board of Directors of the Association.
RULES OF THE LAWYER REFERRAL AND INFORMATION SERVICE
(Adopted 3/4/2009)

RULE 1 - PURPOSES

The purposes of the Lawyer Referral and Information Service are:

(a) To establish a public service of The Contra Costa County Bar Association;
(b) To establish procedures whereby every member of the public may obtain legal advice and representation and mediation services within her/his means;
(c) To make available to the public generally the services of an attorney who has the required experience in a particular field of law or mediation practice; and
(d) To promote high standards of practice and encourage the highest quality of legal and mediation services.

RULE 2 - ADMINISTRATION OF THE SERVICE

A. The Lawyer Referral and Information Service, hereinafter referred to as the "LRIS," shall be operated under the Contra Costa County Bar Association's Rules of the Lawyer Referral and Information Service, hereinafter referred to as "Rules," approved by and as a public service of The Contra Costa County Bar Association, hereinafter referred to as the "CCCBA." The LRIS shall be administered by a Lawyer Referral and Information Service Committee, hereinafter referred to as the "Committee," which shall be appointed annually by the President of the CCCBA. The number of Committee members shall be not less than eight (8), including the Chairperson of the Committee. No person shall be a member of the Committee for longer than four (4) successive years, except that when a member has provided extraordinary service, the Chair of the Committee shall have the discretion to recommend to the President of the CCCBA that such member's term be extended for a finite number of years. Any person can serve on the Committee for a second term following an interval of at least one (1) year during which she is not a member of the Committee. At least fifty per cent of the Committee shall be active members of the State Bar of California, and at least fifty per cent of the Committee shall not receive referrals from the LRIS.

B. The Committee shall have the responsibility of regularly reviewing these Rules and making such changes and additions hereto as may, from time to time, be deemed appropriate to carry out the purposes set forth above, upon the approval of the Board of Directors of the CCCBA.

C. The CCCBA and the Committee expressly reserve the right to decline to make the Service available to any person.

RULE 3 - ESTABLISHMENT OF PANELS

A. The Service shall be operated through separate panels of lawyers, and referral for service under these Rules shall be made to one of those panels. The Committee may establish requirements for qualification to such panels for those areas of the law and mediation that it deems necessary.

B. A majority vote of the Committee shall be necessary to adopt panel requirements.

C. There shall be the following Experience Panels: criminal law; family law; FLARe (family law mediation); limited representation (family law); moderate means (family law & housing); juvenile law; personal injury; probate, estate planning & trust law; and civil mediation.

D. There also shall be Level 1 and Level 2 General Panels, which may be divided into as many sub panels as the Committee determines to be appropriate. Experience qualifications for the Level 1 General Panel limit the number of categories selected to three (3), and require the applicant to certify that within the last three (3) years, a minimum of 25% of his/her practice has been in each chosen category and that he/she possesses the knowledge and skill to perform legal services in each selected category or subcategory in a competent manner. If the applicant does not meet these experience requirements, he/she must choose a mentor experienced in the selected category(s) from a list provided at the time of referral. Experience qualifications for the Level 2 General Panel allow applicants to select unlimited categories, but require the applicant to certify that he/she has competently handled at least three (3) cases within each chosen category within the past three (3) years.

E. The requirements for each Experience Panel shall be reviewed periodically by the Committee.

RULE 4 - MEMBERSHIP AND ELIGIBILITY

A. Members of the LRIS must meet the following requirements:

1. Be an active member of the State Bar of California;
2. Shall not have been removed from a Lawyer Referral Service within the past two years;
3. Over 50% of the member's practice shall be in Contra Costa County and the member shall maintain at least one office in Contra Costa County;
4. Shall not currently be the subject of State Bar disciplinary proceedings nor have any current criminal charges pending without satisfactory explanation to the Board of Directors;
5. Shall never have been the subject of State Bar disciplinary proceedings closed in a manner adverse to the member, including matters closed by private removal, nor shall the member ever have been convicted of a criminal offense without satisfactory explanation to the Board of Directors of the Association;
6. Shall provide continuing proof of a policy of errors and omissions coverage with a minimum of $100,000.00 liability limits; $300,000.00 aggregate;
7. Pay an annual membership fee and execute the membership agreement and application(s), including experience panel applications where relevant.
B. An annual membership fee shall be paid by each member, payable on admission and on January 1 of each successive year. The fee shall be determined by the Committee.

C. Any applicant may be refused membership on the Lawyer Referral and Information Service upon failure to meet any or more of the requirements set forth herein.

D. Rejected applicants must be advised of the ground therefor in writing within 10 days after receipt of their application.

RULE 5 - RESIGNATION, SUSPENSION AND REMOVAL

A. Any panel member may resign at any time by written notice to the Director or the Committee.

B. Any panel member may be suspended for so long as there is a failure, after a 20 day written notice, to:
   1. Pay any required fee;
   2. Submit all required reports.

C. Any panel member may be suspended without notice in exigent circumstances at the discretion of the Executive Director of the CCCBA provided that:
   1. The panel member is notified within 48 hours of the fact of the suspension and the reasons for it; and the Committee receives such notification within 10 days.
   2. The panel member is given an opportunity to respond within a reasonable time after action by the Executive Director (hereinafter referred to as "Director") and to challenge the Director's decision.
   3. If the panel member does not respond, and the Director decides that continued suspension or other disciplinary action is appropriate, or if the Director so decides after consideration of the panel member's response, the matter shall be considered at the next regularly scheduled meeting of the Committee.
   4. A matter brought to the Committee under this provision shall be considered a "complaint" and be handled thereafter according to the Rules for Suspension and/or Removal.
   5. Exigent circumstances are those situations where the facts which gave rise to the complaint, if known to the client, would likely affect a client's willingness to be represented by that attorney; or where such facts, if true, would likely bring discredit or disfavor on, or otherwise adversely affect the Lawyer Referral and Information Service and the Contra Costa County Bar Association.

