

**LAWYER REFERRAL AND INFORMATION SERVICE
ATTORNEY APPLICATION AND AGREEMENT**

FOR OFFICE USE ONLY	
BASF ID#	
\$	
State Bar	

Bar Association of San Francisco

301 Battery Street, 3rd Floor
San Francisco, CA 94111
(415) 477-2374

URL: www.sfbar.org LRIS Full Membership Year: July 1, 2011 - June 30, 2012
 LRIS Half Membership Year: Jan. 1, 2012 - June 30, 2012

Name: _____ San Francisco Telephone #: _____

E-mail address: _____ Fax #: _____

Principal office address must be in San Francisco:

(number and street) (suite #) (zip)

Is your office wheelchair accessible? Yes No State Bar Number: _____

Admission and ability to practice in other states: _____

Other languages spoken: _____
(must be sufficient fluency to conduct consultation and representation)

For the hearing impaired: American Sign Language TDD telephone equipment

DUES: Sign and return this form with appropriate LRIS panel dues as follows:

- \$125.00 (includes one regular fee panel)
- \$60.00 for each additional regular fee panel.

After January 1, 2012, LRIS half membership-year dues are \$60.00 for one panel/\$30.00 for each additional regular fee panel. Make checks payable to: Bar Association of San Francisco.

NON-BASF MEMBERS: Attorneys who are not members of the Bar Association of San Francisco must pay an additional non-member fee of \$75.00, to help defray BASF's administrative costs. BASF member? Yes No

NEW/RENEWING LAWYER REFERRAL AND INFORMATION SERVICE MEMBERS: Have you previously been a member of BASF's Lawyer Referral and Information Service? Yes No

APPOINTMENTS: Please indicate whether your office can make appointments for you: Yes No

Do you take appointments: After 5:30 p.m. Saturdays Sundays

ERRORS AND OMISSIONS INSURANCE: Errors and omissions insurance, in the amount of not less than \$100,000.00 for each occurrence and \$300,000.00 aggregate per year, is a requirement of membership. Applicant must agree to maintain coverage throughout representation of clients referred by the Lawyer Referral and Information Service arising from the subject matter of the original referral. **Please provide a copy of the declarations page of your policy along with this application if we do not already have one on file for you.**

REGULAR FEE PANELS: Check the panels from which you wish to receive referrals. You must complete or have completed separate applications to qualify for all regular fee panels except for the General Panel (see below). Please call (415) 782-9000 x8750 for experience panel application forms or information about panel membership or visit our website at www.sfbar.org/lawyerreferral.

REGULAR FEE PANELS:

- | | | |
|---|---|--|
| <input type="checkbox"/> General Law (please see below) | <input type="checkbox"/> Elder Abuse | <input type="checkbox"/> Legal Malpractice |
| <input type="checkbox"/> Business Law | <input type="checkbox"/> Family Law | <input type="checkbox"/> Military Law and Veteran's Benefits Panel |
| <input type="checkbox"/> Criminal Law | <input type="checkbox"/> Immigration and Naturalization | <input type="checkbox"/> Personal Injury |
| <input type="checkbox"/> Delinquency Law | <input type="checkbox"/> Insolvency Law | <input type="checkbox"/> Probate, Wills, & Estate Planning |
| <input type="checkbox"/> Dependency Law | <input type="checkbox"/> Intellectual Property Rights | <input type="checkbox"/> Real Estate & Landlord-Tenant |
| <input type="checkbox"/> Disability Rights | <input type="checkbox"/> Labor Relations | <input type="checkbox"/> Taxation Law |
| <input type="checkbox"/> Workers' Compensation | | |

GENERAL LAW PANEL: Check the appropriate boxes below for the areas on this panel for which you want to receive referrals. You may select as many areas of the General Law Panel as you wish. However, you must possess the knowledge and skill to perform legal services for the areas selected. At the discretion of the Director, applicant applying to the General Law Panel may be asked to provide a written statement of experience for the areas selected.

