LAWYER REFERRAL AND INFORMATION SERVICE ANNUAL ATTORNEY MEMBERSHIP AGREEMENT	FOR OFFICE USE ONI	
	BASF ID #	
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Bar Association of San Francisco	State Bar	
50 Fremont St, Suite 1700		
San Francisco, CA 94105		
(415) 477-2374 URL: <u>www.sfbar.org</u> LRIS Full Membership Year: July 1, 2025 - June 30, 2026		
$\square LRIS Half Membership Year: Jan. 1, 2026 - June 30, 2026$		
Name: San Francisco Telepl		
E-mail address: Fax #:		
San Francisco Office:		
San Francisco Office:	te #) (zip)	
*Court appointment panel attorneys, private referral criminal and juvenile attorneys must hat Francisco office. Attorneys receiving private referrals through the LRIS, are strongly encours Francisco, and a virtual office is acceptable.	ave a designated San	
ls your main office outside of San Francisco? 🗖 Yes 🛛 No		
If you marked yes above, please provide your office recorded with the State Bar of	California:	
(office number and street) (suite #)	(zip)	
*Per agreement 8 below, applicants outside of the 9 Bay Area counties may be sub		
qualifications at the discretion of the LRIS Director and Qualifications Subcommit	tee.	
ls your office wheelchair accessible? 🗖 Yes 🛛 No		
State Bar Number*:		
*(Federal Attorneys, please note: If you are an attorney focused on practicing in the federal jurisd or bankruptcy law please contact the LRIS for more information concerning CA state bar members		
Admission and ability to practice in other states:		
Other languages spoken by \square applicant \square by office staff:		
(must be sufficient fluency for purposes of consultation AND representation)		
must be sufficient nucley for purposes of consultation AND representation)	t 🗖 Email	
For the hearing impaired: American Sign Language TDD telephone equipmen		
For the hearing impaired: American Sign Language TDD telephone equipment		
For the hearing impaired: American Sign Language TDD telephone equipment DUES : Sign and return this form with appropriate LRIS panel dues as follows:		
 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) 	00 for each additional	

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 For more information on becoming a BASF member, please visit https://login.sfbar.org/membership_application/

NEW/RENEWING LAWYER REFERRAL AND INFORMATION SERVICE MEMBERS: Have you previously been a member of BASF's San Francisco-Marin Lawyer Referral and Information Service?

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 agreement, if we do not already have one on file for you.

ONBOARDING VISIT: New applicants to non-court appointment LRIS panels agree to an onboarding with an LRIS staff member and/or Director virtually or at the applicant's San Francisco office prior to admittance to the panel(s). The office visit is arranged once all membership qualifications and malpractice insurance requirements have been met, and applicable fees have been paid. The purpose of the office visit is to acquaint the applicant with the processes of the LRIS and answer any questions about the service that the applicant may have.

REGULAR FEE PANELS: Check the panels from which you wish to receive referrals. You must complete separate applications to qualify for all regular fee panels except for the General Law Panel (see below). Please call (415) 782-8951 for experience panel application forms or information about panel membership or visit our website at <u>www.sfbar.org/lawyerreferral</u>.

REGULAR FEE PANELS:

- General Law (please see below)
- Business Law
- Criminal Law
- Delinquency Law
- Dependency Law
- Disability Rights
- Elder Abuse

- □ Family Law
- □ Immigration and Naturalization
- □ Insolvency Law
- □ Intellectual Property Rights
- Labor Relations
- □ Legal Malpractice
- Military Law and Veteran's Benefits Panel
- Personal Injury
- Derobate, Wills, & Estate Planning
- □ Real Estate & Landlord-Tenant
- Taxation Law
- □ 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, <u>you must possess the knowledge and skill necessary to competently perform legal services for the areas selected.</u> ALL applicants applying to the areas of *Collection/Collection Defense, *Consumer Credit, and *Lemon Law shall provide a written statement of experience for these areas. For all other areas selected, a written statement may be requested at the discretion of the LRIS Director.

I possess the necessary knowledge and skills to competently represent clients in the following areas of law:

- □ Administrative Law
- Unemployment Hearings
- □ Interstate Commerce Commission □ DMV
- Diviv
 *Collection/Collection Defense
- Consumer and Credit
- □ Education
- □ Insurance Law
- □ *Lemon Law
- Mental Health Law
- □ Name Change
- □ Penal Rights or Prison Law
- Personal Property Rights
- Small Claims Court Appeal
- □ Small Claims Court Counseling
- Traffic Infractions
- TRO (non-domestic)Other

LOW FEE PANELS: (No additional panel membership dues. There is a 5% forwarding fee on referrals from this panel) 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. However, you must possess the knowledge and skill to competently perform legal services for the areas selected. ALL applicants applying to low fee panels, who are not otherwise qualified on the Regular Fee Panel(s) for the selected area(s), must provide a written statement of experience for the area(s) selected.