D. Any panel member may be removed from any or all panels if the applicant has received notice under section B. of this Rule and the failure has continued into the next membership year.

RULE 6 - EXPERIENCE PANEL QUALIFICATIONS

RULES

PROCEDURES

A. Each eligible applicant for a particular panel or panels must be found qualified for such panel by the Director or the Committee.

B. Each applicant's written application and qualifications shall be initially reviewed by the staff to determine prima facie compliance with all general eligibility rules and qualifications for the particular panels applied for.

C. The Director may approve applications for experience panels if the applicant meets the standards for such panel or panels.

D. Applicant must be attorney-of-record and have done a substantial amount of work on each case listed in the application. Jury trials count only after submission to jury. If the applicant's experience is outside of California, the applicant must state how and why the experience is equivalent to the state requirements. If the applicant cannot meet the stated requirements for panel membership but believes that s/he may qualify by reason of substantial equivalent experience, such experience should be outlined on a separate sheet of paper and attached to the application.

E. Qualifications statements may be subject to verification by the Committee.

F. The Committee may require the applicant to furnish additional information, either orally or in writing, or both, relevant to the applicant's qualifications for a particular panel, and may further require substantiation of any response by the applicant. The Committee may also seek independent verification of any applicant's response and shall otherwise perform the function of qualifying applicants for the panels maintained by the LRIS.

G. Except as expressly provided herein, determination of what is substantial compliance with particular qualification requirements, or what is equivalent experience or qualification, shall be solely within the discretion of the Committee.

H. Applicants who fail to comply or qualify must be promptly notified in writing of that fact and advised of the particular eligibility requirements and/or qualifications found lacking and given an opportunity to furnish additional information.

I. Any applicant who has been found not to qualify for a particular panel or panels and who has otherwise complied with these Rules and all requests made hereunder, shall have the right to appeal such finding to the Committee by written notice given within twenty (20) days of his/her being notified of his/her failure to qualify.

J. The vote of a majority of the Committee members present shall be required to overrule the previous finding of the Director or Committee. The appeal shall be granted or denied within forty-five (45) days of the written notice of appeal unless time is extended with applicant's consent.

K. All communications, deliberations, results, and records of the Committee's qualifications activities shall be confidential.
RULE 7 - APPEALS

Decisions of the Committee may be appealed to the Board of Directors of the CCCBA. The Board of Directors may take whatever action it deems appropriate in light of the facts and circumstances of the particular appeal. Action of the CCCBA Board of Directors shall be conclusive.

RULE 8 - FEES

A. Each member shall conduct personally the initial consultation with each referred client at the appointed time in the member’s office, for at least one-half hour. The LRIS Staff will collect the applicable consultation fee. The member shall establish a fee agreement in advance with the client if additional compensation is to be sought for any consultation or other services beyond the initial one-half hour.

B. Each member shall promptly remit the appropriate referral form to the Lawyer Referral and Information Service indicating the status of each client referred to them within 30 days of the referral date or be placed on inactive status. Failure to return required referral forms (including the Case Status/Accounting Report referenced in S.C.2) within the time specified may result in administrative suspension. For a first offense, payment of a reinstatement fee of $65 will be required before the attorney is placed back on active rotation. Payment of a $250 reinstatement fee will be imposed for a second offense, and removal from the panel may occur for a third offense.

C. Each member shall pay a percentage fee to the LRIS for cases referred to them by the LRIS on the following bases:
   1. For all matters, except Moderate Means and FLARE, fifteen percent (15%) of the total fee collected.
   2. When the member pays the percentage fee to the LRIS, the member shall also submit a fully completed and executed Case Status/Accounting Report. The Association reserves the right to request back-up documentation for all Case Status/Accounting Reports submitted, and the member agrees to provide such documentation.
   3. If the member finds he/she cannot represent the client, the member will initially attempt to refer the matter back to the LRIS for assignment to another attorney. If that is impossible or unrealistic, and the member must refer the matter to another attorney, the member will pay a percentage fee to the LRIS of 15% of any fees paid to them by the new attorney.
   4. The member shall pay interest of 10% per annum on any fee the member fails to pay the LRIS within sixty (60) days from the date the fee is due.
   5. For those clients referred by the LRIS, the member shall not charge a fee any higher than those charged to clients not referred by the LRIS.
   6. In the event that it is necessary for the LRIS to engage the services of an attorney to collect fees payable pursuant to these Rules, CCCBA shall be entitled to attorney fees and costs for any and all collection activities, including, but not limited to, arbitration and/or court proceedings.

RULE 9 - ORGANIZATION OF PANELS

A. The LRIS shall consist of a variety of sub-panels as the Committee establishes. The composition of, and referral to, sub-panels, will be based on individual clients’ needs.

RULE 10 - FEE ARBITRATION

A. Applicants for membership shall agree in writing to abide by all rules of the LRIS.

B. In the event of any dispute between the LRIS and the member regarding payment of any fees or another financial issue, the member agrees to submit said dispute to mediation and, if necessary, binding arbitration. Discovery shall be permitted in the arbitration process pursuant to CCP §1283.05, and the parties shall have fifteen (15) days within which to select a mutually agreeable arbitrator from the Contra Costa County Superior Court list of arbitrators. In the event the parties are unable to agree on an arbitrator, the ADR Services Office of the Contra Costa Superior Court shall choose one. The prevailing party shall be entitled to recover all reasonable attorneys’ fees.

RULES 11 - DUTY TO ADVISE AND REPORT

Each member shall have the following duties:

1. In the event of a fee dispute with a referred client, to advise the client of the availability of mediation and/or arbitration, and to cooperate with the client by bringing the dispute to a prompt conclusion.

