

# Lawyer Referral and Information Service

A public service sponsored by the San Luis Obispo County Bar Association



2014 Application for LRIS Membership



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## 2014 APPLICATION FOR LRIS MEMBERSHIP

I hereby apply for membership in the Lawyer Referral and Information Service (“LRIS”) sponsored by the San Luis Obispo County Bar Association and I make the following representations:

Name: \_\_\_\_\_

(If applicant is a law firm, please attach an **Addendum** listing the names of all participating law firm members. In addition, **each participating law firm member** should complete and submit a **separate application**; **all related applications should be sent as one “Application Package”, together with a single \$500.00 fee**; please see p.7).

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Firm: \_\_\_\_\_

Contact person(s) for LRIS referrals: \_\_\_\_\_

Preferred manner of correspondence: Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_ No preference: \_\_\_\_\_

Office physical address: \_\_\_\_\_

Office mailing address: \_\_\_\_\_

State Bar No. \_\_\_\_\_ Year Admitted to the State Bar of California: \_\_\_\_\_

**A. LRIS Subject Matter Panels** (Please see fee schedule (page 7) regarding the number of panels to which an applicant may belong.) Each **Panel** listed below is represented by a primary heading, e.g., “Administrative/Government”. The “subcategories”, e.g., “School Law”, allow the panel member to indicate his/her expertise within the Panel. “Other” has been added to enable the panel member to add a subcategory that is not listed.

### SUBJECT MATTER PANELS

- |   |  |
|---|--|
| <p>_____ <b>Administrative/Government</b></p> <p>_____ School law</p> <p>_____ Social Security Disability (SSI/SSDI)</p> <p>_____ Veteran’s benefits</p> <p>_____ CMC/ASH</p> <p>_____ Other _____</p> <p>_____ <b>Arbitration/Mediation</b></p> <p>_____ Family law</p> <p>_____ Civil</p> <p>_____ Other _____</p> <p>_____ <b>Bankruptcy/Collections</b></p> <p>_____ Personal bankruptcy</p> <p>_____ Business bankruptcy</p> <p>_____ Collections: creditor/debtor</p> <p>_____ Foreclosure</p> <p>_____ Loan modifications</p> <p>_____ Predatory lending</p> <p>_____ Other _____</p> <p>_____ <b>Business Law</b></p> <p>_____ Formation, reorganization, dissolution</p> <p>_____ Buy/sell</p> <p>_____ Taxation</p> <p>_____ Transactions</p> | <p>_____ Other _____</p> <p>_____ <b>General Civil</b></p> <p>_____ Appeals</p> <p>_____ Civil rights</p> <p>_____ Litigation</p> <p>_____ Transactions</p> <p>_____ Other _____</p> <p>_____ <b>Consumer Law</b></p> <p>_____ Lemon law</p> <p>_____ Consumer fraud</p> <p>_____ Product liability</p> <p>_____ Other _____</p> <p>_____ <b>Criminal Defense</b></p> <p>_____ Appeals</p> <p>_____ Felony</p> <p>_____ Misdemeanor</p> <p>_____ Infraction/Traffic</p> <p>_____ Juvenile</p> <p>_____ Other _____</p> <p>_____ Willing to visit correctional facilities (specify) _____</p> |
|---|--|

Subject matter panels (continued...)