I am qualified to handle and wish to receive referrals in the following areas of law:

- | | | |
|--|---|--|
| <input type="checkbox"/> Administrative Law | <input type="checkbox"/> Insurance Law | <input type="checkbox"/> Small Claims Court Appeal |
| <input type="checkbox"/> Unemployment Hearings | <input type="checkbox"/> Lemon Law | <input type="checkbox"/> Small Claims Court Counseling |
| <input type="checkbox"/> Interstate Commerce Commission | <input type="checkbox"/> Mental Health Law | <input type="checkbox"/> Traffic Infractions |
| <input type="checkbox"/> DMV | <input type="checkbox"/> Name Change | <input type="checkbox"/> TRO (non-domestic) |
| <input type="checkbox"/> Collection and Collection Defense | <input type="checkbox"/> Penal Rights or Prison Law | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Consumer and Credit | <input type="checkbox"/> Personal Property Rights | |

LOW FEE PANELS: (no additional membership dues) There are no specific experience requirements for Low Fee Panels, except for the Criminal, Delinquency, Dependency Law Panels and the Collaborative Law and Limited Scope Representation categories of the Family Law Panel. To qualify for a low fee referral, individual clients must meet income eligibility guidelines established by the Lawyer Referral and Information Service Committee. Attorneys who serve on a low fee panel must agree to charge substantially less than their customary rate. You must possess the knowledge and skill to perform legal services for the areas selected. At the discretion of the Director, applicant applying to low fee panels may be asked to provide a written statement of experience for the areas selected.

I am qualified to handle and wish to receive referrals in the following areas of law:

- | | | |
|---|--|--|
| <input type="checkbox"/> Business Law | <input type="checkbox"/> Immigration and Naturalization | <input type="checkbox"/> Personal Injury |
| <input type="checkbox"/> Criminal Law* | <input type="checkbox"/> Insolvency Law | <input type="checkbox"/> Probate, Wills, & Estate Planning |
| <input type="checkbox"/> Delinquency Law* | <input type="checkbox"/> Intellectual Property Rights | <input type="checkbox"/> Real Estate & Landlord-Tenant |
| <input type="checkbox"/> Dependency Law* | <input type="checkbox"/> Juvenile Law* | <input type="checkbox"/> Taxation Law |
| <input type="checkbox"/> Family Law** | <input type="checkbox"/> Labor Relations | |
| <input type="checkbox"/> General Law (Please indicate areas of law from list above) | <input type="checkbox"/> Military Law and Veteran's Benefits | |

* Must meet experience requirements for membership on the regular fee panels

**Collaborative Law and Limited Scope Representation categories of the Family Law Panel require regular fee panel experience

VOLUNTEER LEGAL SERVICES PROGRAM: If you do not already participate in the Volunteer Legal Services Program, and would like to, please check here and you will be contacted with further information:

COURT-APPOINTMENT MENTORSHIP PROGRAMS: These programs are designed to help attorneys gain experience in the areas of criminal, delinquency and dependency law by working under the supervision of an experienced practitioner who has agreed to act as a mentor. All work will be done under the supervision of the mentor and she or he must make all court appearances. In order to serve as a mentor, you must be a member of the regular fee Criminal, Delinquency and Dependency Law Panels and be approved by the Court to serve as a mentor.

- Yes, I am interested in participating as a mentor on this program
 Criminal Law Delinquency Law Dependency Law

ATTORNEY-TO-ATTORNEY ADVICE PANEL: This service is available to all attorneys who want assistance. Inexperienced attorneys are strongly encouraged to use this resource for assistance.

I meet the experience panel requirements and am interested in advising other attorneys, especially legal service lawyers or inexperienced attorneys, in the following areas of law: _____

Advice is needed for simple procedures as well as complex, esoteric legal issues. This attorney service is available to facilitate compliance with the State Bar of California Rule of Professional Conduct 3-110. There is no referral fee for attorney-to-attorney advice referrals.