2. In the event a referred client fails to keep the initial appointment, to so advise the LRIS by completing the LRIS referral form and forwarding it to the LRIS within three days of the appointment.

3. Each member shall also comply with other administrative rules as may be promulgated by the Committee from time to time.

RULE 12 - AMENDMENTS

These rules may be amended by a vote of the majority of members of the Committee subject to approval of the Board of Directors of the Bar Association.

RULES FOR SUSPENSION AND/OR REMOVAL FROM LRIS PANEL

I. Commencement of Actions

A. Upon receipt of a complaint from any source regarding the conduct of a member of the LRIS panel, the Director shall forthwith investigate the complaint. Said investigation shall be conducted with due diligence. The Director shall obtain a response to the complaint from the panel member unless requested not to do so by a governmental or regulatory agency.

B. Forthwith upon completion of the investigation, the Director shall prepare a written report of investigation, whenever in his/her opinion there is reasonable cause to believe grounds exist for suspension or removal of a panel member under these
rules. Otherwise, the matter shall be closed with no action, and, where appropriate, the accused panel member shall be so notified.

C. The Director shall periodically render reports to the LRIS Committee of the disposition of such complaints.

II. Suspension Pending Hearing

A. The Director shall promptly submit to the Committee the report of investigation containing the following items:

1. A summary of the complaint and a summary of the response, if any, of the accused panel member, and
2. A recommendation regarding interim suspension.

B. Upon receipt of the Director's report, the Committee shall forthwith decide what interim action it deems appropriate and instruct the Director to implement its decision.

III. Notice of Interim Suspension

A. The LRIS Committee shall adopt a standard form of Notice of Interim Suspension, which shall contain a statement of the charges, a statement of whatever interim action the Committee has taken, and a copy of Part IV of these Rules.

B. Decisions on interim actions may be made without convening a meeting of the entire Committee, but a majority of the entire Committee shall be necessary to make such a decision.

C. The Notice shall be sent to the panel member at his/her last known address. The Director shall send such Notice promptly upon receipt of the decision of the Committee.

IV. Hearing Procedures

A. Request for Hearing or Written Rebuttal

An attorney who desires to have a hearing after a Notice of Interim Suspension shall, within 15 days of the service of the Notice, send a written request for a hearing to the Director or, alternatively, submit a written rebuttal to the alleged violations together with any supporting material and arguments, which shall be mailed to the Director.

B. Permanent Suspension

1. If a written rebuttal is submitted, the Committee shall make a determination as to the permanent suspension only after a full consideration of all rebuttal documents. This will take place at the next regularly scheduled meeting of the Committee.

2. If a hearing is requested within fifteen (15) days of service of the Notice of Interim Suspension, the hearing shall be conducted, at a time to be determined, by a Subcommittee consisting of three members of the Committee. The Subcommittee shall have jurisdiction to hear all matters under this rule. The attorney may submit a written rebuttal to the alleged violation prior to or at the time of the hearing. Only members who have been present during the entire hearing may vote to decide the case unless the accused member and the Director stipulate otherwise.

3. Any decision of the Subcommittee shall be reached by a majority of those voting.

4. If no hearing is requested and no rebuttal is submitted, interim suspension shall become permanent upon the expiration of twenty (20) days.

C. Rules Applicable During Hearing

1. The Subcommittee shall elect one of its members present to preside at each hearing.

2. The panel member or his/her representative may present evidence and call witnesses in defense or mitigation.

3. The proceedings shall be recorded and transcribed only if requested by the accused panel member who shall bear all costs thereof including a transcript copy for the use of the LRIS.

4. The presiding officer shall make all evidentiary rulings on behalf of the Subcommittee unless a member of the Subcommittee requests a vote on any ruling, in which case the majority shall decide whether or not to receive the evidence.

D. Grounds for Removal, Suspension or other Disciplinary Action following Hearing

A panel member may be removed or suspended from the panel, or otherwise disciplined to any lesser extent, upon a showing by a preponderance of the evidence that:

1. The member has violated any Rule of Professional Conduct of the State Bar of California, or
2. The member has violated any Rule of the LRIS, or
3. The member has committed a crime.

V. Finality of Decision

A. All decisions of the Subcommittee shall be final and transmitted in writing to the panel member within thirty (30) days of submission. There shall be no further right of review or appeal by any party.

B. Following its decision, the Subcommittee may direct where appropriate that any or all of the following steps be taken by the staff:

1. Notification of The State Bar of California of the action taken,
2. Notification of other clients referred by the LRIS to the panel member of the action taken, and/or
3. In the event the Subcommittee finds a lack of sufficient evidence to sustain the charge, the Subcommittee may, in its discretion, direct all references to any suspension expunged and/or to the extent possible make up lost referrals.

VI. Any of the following circumstances may invoke a complaint and possible disciplinary action:

1. Failure to submit promptly all required reports and money;
2. Providing false information to LRIS or clients;
3. Unexcused failure to meet clients at the appointed time;
4. Unexcused failure to appear at a scheduled hearing for client;
5. Failure to keep a record of referred clients for one (1) year. Such records must be kept for a longer period so long as percentage fees may become due;
6. Display of rude or belligerent attitude toward referral staff or
clients;
7. Failure to provide one-half hour consultation;
8. Repeated failure to return telephone calls or answer letters of clients or referral staff;
9. Failure to have clear fee agreement with client.
10. Failure to keep client informed of progress of case;
11. Failure to explain resolution of case to client;
12. Unexplained delay of case by attorney which resulted in depriving client of timely economic benefit;
13. Failure to return files promptly to client;
14. Repeated refusal to accept referral of case from LRIS;
15. Failure to respond to or cooperate in the resolution of client's complaint;
16. Failure to maintain during period of panel membership a full-time office in Contra Costa County;
17. Use of duress to collect fee from client;
18. Unexcused failure to file legal action or decline representation promptly after consultation with client and research of case;
19. Failure to give due consideration to the client's ability to pay when arranging the terms for compensation;
20. Commencement of disciplinary proceedings against the member by the State Bar;
21. Filing of an accusatory criminal pleading against the member;
22. The member's conviction of a crime or decision by State Bar imposing disciplinary action against the member;
23. Sexual harassment