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- \_\_\_\_\_ **Elder Law**
  - \_\_\_\_\_ Elder abuse
  - \_\_\_\_\_ Mental health issues
  - \_\_\_\_\_ Conservatorship/Guardianship
  - \_\_\_\_\_ Living will/power of attorney
  - \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ **Employment/Labor Law**
  - \_\_\_\_\_ CMC/ASH
  - \_\_\_\_\_ Discrimination (race/sex/age/other)
  - \_\_\_\_\_ Labor/union
  - \_\_\_\_\_ Wrongful termination
  - \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ **Environmental Law**
- \_\_\_\_\_ **Family Law**
  - \_\_\_\_\_ Limited scope (requires certification)
  - \_\_\_\_\_ Prenuptial/co-habitation agreements
  - \_\_\_\_\_ Paternity
  - \_\_\_\_\_ Divorce/annulment
  - \_\_\_\_\_ Child custody/visitation rights
  - \_\_\_\_\_ Child abuse
  - \_\_\_\_\_ Guardianship
  - \_\_\_\_\_ Adoption/grandparents' rights
  - \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ **Immigration/Naturalization**
- \_\_\_\_\_ **Insurance Bad Faith**
- \_\_\_\_\_ **Landlord/Tenant**
  - \_\_\_\_\_ Landlord only
  - \_\_\_\_\_ Tenant only
- \_\_\_\_\_ **Malpractice**
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Medical
  - \_\_\_\_\_ Dental
  - \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ **Intellectual Property**
  - \_\_\_\_\_ Patent
  - \_\_\_\_\_ Trademark
  - \_\_\_\_\_ Copyright
  - \_\_\_\_\_ Internet/web site
  - \_\_\_\_\_ Licensing
  - \_\_\_\_\_ Other \_\_\_\_\_

- \_\_\_\_\_ **Personal Injury/Tort**
  - \_\_\_\_\_ Personal injury
  - \_\_\_\_\_ Medical malpractice
  - \_\_\_\_\_ Legal malpractice
  - \_\_\_\_\_ Product liability
  - \_\_\_\_\_ Wrongful death
  - \_\_\_\_\_ Negligence
  - \_\_\_\_\_ Defamation
  - \_\_\_\_\_ Uninsured motorist/insurance law
  - \_\_\_\_\_ Personal injury/tort defense
  - \_\_\_\_\_ Police misconduct
  - \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ **Probate, Trusts, Estates**
  - \_\_\_\_\_ Drafting wills, trusts
  - \_\_\_\_\_ Estate/tax planning
  - \_\_\_\_\_ Probate
  - \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ **Real Property**
  - \_\_\_\_\_ Sales, exchange of real property
  - \_\_\_\_\_ Title
  - \_\_\_\_\_ Construction
  - \_\_\_\_\_ Mechanics' liens
  - \_\_\_\_\_ Commercial/residential leases
  - \_\_\_\_\_ Boundary disputes
  - \_\_\_\_\_ Easements
  - \_\_\_\_\_ Land use
  - \_\_\_\_\_ Homeowner associations
  - \_\_\_\_\_ Foreclosures, loan modifications
  - \_\_\_\_\_ Mobile home law
  - \_\_\_\_\_ Transactions
  - \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ **Workers' Compensation**

If you are a certified specialist, please list the area(s) in which you are certified as a specialist and attach a copy of your Specialization Certificate to this application.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. Application Declarations** (Please read the following paragraphs and indicate your understanding and agreement by signing the Declaration and Agreement Statement in Item E below.)

1. **LRIS Participation/Membership:** LRIS membership is offered to attorneys in good standing with the State Bar of California and who satisfy the requirements of the LRIS as set forth in its



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application and rules. I understand and agree that, due to a variety of operational constraints and concerns, membership may be denied or terminated at the discretion of the LRIS Governing Committee. The Committee's decision may be appealed to the Board of Directors of the San Luis Obispo County Bar Association, and the Board's decision shall be final. I understand and agree that in the event of termination of membership, fees submitted for participation in the LRIS will be prorated over 12 months, if applicable, and returned to the member. I understand and agree that the termination from LRIS participation shall not relieve me from the obligation to report and remit referral fees to LRIS pursuant to the membership agreement.

2. **LRIS' Administrative Fee and Attorney's Consultation Fees:** I understand that LRIS may charge the client, and is solely responsible for collection of, its \$25.00 administrative fee once an appointment is confirmed between the client and me. I further understand that no legal fees will be charged to the client by me for the first half-hour consultation; however, thereafter my normal legal fee(s) may be charged once I have fully discussed my fee(s) with the client and he/she has agreed to same in writing as more fully set forth in item number B.3. below.
  