To qualify for a low fee referral, individual clients must meet income eligibility guidelines established by the Service. Attorneys who serve on a low fee panel must agree to charge <u>substantially less</u> than their customary rate, understood to mean at least a 50% reduction in fees. Flat fee and payment plans for services are strongly encouraged when working with low-income clients.

I possess the knowledge and skill necessary to competently represent clients in the following areas of law:

- Business Law
- □ Criminal Law*
- □ Delinquency Law*
- □ Dependency Law*
- □ Family Law**
- **L**ow Fee Education Panel
- □ Insolvency Law
- □ Intellectual Property Rights

General Law (check above)

□ Immigration and Naturalization

□ Juvenile Law*

- Labor Relations (Defense only)Personal Injury (Defense only)
- Probate, Wills, & Estate Planning
- □ Real Estate & Landlord-Tenant
- □ Taxation Law

* 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.

MILITARY ASSISTANCE PROGRAM (MAP) Attorneys participating in this program assist military personnel and their families, as well as veterans, with legal services at a substantially reduced fee (50% reduction or more) in a wide variety of civil law practice areas. The LRIS attorney must meet the experience requirements as established on the regular fee panels to participate (see above). Please indicate if you would like to be a MAP attorney: $\Box Y \Box N$

LAWYERS ON CALL PROGRAM: This program affords members of the public who have very basic legal questions an opportunity to speak with an LRIS panel attorney by telephone for up to 15 minutes for brief legal advice. The LRIS attorney must meet the experience qualifications for a given practice area panel(s) to be scheduled for an advice call. Please indicate if you would like to participate in this program:

 $\Box Y \Box N$

2025-2026

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JUSTICE AND DIVERSITY CENTER PRO BONO REPRESENTATION PROGRAM: If you do not already participate in the Justice and Diversity Center's Pro Bono Representation Program, and would like to, please check here and you will be contacted with further information:

VOLUNTEER COURT-APPOINTMENT MENTORSHIP PROGRAMS: These programs are designed to help attorneys gain experience in the areas of criminal, delinquency and dependency law by working with an experienced practitioner who has volunteered to act as a mentor. All work undertaken by the attorney being mentored shall be done in collaboration with the mentor who, as the attorney of record, shall make all court appearances unless the mentor, client and Court agree an appearance may be made by the attorney being mentored so long as the mentor is present in Court. In order to serve as a mentor, you must be a member of the regular fee Criminal, Delinquency, Dependency or Family Court Panels.

□ Yes, I am interested in participating as a mentor on this program

□ Criminal Law □ Delinquency Law □ Dependency Law □ Family Law ATTORNEY-TO-ATTORNEY ADVICE PROGRAM: This service is available to any attorney seeking expertise in a particular practice area and LRIS panel attorneys are strongly encouraged to use this resource as

necessary. 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 1.1. There is no referral fee for attorney-to-attorney advice referrals. Please indicate that you meet the experience panel requirements and are interested in advising other attorneys, especially legal service lawyers or inexperienced attorneys, in the following areas of law:

u Yes, I am interested in participating in this program and can advise in the subject following areas:

AGREEMENT

The San Francisco-Marin Lawyer Referral and Information Service ("LRIS") of the Bar Association of San Francisco ("BASF") makes available to the public the services of experienced 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 LRIS 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 1.1.

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, 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. <u>All fee arrangements with LRIS clients must be in writing</u>. 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. In the event that the client has not prepaid the LRIS consultation fee by credit card, Applicant shall collect and forward that fee, along with the referral disposition form, to the LRIS within 7 days of receipt.

3. If for any reason the applicant is unable or unwilling to handle the client's matter, the applicant shall refer the client back to the LRIS. If the applicant has a recommendation of a referral to a non-LRIS panel attorney, the applicant must contact the Director to further discuss.

4. Applicant shall pay to the LRIS forwarding fees according to the schedules set forth under A through F 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 should the case have been transferred, with or without LRIS consent**. If you refer an LRIS client to another attorney, you remain responsible for all forwarding fees due to LRIS. The forwarding fee you will be responsible for is based on the <u>total attorneys' fees</u> received by yourself <u>and/or</u> 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 be responsible for costs associated with meeting clients and making appearances in a San Francisco or Marin client meetings or court appearances. 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 4, above.