In determining whether a past crime or disciplinary decision on a pending criminal charge or disciplinary proceeding warrants removal, suspension, or other discipline by the Lawyer Referral and Information Service, the Subcommittee should consider:

1. How and to what extent the matter appears to affect the quality of the attorney's representation of or mediation services for his or her client(s):
2. How and to what extent the attorney will be able fully to serve clients during the pendency of the action;
3. Whether the nature and quality of the underlying offense, if known by the client, would be likely to have a substantial effect on the client's willingness to be represented by, or receive mediation services from, that attorney;
4. Whether the continued membership of the attorney is likely to bring discredit or disfavor on, or otherwise adversely affect, the Service.
LAWYER REFERRAL AND INFORMATION SERVICE RULES

RULE 1 - PURPOSES

The purposes of the Lawyer Referral and Information Service are:

1. To educate as many people as possible about their legal rights.
2. To give as many people as possible access to affordable, competent legal representation.
3. To study cultural trends and investigate current social and political realities, in order to identify those most in need of access to our system of justice.
4. To modify and expand our capabilities and services in order to accomplish the above.

RULE 2 - ADMINISTRATION OF THE SERVICE

A. The Lawyer Referral and Information Service, hereinafter referred to as the "Service," shall be operated under The Bar Association of San Francisco Lawyer Referral and Information Service Rules, hereinafter referred to as "Rules," approved by and as a public service of The Bar Association of San Francisco, hereinafter referred to as the "Bar Association." The Service shall be administered by a Lawyer Referral and Information Service Committee, hereinafter referred to as the "Committee," the members of which shall be appointed by the President of the Bar Association for a term of up to four (4) years. When a member has provided extraordinary service, the Chair of the Committee shall have the discretion to recommend to the President of the Bar Association that such member's term be extended for a finite number of years. The number of Committee members shall be seventeen (17) in addition to the Chairperson of the Committee. At least five (5) shall be members of the Barristers Club of the Bar Association at the time of their appointment. At all times, at least a majority of the Committee members shall be active or former panel members. At least fifty per cent of the Committee shall be active members of the State Bar of California, and at least fifty per cent shall not receive referrals from the Service during their tenure on the Committee.

B. A quorum, of seven (7) or more members, shall be present in order to conduct all business. Three (3) consecutive unexcused absences may result in removal from the Committee.
C. The Committee shall have the responsibility of regularly reviewing these Rules and making such changes and additions hereto as may, from time to time, be deemed appropriate to carry out the purposes set forth above, upon the approval of the Board of Directors of the Bar Association, but in no event less than once every five (5) years.

D. The Bar Association and the Committee have the absolute discretion, right and power to grant or deny any applicant's or panel member's application for membership on any panel, to renew or not renew any panel member's application for renewal of membership on any panel, to limit the participation of any panel member on any panel, or to remove any panel member from any panel. No finding of professional misconduct or other wrongdoing is necessary for or is to be implied from any action by the Service which results in the suspension of referrals or removal from or non-renewal of panel membership.

E. The Committee shall supervise the finances of the Service and annually shall present to the Board of Directors of the Bar Association a financial report and recommended budget.

RULE 3 - ESTABLISHMENT OF PANELS

A. The Service shall be operated through separate panels of lawyers, and referral for service under these Rules shall be made to one of those panels. The Committee may establish requirements for qualification to such panels for those areas of the law that it deems necessary.

B. A majority vote of the Committee shall be necessary to adopt panel requirements.

C. The Service shall maintain Experience Panels that represent a variety of areas of the law, including but not limited to business law, personal injury and criminal law. Panels may be added or dissolved by the Service in order to meet the changing needs of the public whom the LRIS serves.

D. There also shall be a General Panel, which may be divided into as many subpanels as the Committee determines to be appropriate, one of which shall be the Unclassified Subpanel. There shall be no experience qualifications for the General Panel.

E. The requirements for each Experience Panel shall be reviewed periodically by the Committee but in no event less than once every five (5) years.

RULE 4 - MEMBERSHIP AND ELIGIBILITY

A. Each panel member must:
   1. Be an active member of The State Bar of California;
2. Agree in writing to abide by the Rules of the Service;
3. Be available to receive mail, accept service and meet with clients in the City and County of San Francisco at a designated office space during regular business hours. Members of Court-appointment panels must, in addition, certify that their principal place of practice is in San Francisco and that at least two-thirds of their practice is in San Francisco. Court-appointment panel members may not be a member of any other Court-appointment panel with similar requirements and must list any other Court-appointment panels to which they belong.
4. Agree in writing to all provisions of the Attorney's Application and Agreement;
5. Maintain a policy of errors and omissions insurance in an amount no less than $100,000.00 for each occurrence and $300,000.00 aggregate per year.

B. Applicants to an experience panel must be attorney-of-record and have done a substantial amount of work on each case listed in the application. Jury trials count only after submission to jury. If the applicant's experience is outside of California, the applicant must state how and why the experience is equivalent to the stated requirements. If the applicant cannot meet the stated requirements for panel membership but believes that s/he may qualify by reason of substantial equivalent experience, such experience shall be described in detail and attached to the application.