3. **LRIS Fee Agreement with Client(s) and LRIS' Related Percentage Fee(s):** I am free to contract with the client for additional legal services following the first half-hour consultation at my regular rates once I have fully discussed my fees with the client and he/she has agreed to same in writing. A copy of the written fee agreement shall be provided to LRIS within 10 days of my acceptance of the case. I further agree to forward a percentage of all such fees ("percentage fees") to LRIS within 30 days of receipt by me (10% of all flat or hourly fees; 15% of all contingency fees.) My written fee agreement with the client will reflect this arrangement in a form substantially as follows:

"[Client] \_\_\_\_\_ was referred to Attorney by the Lawyer Referral and Information Service of the San Luis Obispo County Bar Association. \_\_\_\_ [10% for flat or hourly fees, 15% for contingent] percent of any attorney fees earned and collected by me will be forwarded to LRIS in accordance with LRIS' rules. **This fee-sharing arrangement shall not increase Client's costs for legal services beyond that which the Client would normally pay. Client consents to the release of this fee agreement to LRIS as well as to the release of billing statements relevant to the services performed by Attorney that arise from this fee agreement**".

As set forth in the preceding paragraph, I agree to provide LRIS with a copy of the written fee agreement entered into between the client(s) and me within 10 days of my acceptance of the case. I further understand and agree that LRIS has the authority and right to remove my name from consideration for further referrals until I have forwarded all written fee agreements and paid any and all outstanding percentage fees due and owing on all referred cases as set forth in the preceding paragraph.

4. **Membership Qualifications:** I have read and understand the qualification requirements for membership in LRIS and for placement on its panel(s) as set forth in Sections 3.1 through 3.4 of the LRIS Rules of Operation (a copy of which has been provided with this application). I certify that



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I satisfy all qualification requirements, including but not limited to the requirement that I have a minimum of two years substantive experience as defined in the Rules of Operation handling matters within the scope of each panel I have checked on this application. I understand and agree that the LRIS Director and/or the LRIS Governing Committee may require additional information from me to confirm that I meet the minimum qualifications for membership and for panel placement; I agree to fully cooperate with LRIS in providing any information that is requested.

5. **Professional Liability Insurance:** I certify that I am covered under a Policy of Errors and Omissions Insurance ("insurance policy") with minimum liability limits of \$100,000/\$300,000, and that I have attached a copy of the Declaration Page of said insurance policy to this Application. I agree and understand that if my insurance policy should lapse or be canceled during the time I am a member of LRIS, I shall immediately notify LRIS in writing. I understand and agree that having insurance in the above-described amounts is a prerequisite to receiving any LRIS referrals. By accepting an LRIS referral, I am warranting that I continue to maintain an insurance policy in conformity with LRIS' Rules of Operation, and that such insurance policy is in good standing. I further understand and agree that if my insurance policy should lapse or be canceled, I will neither receive, nor be entitled to receive, any further LRIS referrals unless and until my insurance policy has been reinstated and a copy of its Declaration page provided to LRIS. I further understand and agree that I will neither receive, nor be entitled to receive, a refund or relinquishment of any sums I have already given or still owe to LRIS (whether as an application fee, panel fee, percentage fee, or otherwise).
6. **Arbitration.** I understand and agree to abide by all LRIS Rules of Operation, and specifically Rule 3.6 which requires submission of any fee dispute arising between me and a Client referred by LRIS, if the Client so elects, to binding arbitration through a Mandatory Fee Arbitration Program as designated by the San Luis Obispo County Bar Association. I further understand and agree as stated in Rule 3.6, that disposition of all other complaints shall be determined by the LRIS Governing Committee. I agree and authorize LRIS to review and investigate all fee disputes or client claims, including, but not limited to, the Mandatory Fee Arbitration Program.
7. **Rescheduling of Appointments.** I understand and agree that every attempt should be made by me to meet with the Client at the time and place scheduled and confirmed by LRIS. In the event an emergency requires that I reschedule the appointment, I understand and agree that it is my obligation to contact the Client immediately to reschedule. In the event I must reschedule an appointment but am unable to do so, I understand and agree that it is my obligation to immediately advise the LRIS office so that the Client may be referred to another LRIS Panel Member. Failure to do so may result in a review by the LRIS Governing Committee. Also, repeated rescheduling of appointments without notification to LRIS may be cause for removal from the LRIS subject matter panels.
8. **Foreign Languages.** The following foreign languages are spoken in my office:  
I speak \_\_\_\_\_; a member of my staff speaks \_\_\_\_\_.  
Beginning \_\_\_ Intermediate \_\_\_ Advanced \_\_\_