X Date: _____Signature: _____

FORWARDING FEE SCHEDULES

A. On all **contingent fee** cases (excepting medical malpractice cases and landlord-tenant cases, see schedules 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 which are calculated at the non-contingency fee rates), applicant shall pay the following forwarding fees AND shall include with each payment to the LRIS a copy of the settlement statement, including but not limited to: court awards, compromise & release agreements, Social Security Administration benefits decisions, signed settlement agreements. Settlement documentation shall include the total settlement amount, attorneys' fees, itemized costs, the amount received by the client, and a copy of the signed fee agreement.

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

B. On all contingency 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

(1) 15% of total attorney fees.

C. On all **contingency fee landlord tenant cases** where the clients' obligation to pay fees is dependent upon the outcome of the matter, applicant shall pay the following forwarding fees:

(1) 15% of total attorney fees.

D. 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) 10% of total attorney fees.

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

(1) 5% of attorney fees.

F. On all cases referred on the reduced fee panel, applicant shall pay the following forwarding fee:

(1) 5% of attorney fees.

G. On court-appointed family, juvenile dependency, delinquency and adult criminal cases, pursuant to contract with the Superior Court, applicant shall pay 5% of total fees paid by the Court as determined by the Superior Court. A portion of these fees is deducted and remitted to the Service; the balance of the deducted fees is retained by the Court to help defray the administrative cost of the court-appointment billing programs.

H. 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.

I. 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, quarterly Case Status Reports and disposition reports.

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

K. 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 the section above.

X Date: ______Signature: _____

- 5. Applicant shall immediately notify the LRIS should the applicant become ineligible or unable to accept referrals.
- 6. 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 federal or state disciplinary entity 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 or like federal or state disciplinary entity in any state. In instances where past discipline has occurred, applicant must notify the LRIS of such fact and provide a copy of the record of discipline imposed by the State Bar of California or other federal or state disciplinary entity.
- 7. Applicant shall submit any fee dispute with a person referred by the LRIS, concerning the subject matter of the original referral, to arbitration by the State Bar of California's Mandatory Fee Arbitration Program, 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 will be conducted according to the rules and regulations services to BASF has entered into an agreement to provide arbitration services to BASF has entered into an agreement to provide arbitration service with which BASF has entered into an agreement to provide arbitration services to BASF has entered into an agreement to provide arbitration services to BASF has entered into an agreement to provide arbitration services to BASF has entered into an agreement to provide arbitration services to BASF has entered into an agreement to provide arbitration services to BASF has entered into an agreement to provide arbitration services to BASF has entered into an agreement to provide arbitration services to BASF has entered into an agreement to provide arbitration services to be arbitration will be conducted according to the rules and regulations of the arbitration service provider. For attorneys appointed by the Superior Court through BASF's Indigent Defense Administration (IDA) or Dependency Representation Program (DRP), 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 Proc
- 8. Applicant represents that she or he is an active member of the State Bar of California, in good standing (Federal Attorneys, please note: If you are an attorney focused on practicing in the federal jurisdictions of tax, immigration or bankruptcy law please contact the LRIS for more information concerning CA state bar membership rules); has not been previously removed from a panel of the LRIS; maintains a main office open to the public in the 9 Bay Area counties, including San Francisco, Marin, Sonoma, Napa, Solano, Contra Costa, Alameda, Santa Clara, San Mateo, available to receive mail, accept service of process and meet with clients during regular business hours; lists the office address on all web pages, court pleadings, business cards and stationery; and lists the areas of practice for which applicant has been approved to participate in the LRIS on his or her website as well. If the main office of the applicant is outside of the 9 Bay Area counties they will provide qualifying information requested by the LRIS Director and/or the LRIS Qualifications Subcommittee. For court appointment panels, as well as private criminal and juvenile referrals, the applicant must have an office in San Francisco. Applicant also represent that applicant is not the subject of any disciplinary proceeding with any State Bar, or like federal or state disciplinary entity 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 federal or state disciplinary entity in any 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 shall provide written notification to the Director of the LRIS if he/she has filed for bankruptcy during the course of his/her membership with the LRIS, or after membership with the LRIS while forwarding fees are still owing to the Service.

- 10. 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.
- 11. Applicant waives all claims against BASF and the San Francisco-Marin 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: _____