C. Any applicant may be refused membership on the Lawyer Referral and Information Service upon failure to meet any one or more of the requirements herein set forth. Any applicant may be refused membership on the Lawyer Referral and Information Service if, upon a recommendation from the Director, the Qualifications Subcommittee finds good cause for the refusal. Any applicant may be refused membership on an experience panel based on an order of, or following a request by, the Court.

D. Except for applications to Court-appointment panels, each application shall be acted upon within one hundred and twenty (120) days of filing unless time is extended with the applicant's consent. Applications for Court-appointment panels shall be acted upon within a reasonable time, allowing for educational or other requirements specific to the Court-appointment panels.

E. Rejected applicants must be advised in writing of the grounds for the rejection.

RULE 5 - APPLICATION REQUIREMENTS

A. Membership on the Lawyer Referral and Information Service shall be by annual written application only, which written application shall be submitted on the form approved by the Committee. In addition to such requirements as the Committee shall deem necessary for the purpose of showing current general eligibility, the panel member shall be required to show continued compliance with the current applicable qualifications for each experience panel.

B. Each applicant shall also remit the annual membership fee with the completed application. The amount shall be established by the Committee on a fiscal-year basis,
July 1 to June 30. After January 1 of each year, any person joining shall pay one-half of the annual membership fee for membership for the balance of that fiscal year.

C. Each applicant shall agree to remit the surcharge on contingent fees and Court/board approved fees as in state workers' compensation cases and probate cases (excepting extraordinary fees awarded in probate cases) according to following schedule: on fees $500 - $999, remit $25; on fees $1,000 - $1,999, remit the 15% of total attorneys' fees; on fees $2,000 - $3,999, remit 16 percent of total attorneys' fees; on fees $4,000 - $5,999, remit 17 percent of total attorneys' fees on fees $6,000 - $7,999, remit 18 percent of total attorneys' fees; on fees $8,000 - $9,999, remit 19 percent of total attorneys' fees; on fees $10,000 - $11,999, remit 20 percent of total attorneys' fees; on fees $12,000 - $13,999, remit 21 percent of total attorneys' fees; on fees $14,000 - $15,999, remit 22 percent of total attorneys' fees; on fees $16,000 - $17,999, remit 23 percent of total attorneys' fees; on fees $18,000 - $19,999, remit 24 percent of total attorneys' fees; on fees $20,000 and above, remit 25 percent of total attorneys' fees. Attorneys must provide the Lawyer Referral and Information Service with a copy of the accounting to the client when remitting surcharge fees.

Each applicant shall agree to remit the surcharge on non-contingent fees according to the following schedule: on fees $300 - $749, remit $25; on fees $750 - $1,999, remit $75; on fees $2,000 - $4,999, remit $100; on fees of $5,000 and over, remit 5 percent of total attorneys' fees.

On court-appointed family, juvenile dependency, delinquency and adult criminal cases, applicant shall pay 2 percent of total fees paid by the Court. These fees are deducted and remitted to the LRIS by the County Controller. Also, on court-appointed juvenile dependency, delinquency and adult criminal cases applicant shall pay an additional 3 percent to the Court to help defray the administrative cost of the court-appointment billing programs.

RULE 6 - EXPERIENCE PANEL QUALIFICATIONS PROCEDURES

A. Each eligible applicant for a particular panel or panels must be found qualified for such panel by the Director or Qualifications Subcommittee.

B. Each applicant's written application and qualifications statement shall be initially reviewed by the staff to determine prima facie compliance with all general eligibility rules and qualifications for the particular panels applied for.

C. The Director may approve applications for experience panels if the applicant meets the standards for such panel or panels.

D. Qualifications statements may be subject to verification by the Committee or Qualifications Subcommittee. Applicants showing compliance with the general eligibility rules but failing to show prima facie compliance with the qualification requirements of the particular panel or panels applied for shall not be approved for panel
unless approval is obtained from the Qualifications Subcommittee. The Qualifications Subcommittee shall determine whether an applicant who has not shown prima facie qualifications compliance can demonstrate substantial compliance by showing equivalent minimum experience or other qualifications.

E. The Director or Qualifications Subcommittee may require the applicant to furnish additional information, either orally or in writing, or both, relevant to applicant's qualifications for a particular panel, and may further require substantiation of any response by applicant. The Director or Qualifications Subcommittee may also seek independent verification of any applicant's response and shall otherwise perform the function of qualifying applicants for the several panels maintained by the Service.

F. Except as herein expressly provided, determination of what is substantial compliance with particular qualification requirements, or what is equivalent experience or qualification, shall be solely within the discretion of the Qualifications Subcommittee.

G. Applicants who fail to comply or qualify must be promptly notified in writing of that fact and advised of the particular eligibility requirements and/or qualifications found lacking and given an opportunity to furnish additional information.

H. Any applicant who has been found not to qualify for a particular panel or panels, and who has otherwise complied with these Rules and all requests made hereunder, shall have the right to appeal such finding in writing to the Qualifications Subcommittee by written notice given within twenty (20) days of her/his being notified of her/his failure to qualify.

I. The vote of a majority of the Subcommittee members present at the consideration of the appeal (minimum of 3) shall be required to overrule the previous finding of the Qualifications Subcommittee. The appeal shall be granted or denied in writing within forty-five (45) days of the written notice of appeal unless time is extended with applicant's consent.

J. All communications, deliberations, results, and records of the Qualifications Subcommittee's qualifications activities shall be confidential.

RULE 7 – APPEALING DECISIONS OF ELIGIBILITY

After a rejected applicant is advised of the grounds for rejection under these Rules, the rejected applicant may appeal the decision(s) of the Director and/or of the Qualifications Subcommittee to the LRIS Committee in writing. The LRIS Committee may take whatever action it deems appropriate in light of the facts, the written evidence provided by the applicant and any other circumstances of the particular appeal the LRIS Committee deems relevant. Action of the LRIS Committee shall be conclusive.
RULE 8 - PANEL LISTS

A. The lists of panel members shall be recorded at the office of the Service.

B. A separate list shall be maintained for each panel. Each list shall contain information about each attorney who is a member of the panel, including the attorney's office address, office telephone number and such other information as the Committee shall prescribe.