AGREEMENT

The Lawyer Referral and Information Service (“LRIS”) of the Bar Association of San Francisco (“BASF”) makes available to the public the services of qualified attorneys who are members of the LRIS. The applicant is applying for Panel membership in the LRIS. In exchange for LRIS referrals, applicant agrees to the following conditions and covenants:

1. Applicant represents that she or he has read the Lawyer Referral and Information Service Rules and agrees to abide by them and by those that may be later adopted. Rules are incorporated by reference. Applicant further represents that she or he has read and is familiar with the State Bar Rules of Professional Conduct, especially Rule 3-110.
2. For each Panel referral, applicant shall personally conduct a one-half hour consultation without charge. If the consultation exceeds 30 minutes and the attorney intends to charge the client an additional fee beyond the LRIS consultation fee, applicant shall inform the client of the fee to be charged at the conclusion of the LRIS arranged consultation. Applicant shall then obtain the client’s consent to provide any further services in advance of providing such services. All fee arrangements with LRIS clients must be in writing. The completion of all or any part of the initial consultation shall not be conditioned upon the acceptance by the client of the applicant’s fee agreement. Applicant shall collect, unless waived by the LRIS, a consultation fee established by the LRIS, and forward that fee, along with the referral disposition form, to the LRIS within 20 days of receipt.
3. In addition to any consultation fees, applicant shall pay to the LRIS forwarding fees according to the schedules set forth under A, B, C, and D, below. These fees are based on the total attorneys’ fees which arise out of the subject matter of the original referral. “Total attorneys’ fees” are fees received by the applicant, partners, or associates, **or by any attorney to whom the case has been transferred, with or without LRIS consent.** If you refer an LRIS client to another attorney, you will be responsible for all forwarding fees due to LRIS. The forwarding fee you will be responsible for is based on the total attorneys’ fees received by yourself and/or by any attorney to whom you have referred the client, even if you receive no fee yourself. If more than one case arises out of the subject matter of the original referral, attorneys’ fees from the separate cases shall be combined for purposes of calculating the forwarding fees owing to the Service. Applicant shall not pass LRIS forwarding fees on to any

client, either directly or indirectly, through an increase in the rate that would ordinarily be charged for the matter, or in any other manner.

Your signature here indicates that you understand and agree to the contents of paragraph 3, above.

X Date: _____ Signature: _____

Forwarding Fee Schedules

A. On all **contingent fee** cases (excepting medical malpractice cases, see schedule below) where the clients' obligation to pay fees is dependent upon the outcome of the matter and court/board approved fees as in state workers' compensation cases and probate cases (excepting extraordinary fees awarded in probate cases), applicant shall pay the following forwarding fees AND shall include with each payment to the LRIS a copy of the settlement statement:

(1) On fees of \$500-\$999, \$30;	(7) On fees of \$10,000-11,999, 20% of total attorney fees;
(2) On fees of \$1,000-\$1,999, 15% of total attorney fees;	(8) On fees of \$12,000-13,999, 21% of total attorney fees;
(3) On fees of \$2,000-\$3,999, 16% of total attorney fees;	(9) On fees of \$14,000-15,999, 22% of total attorney fees;
(4) On fees of \$4,000-\$5,999, 17% of total attorney fees;	(10) On fees of \$16,000-17,999, 23% of total attorney fees;
(5) On fees of \$6,000-7,999, 18% of total attorney fees;	(11) On fees of \$18,000-19,999, 24% of total attorney fees;
(6) On fees of \$8,000-9,999, 19% of total attorney fees;	(12) On fees of \$20,000 and above, 25% of total attorney fees

B. On all **contingent fee medical malpractice cases** where the clients' obligation to pay fees is dependent upon the outcome of the matter, applicant shall pay the following forwarding fees AND shall include with each payment to the LRIS a copy of the settlement statement:

- (1) On fees of \$500 - \$50,000, 15% of total attorney fees;
- (2) On fees of \$50,001 - \$75,000, 20% of total attorney fees;
- (3) On fees of \$75,001 and above, 25% of total attorney fees.

C. On all **non-contingent fee** cases referred on a regular fee panel, applicant shall pay the following forwarding fees (with the exception of family law cases, see D. below):

- (1) On fees of \$300 or more, 10% of attorney fees.

D. On all **non-contingent family law cases** referred on the regular fee panel, applicant shall pay the following forwarding fee:

- (1) On fees of \$300 or more, 5% of attorney fees.