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9. **Disciplinary Proceedings.** I have \_\_\_ I have not \_\_\_ been subject to disciplinary proceedings by the State Bar of California or by any other Bar. If I have, an explanation is attached.

C. **Panel Membership Fee Schedule**

1. **Annual Membership Dues for members of the San Luis Obispo County Bar Association.**

Please note: Annual LRIS Membership dues are increased by an additional \$150.00 for all members who are not members of the San Luis Obispo County Bar Association.

Individual Annual Membership:..... \$150.00  
(Includes 2014 annual LRIS registration and membership in up to 3 panels.)

Individual Annual Membership:..... \$200.00  
(Includes 2014 annual LRIS registration and unlimited panel membership.)

Law firm Annual Membership ..... \$500.00  
(Includes 2014 annual LRIS registration and unlimited panel memberships.)

2. **Client Referral Fees**

**LRIS Administrative Fee** ..... \$ 25.00

A \$25 LRIS Administrative Fee may be charged to the Client and will be collected by the LRIS staff at the time the appointment is scheduled and confirmed. The Administrative Fee may be waived for financial hardship on a case by case basis in the discretion of the LRIS director and/or the LRIS Governing Committee.

**Percentage Fees:** Please review LRIS' Rules of Operation provided with this Application (Rules 4.1 through 5.7) regarding Percentage Fees. Percentage Fees apply to all matters referred to and accepted by an LRIS Panel Attorney, with the exception of any matter that has been referred by LRIS and accepted by the panel member as a pro bono matter.

Hourly, Statutory, Flat, Retainer Fees: 10% of fees earned

Contingency Fees: 15% of fees earned

D. **Pro Bono and/or Low Fee/Modest Means Program** (please check number one or two):

1. \_\_\_ I/Our law firm will be available to consider handling, on a case by case basis:  
\_\_\_ a pro bono matter  
and/or  
\_\_\_ a low-fee matter per year

2. \_\_\_ I/Our law firm will not be available to handle any pro bono or low fee matters.

E. **Declaration and Agreement Statement** (If this is an Individual Membership Application, the



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following statements apply to the individual applicant. If this is a Law Firm Membership Application, the following statements apply to each member of the Law Firm included in this Application and listed on the attached Addendum; the Law Firm representative who signs this Application signs on behalf of all Law Firm applicants; the participating members of the Law Firm signs his/her individual application as well.)