C. Once approved, new applicants' names shall be placed at the back of the panel list as of the date the application was received.

RULE 9 - REFERRAL PROCEDURES

A. The Service shall be located in the office of the Bar Association.

B. The following referral procedures shall be employed with respect to each panel:

1. Any person, regardless of place of residence, may contact the Service and request referral to an attorney. However, the Service shall be under no obligation to attempt to refer any person to more than two (2) attorneys on any one matter.

2. The interviewer shall question the prospective client in an effort to determine the nature of the client's problem. If the interviewer cannot make the determination, the question shall be referred to another interviewer or the Supervisor or Director.

3. The interviewer shall first attempt to make an appointment for the client with the appropriate panel member whose last referral from the panel was farthest in time from the date of referral. If for any reason an appointment cannot be made at a time satisfactory to the client, the interviewer shall attempt to make an appointment with the panel member whose last referral from the panel was next farthest, followed until an appointment is made. The Service may give consideration to the convenience of the client, including the client's access to the attorney's place of business and language needs of the client.

4. If a panel member refuses (for any reason other than a conflict of interest) to make an appointment for an initial interview with a client during office hours at a time satisfactory to the client, the refusal shall be recorded and the third refusal shall be treated as a referral for purposes of determining the order of future referrals.
5. The decision of the Service as to which of the panels or subpanels a client is referred shall be accepted by the member to whom the client was referred as appropriate for the initial interview; if, during that interview, the member determines that the matter should be assigned to another panel, the member shall promptly notify the Service, and the decision of the Service as to the proper panel shall be final.

6. All referrals shall be made without regard to race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight and height.

RULE 10 - HANDLING OF REFERRALS

A. All prospective clients shall be referred to individual panel attorneys (rather than the attorney's office) on a rotational basis within each panel, as herein provided. Each attorney to whom a client is referred is individually responsible for providing the initial consultation for such client; further services may be rendered to the client through another attorney in the office pursuant to normal office procedures.

B. Each attorney is expected to handle referral clients with the same courtesy and diligence as nonreferral clients.

C. No panel member shall be obligated to render service beyond the initial one-half hour consultation.

D. It shall be the obligation of each attorney to whom a client is referred to determine at the outset whether a conflict of interest exists and, if so, to immediately report such determination back to the Service and thereupon facilitate the referral of the client to the next available panel member.

RULE 11 - FEES

A. Each panel member to whom a client is referred by the Service shall consult with such client at the appointed time in the attorney's office for up to one-half hour for the sum established by the Committee, which sum the attorney shall collect in advance and promptly forward to the Service as the fee for the consultation.

B. If the attorney expects to seek compensation for a longer consultation or for service (such as preparing any legal document or representation in any case or venture), or if longer consultation or further services are requested by the client, the attorney and the client shall establish in advance a fee arrangement therefore. Under no circumstances shall the attorney use the initial half hour of consultation exclusively to discuss fees and then bill the client at his or her regular rate for a half hour of substantive legal consultation.
C. Failure to put the fee agreement with the client into writing shall be a violation of these rules and may subject the panel attorney to discipline under these rules.

D. Whenever fee arrangements for compensation are being agreed upon, the attorney shall bear in mind the public service nature of this Service and, accordingly, shall give due consideration to the client's ability to pay in fixing the terms of all such compensation.

RULE 12 - PUBLICITY AND PUBLIC RELATIONS

A. The Committee shall endeavor to see that the Service maintains an adequate publicity program. The Service may promote its activities in any manner consistent with accepted standards of publicizing Lawyer Referral and Information Services generally.

B. Any and all media available may be used to publicize the Service. Particular emphasis should be placed on media designed to reach those persons who may not have an attorney and/or those who are likely to fail to recognize a problem as a legal one.

RULE 13 - FORMS, RECORDS AND REPORTS

A. The Service shall maintain records of its operation and shall adopt the necessary forms satisfactory to the State Bar, including the following:

1. Rules of the Service
2. Attorney's Application and Agreement
3. Client's Referral Form
4. Experience Panel Applications
5. Client Questionnaires

B. The Committee shall periodically review such forms and records and make such changes, additions and deletions as appear appropriate.

C. All Committee and Service records shall be available for inspection by Committee members and the officers of the Bar Association at all reasonable times, but shall otherwise be treated as confidential.

D. The Service shall maintain its certification by the State Bar of California, by completing and submitting the required forms designated by the State Bar.
RULE 14 – GROUNDS FOR RESIGNATION, WITHDRAWAL, SUSPENSION, REMOVAL AND/OR DENIAL OF READMISSION

A. Any panel member may resign or withdraw from a panel or panels at any time as long as the attorney has fully completed reports on all unreported referrals, paid any fees due to the LRIS, and has satisfied any other obligations to the LRIS pursuant to the agreement between the attorney and the LRIS.

B. Any panel member may be suspended for so long as there is a failure, after a 20 day written notice, to:
   1. Pay any required fee;
   2. Collect and forward all consultation fees;
   3. Submit all required reports.