E. On court-appointed family, juvenile dependency, delinquency and adult criminal cases, applicant shall pay 2% 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% to the Court to help defray the administrative cost of the court-appointment billing programs pursuant to contract with the Superior Court.

F. All forwarding fees are to be paid within twenty (20) days of receipt of the attorneys' fees and are due whether or not applicant is at that time an LRIS member. An additional interest charge at the then maximum legal rate may be assessed on any fees not received by the LRIS 60 days after receipt of attorney fees. Upon request, applicant shall provide the LRIS with copies of all fee agreements.

G. Whether or not applicant is still an LRIS member when they are due, applicant shall complete and return to the LRIS all reports requested by the LRIS, including, but not limited to, semi-annual Case Status Reports and disposition reports.

H. The LRIS reserves the right to contact clients referred to the panel attorney in the event the panel attorney does not provide timely reporting of the status of the case, or as appropriate.

I. The prevailing party in any proceeding or action arising out of or relating to this Agreement shall be entitled to receive its reasonable attorneys' fees and costs in connection with such proceeding or action.

Your signature here indicates that you understand and agree to the contents of paragraph 3(G), above.

X Date: _____ Signature: _____

4. Applicant shall immediately notify the LRIS should the applicant become ineligible or unable to accept referrals.

5. Applicant shall notify the LRIS within 10 days of written notice that a complaint has been filed against applicant with or an investigation has been commenced by the State Bar of California ("State Bar"), or like organization in any state, or that any complaint criminal in nature has been filed anywhere against applicant. This obligation to notify also applies should the applicant know or have a reasonable belief that such a complaint has been filed with or investigation has been commenced by the State Bar of California.

6. Applicant shall submit any fee dispute with a person referred by the LRIS, concerning the subject matter of the original referral, to arbitration by BASF's Committee on Arbitration of Fee Disputes, regardless of when the dispute arises. Arbitration will be conducted according to the rules and regulations of the appropriate BASF Committee. Applicant or the LRIS shall submit any dispute regarding fees owed to the LRIS, regardless of when the dispute arises, to binding arbitration by JAMS, or such other independent arbitration service with which BASF has entered into an agreement to provide arbitration services to BASF on a pro bono basis, which service shall appoint an arbitrator. The claimant first filing for arbitration shall select the forum, e.g., JAMS or other independent arbitration service with which BASF has entered into an agreement to provide arbitration services to BASF on a pro bono basis. Arbitration will be conducted according to the rules and regulations of the arbitration service provider. Applicant agrees to submit fee disputes in court-appointed cases for review by such committee(s) as may be established by the LRIS Committee to resolve such disputes, according to the Fee Audit Procedures, if and when a resolution is not reached with an Indigent Defense Attorney Administrator.

7. Applicant agrees to maintain errors and omissions insurance in the amount of not less than \$100,000.00 for each occurrence and \$300,000.00 aggregate per year. Applicant further agrees to continue to maintain such coverage throughout representation of clients referred by the LRIS arising from the subject matter of the original referral and to provide evidence of such coverage to LRIS by annually remitting to LRIS a copy of the Declarations page of the applicant's renewed errors and omissions insurance policy.

8. Applicant represents that she or he is an active member of the State Bar; has not been previously removed from a panel of the LRIS; maintains a full-time law office in San Francisco; is not the subject of any disciplinary proceeding with any State Bar, or like organization in any state; has no criminal charges pending anywhere; has not been convicted of a criminal offense; and has had no disciplinary proceedings adversely resolved against applicant which have resulted in public discipline by the State Bar, or like organization in any other state. If applicant cannot make these representations, applicant shall attach a complete explanation along with a copy of their record of discipline from the State Bar, or like organization in any other state.

9. Applicant agrees to indemnify and hold harmless BASF, its officers, directors, members, and employees and the Lawyer Referral and Information Service Committee from any claim, demand, action, liability, expense, or loss resulting in whole or in part from applicant's handling of any LRIS referral or by applicant's failure to comply with any provision of the Agreement.

10. Applicant waives all claims against BASF and the Lawyer Referral and Information Service Committee for any liability or loss arising out of the operation of the LRIS.

Your signature here indicates that you understand and agree to the entire contents of this agreement.

X Date: _____ Signature: _____