

**AGREEMENT FOR SONOMA COUNTY ATTORNEY PANELISTS OF
THE LAWYER REFERRAL SERVICE**

The Lawyer Referral Service (LRS) of the Sonoma County Bar Association makes available to the public the services of qualified attorneys who are members of the LRS. The applicant is applying for panel membership in the LRS. In exchange for LRS referrals applicant agrees to the following conditions and covenants:

1. Applicant represents that he or she has read the **Rules Governing the Lawyer Referral Service of the Sonoma County Bar Association for Sonoma County Panelists** and agrees to abide by them or by those that may be later adopted. Rules are incorporated by reference. Applicant further represents that he or she 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 the initial half-hour consultation without charge; the LRS office will collect the referral fee established by the LRS Rules. Applicant agrees to return the appropriate portion of the transmittal to the LRS within 10 days of receipt. For services rendered beyond the initial half-hour consultation, applicant shall establish in advance the fees to be paid.
3. Applicant shall pay the LRS forwarding fees in an amount equal to 12.5% of the total attorney fees received on all cases and clients referred by the LRS to the Applicant, regardless of the type or nature of the case or referral. The forwarding fees which apply are those which were in effect at the time of the LRS referral to applicant. These fees are based on the total fees, which arise out of the subject matter of the original referral. "Total attorney fees" are fees received (*exclusive of costs*) by the applicant, partners, or associates, or by any attorney to whom the case has been transferred, with or without LRS consent. Applicant shall not pass the LRS forwarding fee on to any client, either directly or indirectly, through an increase in the rate, which would ordinarily be charged for the matter, or in any other matter.
4. All forwarding fees are to be paid within 20 days of receipt by the attorney of any and all fees, regardless of whether or not the case is open and/or legal services are still being provided to the client. An additional interest charge at the maximum legal rate may be assessed on any fees not received by the LRS after 60 days of payment of attorney fees. *Upon request, applicant shall provide the LRS with copies of all fee agreements and client billing statements.*
5. In extraordinary cases, Panelists may seek modification or waiver of forwarding fees. All such requests must be placed in writing and delivered to the LRS Program

Director within 20 days of receipt of attorney's fees. The LRS Advisory Committee shall consider all such requests and render a decision in writing, which shall be deemed final.

6. Forwarding Fee Dispute/Binding Arbitration

- (a) Upon administrative determination by the LRS Advisory Committee, in regular session, that a dispute exists between LRS and the Panelist, LRS will promptly notify the Panelist in writing, setting out the amount of the forwarding fee due to LRS and the basis of the calculation of the forwarding fee. The Panelist will have twenty days from the date the notice was mailed, in which to remit the full amount of the fee stated in the notice; or, if the Panelist disputes all or part of the fee, to notify LRS of the fact, the amount of the fee which is disputed, and the facts in support of the disputed amount of the fee.
- (b) LRS and the Panelist agree to submit the matter of any such disputed forwarding fee to binding arbitration before a single arbitrator to be appointed from the Sonoma County Bar Association Fee Arbitration Panel. The procedure to be followed in any such arbitration shall be as set forth in the rules and procedures of the Sonoma County Bar Association Fee Arbitration Program for the binding resolution of attorney-client fee disputes by a single arbitrator. Panel member shall pay any and all administrative fees and costs charged by the Fee Arbitration Program.
- (c) LRS shall suspend further client referrals to the Panelist until such time as the forwarding fee dispute has been resolved, and any amount of the forwarding fee determined to be due to LRS has been paid in full. In the event the referral of clients to the Panelist is suspended for any length of time pursuant to this provision, the Panelist shall not be entitled to any refund of any portion of any application/membership or panel fees paid to LRS. During any such period of suspension of referrals, no application by the Panelist for recertification shall be processed.
- (d) The prevailing party in any proceeding or action arising out of or relation to this Agreement shall be entitled to receive its reasonable attorney's fees and costs in connection with such proceedings or action.

7. Applicant represents that he or she he is an active member of the State Bar of California, has not been previously removed from a panel of the LRS within the last two years; maintains a full-time law office in Sonoma County; is not the subject of any State Bar, or like organization in any state, disciplinary proceedings; has no criminal charges pending anywhere; has not been convicted of a felony criminal offense; and has had no State Bar, or like organization in any other state, disciplinary proceedings adversely resolved against applicant. If applicant cannot make these representations, applicant shall attach a complete explanation.

8. Applicant agrees to maintain error 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 LRS arising from the subject matter of the original referral.
9. Applicant agrees to indemnify and hold harmless the Sonoma County Bar Association (Bar), its officers, directors, members, and employees and the Lawyer Referral Service Advisory Committee (Committee) from any claim, demand, action, liability, expense, or loss resulting in whole or in part from applicant's handling of any LRS referral or by applicant's failure to comply with any provision of the Agreement. Applicant waives all claims against the BAR or COMMITTEE for any liability or loss arising out of the operation of the LRS.
10. This Agreement is effective from April 1, 2010 – March 31, 2011.

I have received, read, understand, and agree to comply with the entire terms of this Agreement and the **Rules Governing the Lawyer Referral Service of the Sonoma County Bar Association for Sonoma County Panelists.**

Date: _____

Signature: _____

Print Name: _____

This document supercedes any and all previously written Agreement for Sonoma County Attorney Panelists of the Lawyer Referral Service of the Sonoma County Bar Association.

Revised 2/2009