C. Any panel member may be suspended without notice in exigent circumstances at the discretion of the LRIS Director provided that all of the following criteria are satisfied:
   1. The panel member is notified within 48 hours of the fact of the suspension and the reasons for it; and the Qualifications Subcommittee members receive such notification within 10 days;
   2. The panel member is given an opportunity to respond within a reasonable time after action by the Director and to challenge the Director's decision;
   3. If the panel member does not respond, and the Director decides that continued suspension or other disciplinary action is appropriate, or if after consideration of the panel member's response, the Director so decides, the matter shall be considered at the next regularly scheduled meeting of the Qualifications Subcommittee;
   4. A matter brought to the Qualifications Subcommittee under this provision shall be considered a "complaint" and be handled thereafter according to the Rule 15; and,
   5. Exigent circumstances are those situations where the facts which gave rise to the complaint, if known to the client, would likely affect a client's willingness to be represented by that attorney; or where such facts, if true, would likely bring discredit or disfavor on, or otherwise adversely affect the Lawyer Referral and Information Service and The Bar Association of San Francisco. Exigent circumstances may include, but are not limited to, an order of the Court.

D. Any panel member may be removed from any or all panels or suspended therefrom or otherwise disciplined, in accordance with the Rule 15.

E. Any panel member's application for renewed membership may be withheld from processing or rejected where the panel member has received notice under section B of this Rule and the failure has continued into the next membership year. Any panel member's application may also be withheld from processing or rejected where the panel member has received notice under section C of this Rule.
F. While a panel member is suspended no new referrals shall be made, though the panel member shall be obligated to remit fees and complete case reports as otherwise required by agreement with the LRIS.

G. If an applicant has been previously removed from LRIS panel membership for cause, readmission to the panel may be denied by the Qualifications Subcommittee, if a majority of the members determine that the nature of the prior removal is such that, if known to a prospective client, would adversely affect the client's decision to meet with or hire the applicant, or, if known, would adversely affect the client's opinion of the LRIS.

H. In exercising its discretion regarding the suspension, removal or readmission of a panel member, the Qualifications Subcommittee may consider any factors it deems relevant, including but not limited to the following:

1. The reason(s) for the suspension, removal or withdrawal of the applicant;
2. Any subsequent remedial action or mitigation taken by the applicant;
3. Whether the applicant continued to maintain professional liability insurance during the period since the applicant was suspended or removed from or withdrew from the Service; and,
4. Whether the applicant complied with administrative requirements and obligations to the LRIS enumerated herein during the time the applicant was suspended or removed from or withdrew from the Service.

RULE 15 – PROCEDURES FOR SUSPENSION AND/OR REMOVAL FROM LRIS PANEL AND/OR OTHER DISCIPLINARY ACTION

A. Commencement of Actions Following Complaint

1. Upon receipt of a complaint from any source, including the Court, regarding the conduct of a member of the LRIS panel, the Director shall forthwith investigate the complaint. Said investigation shall be conducted with due diligence and shall be commenced within fourteen (14) days of the receipt of the complaint. A good faith effort shall be made to complete the investigation within sixty (60) days of the commencement of the investigation. The Director shall obtain a written response to the complaint from the panel member unless requested not to do so by a governmental or regulatory agency or by the Court. Such written response shall be supported by any evidence the panel member would like to offer in support of his or her response.

2. The following list of actions illustrates but does not limit the circumstances that may provide the grounds for a complaint and disciplinary action:
i. Failure to submit promptly all required reports and fees;

ii. Providing false information to the Service or clients;

iii. Unexcused failure to meet clients at the appointed time;

iv. Unexcused failure to appear at a scheduled hearing for client;

v. Failure to keep a record of referred clients for one (1) year. Such records must be kept for a longer period so long as a surcharge on fees may become due;

vi. Failure to comply with the procedures for receiving and handling Court-appointed cases;

vii. Display of rude or belligerent attitude toward referral staff, clients, other attorneys or the Court;

viii. Failure to provide one-half hour consultation;

ix. Repeated failure to return telephone calls or answer written communications of clients or referral staff;

x. Failure to have clear, written fee agreement with client.

xi. Failure to keep client informed of progress of case;

xii. Failure to explain resolution of case to client;

xiii. Unexplained delay of case by attorney which resulted in depriving client of timely economic benefit;

xiv. Failure to return files promptly to client;

xv. Repeated refusal to accept referral of cases from referral service;

xvi. Failure to respond to or cooperate in the resolution of client's complaint;

xvii. Failure to be available to meet clients, receive mail, calls and/or service of process in an office within the City and County of San Francisco during regular business hours;

xviii. Use of duress to collect fee from client;
xix. Unexcused failure to file legal action or decline representation promptly after consultation with client and research of case;

xx. Failure to give due consideration to the client's ability to pay when arranging the terms for compensation;

xxi. Commencement of disciplinary proceedings against the member by the State Bar;

xxii. Filing of an accusatory criminal pleading against the member;

xxiii. Failure to comply with the Rules of Professional Conduct;

xxiv. Failure to comply with the LRIS rules;

xxv. Complaint by or order of the Court;

xxvi. The member's conviction of a crime or decision by State Bar imposing disciplinary action against the member.

In determining whether a past crime or disciplinary decision, or a pending criminal charge or disciplinary proceeding warrants removal, suspension, or other discipline by the Lawyer Referral and Information Service, the Qualifications Subcommittee should consider:

a. How and to what extent the matter appears to affect the quality of the attorney's representation of his or her client(s);

b. How and to what extent the attorney will be able fully to serve clients during the pendency of the action;

c. Whether the nature and quality of the underlying offense, if known by the client, would be likely to have a substantial effect on the client's willingness to be represented by that attorney;

d. Whether the continued membership of the attorney is likely to bring discredit or disfavor on, or otherwise adversely affect, the Service.

3. Within fourteen (14) days upon completion of the investigation of the complaint, the Director shall prepare a written report of the investigation but only when in his/her opinion there is reasonable cause to believe grounds exist for suspension or removal or other disciplinary action of a panel member under these rules. Otherwise, the matter shall be closed with no
action, and, where appropriate, the accused panel member shall be so notified.

4. The Director shall periodically (but no less than every six (6) months) report to the LRIS committee on the disposition of all such complaints, and may provide copies of any reports prepared in connection with such complaints.