### **I DECLARE UNDER PENALTY OF PERJURY THAT THE FOLLOWING IS TRUE AND CORRECT:**

1. I am an active member in good standing of the State Bar of California.
2. I have not been previously removed from a panel of the Lawyer Referral and Information Service.
3. I regularly practice and maintain at least one commercial business office in San Luis Obispo County or Santa Barbara County.
4. I agree to indemnify and hold harmless the San Luis Obispo County Bar Association ("Bar Association"), its officers, directors, members, and employees, and the LRIS Governing Committee ("the Committee") from any and all claims, demands, actions, liability or loss which may arise from, or be incurred as a result of, any and all referrals of Clients to me through LRIS and attributable to allegations or claims of professional malpractice.
5. I agree to conduct the initial consultation with each client referred on any of the panels of which I am a member at the appointed time in my office in accordance with the LRIS Rules of Operation, and if I am retained by the client, I agree to proceed at all times in accordance with said Rules.
6. I have read and understand the LRIS Rules of Operation in their entirety, and I agree without exception to abide by same, and to abide by such other and further rules as hereinafter may be adopted or amended by the Committee, including but not limited to all qualifying procedures set forth under said Rules.
7. For all Law Firm Membership applicants: I have read and understand the LRIS Rules of Operation pertaining to Law Firm Membership, including but not limited to Rule 5.5 pertaining to panel rotation and to the appointment of a single Law Firm contact for all LRIS referrals. I have read said Rules in their entirety and I agree without exception to abide by same, and to abide by such other and further rules as hereinafter may be adopted or amended by the Committee, including but not limited to all qualifying procedures set forth under said Rules
8. I agree to waive any and all claims against the Bar Association and its officers, directors, members, employees and the Committee for any liability or loss arising out of the operation of LRIS or the referral of clients hereunder.
9. I agree to submit any fee dispute arising between an LRIS-referred Client and me, if the Client so





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elects, to binding arbitration by a Fee Arbitration Committee of the San Luis Obispo County Bar Association or such other Fee Arbitration Committee established pursuant to Business and Professions Code §6200 et seq.

10. I agree to promptly notify LRIS in the event I become ineligible or disqualified to serve on any panel or become unable to accept referrals from LRIS.
11. I understand that I shall be permitted to withdraw my registration from any or all panels of LRIS at any time upon five (5) days written notice to the LRIS Committee.
12. I understand and agree that if I withdraw from any or all LRIS panels, or if my LRIS membership is suspended for cause by the LRIS Committee at any time, I will be entitled to a prorated refund of any portion of my membership fee(s). I further understand and agree that in the event of my withdrawal or suspension by the Committee as stated hereinabove, I will continue to forward to LRIS any and all percentage fees that remain or that become due and owing to LRIS, and I will continue to keep LRIS apprised of the status of all open and pending matters referred to me by LRIS, as and when requested.
13. I understand that I may be suspended or excluded from participating in LRIS by the action of the LRIS Governing Committee in accordance with Section B.1 above, and Section 7.2 of the Rules of Operation.
14. I understand and agree to abide by Sections 4.1 through 4.4 of the LRIS Rules of Operation regarding fees, including, but not limited to, all Rules pertaining to LRIS administrative fees, initial half-hour consultation, hourly fees, flat fees, contingency fees, Workers' Compensation percentage fees, reporting requirements, and payment of percentage fees.
15. I certify that I have no current actions pending before the San Luis Obispo County Bar Association's Fee Dispute Arbitration Program. I understand and agree that my application may not be considered until all pending actions are resolved.
16. I acknowledge receipt of the following documents: Rules and Regulations of the State Bar of California pertaining to Lawyer Referral Services including minimum standards for a Lawyer Referral Service in California (a.k.a. State Bar Minimum Standards) and the San Luis Obispo County Bar Association Lawyer Referral and Information Service Rules of Operation; I have read and hereby agree to abide by all provisions set forth therein.

Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 20\_\_\_\_.

Signature of Applicant \_\_\_\_\_

..... (Please print name)



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Membership Dues (Please refer to detailed fee schedule in Section C above):

Individual	\$150.00
Individual	200.00
Law Firm	500.00

Annual Dues enclosed (please see fee schedule):

\$

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Please return the following to LRIS at P.O. Box 585, San Luis Obispo, CA 93406:

- ✓ Completed and signed application
- ✓ Copy of insurance coverage declaration page
- ✓ Payment for membership dues-make checks payable to the LRIS
- ✓ If applicable, copy of Certificate(s) of Specialization