B. Suspension Pending Hearing

1. In the event the Director believes action on the complaint against the panel member is required but does not warrant immediate interim suspension for exigent circumstances under Rule 14, the Director shall promptly submit to the Qualifications Subcommittee a report of his or her investigation of the complaint that shall contain the following items:
   
   a) a summary of the complaint and a summary of the response, if any, of the accused panel member, and
   b) a recommendation regarding further action.

2. Within fourteen (14) days of the receipt of the Director's report, a majority of the Qualifications Subcommittee shall decide what action it deems appropriate and instruct the Director to implement its decision. Such action includes but is not limited to suspension, removal, and/or participation in an educational program or other remediation.

C. Notice of Interim Suspension and/or Other Action

1. The LRIS Committee shall adopt a standard letter of Notice of Interim Suspension and/or Other Action. The letter shall be written by and under the signature of the Director and shall contain a statement of the charges, a statement of whatever further action the Qualifications Subcommittee has taken, and a copy of these Rules.

2. Decisions on Interim Suspensions and/or Other Action may be made without convening a meeting of the Qualifications Subcommittee, but votes by a majority of the entire Subcommittee shall be necessary to make such a decision.

3. The Notice shall be sent to the panel member at his/her last known address. The Director shall send such Notice promptly upon receipt of the decision of the Qualifications Subcommittee and it shall be sent a manner that provides for proof of receipt by the panel member.

D. Hearing Procedures
1. Request for Hearing or Written Rebuttal

a) An attorney who desires to have a hearing after a Notice of Interim Suspension and/or Other Action shall, within 15 days of the service of the Notice, send a written request for a hearing to the Director. The attorney may submit a written rebuttal to the alleged violation (together with any supporting material and arguments), prior to, at the time of, or in lieu of the hearing.

b) If a written rebuttal is submitted, the Qualifications Subcommittee shall make a determination as to the disposition of the matter only after a full consideration of all rebuttal documents. This will take place at the next regularly scheduled meeting of the Qualifications Subcommittee but in no event later than thirty (30) days following receipt of the rebuttal documents. A quorum, consisting of three (3) members, shall be present during this meeting.

c) If the quorum of the Qualifications Subcommittee determines that further action shall be taken (which includes but is not limited to suspension, removal, participation in an educational program or other remediation) the Qualifications Subcommittee shall notify the panel member in writing within seven (7) days of its decision.

d) If a hearing is requested within fifteen (15) days of service of the Notice of Interim Suspension and/or Further Action, the hearing shall be conducted by the Qualifications Subcommittee at a time to be specially determined. A quorum, consisting of at least three (3) members of the Qualifications Subcommittee, shall be present during hearings; and only members who have been present during the entire hearing may vote to decide the case unless the accused member and the Director stipulate otherwise.

e) Any decision of the Subcommittee shall be reached by a majority of those voting.

f) If no hearing is requested and no rebuttal is submitted, the decision of the QS shall become final upon the expiration of twenty (20) days and notice of the same shall be sent thereafter to the panel member.

2. Rules Applicable During Hearing

a) The Qualifications Subcommittee shall elect one of its members present to preside at each hearing.

b) The Executive Director of the Bar Association shall designate a volunteer attorney to present evidence and call witnesses in support of the allegations.
of the Notice of Interim Suspension and/or Further Action and may cross-examine witnesses called by the accused panel member. The Director of the LRIS may also attend and call witnesses in support of the decision(s) of the Qualifications Subcommittee.

c) The panel member or his/her representative may present evidence and call witnesses in defense or mitigation and may cross-examine witnesses called by the Executive Director and the Director of the LRIS.

d) The proceedings may be recorded and transcribed only if requested and paid for by the accused panel member (and with five days notice prior to the hearing). The panel member shall bear all costs associated with recording and transcription and shall provide a copy of the transcript of the proceedings to the LRIS.

e) Evidence shall be received in accordance with the provisions of Section 11513 of the California Government Code. The presiding officer shall administer oaths and affirmations in accordance with Section 11513.

f) The presiding officer shall make all evidentiary rulings on behalf of the Subcommittee unless a member of the Subcommittee requests a vote on any ruling, in which case the majority shall decide whether or not to receive the evidence.

3. **Grounds for Removal, Suspension or other Disciplinary Action following Hearing**

A panel member may be suspended or removed from the panel, or otherwise disciplined to any lesser extent, upon a showing by a preponderance of the evidence that:

a) The member has violated any Rule of Professional Conduct of the State Bar of California, or
b) the member has violated any Rule of the LRIS, or
c) the member has committed a crime, or
d) the Court has ordered suspension or removal, or
e) the Qualifications Subcommittee finds that good cause exists for suspension or removal or other discipline.

E. **Finality of Decision**

1. All decisions of the Qualifications Subcommittee regarding suspension, removal or other further disciplinary action of a panel member shall be final and transmitted in writing to the panel member within thirty (30) days of submission. There shall be no further right of review or appeal by any party.
2. Following its decision, the Subcommittee may direct, where appropriate, that any or all of the following steps be taken by the staff:
   a) notification of The State Bar of California of the action taken,
   b) notification of other clients referred by the LRIS to the panel member of the action taken, and/or
   c) notification of any judge or judges of the action taken if the panel member is on an experience panel that receives Court-referred cases.

3. In the event the Qualifications Subcommittee finds a lack of sufficient evidence to sustain the charge, the Qualifications Subcommittee may, in its discretion, direct all references to any interim suspension or further action expunged and/or to the extent possible make up lost referrals.

RULE 16 - AMENDMENT

These rules may be amended by a vote of the majority of members of the LRIS Committee, subject to approval of the Board of Directors of the Bar Association.

Revised May 2009