

Knoxville Bar Association
LAWYER REFERRAL & INFORMATION SERVICE
Policies and Procedures

I. PURPOSE

The purpose of the Lawyer Referral & Information Service is as follows:

- (a) To make legal services readily available to the general public by providing lawyer referrals to Knoxville Bar Association members who are participating in the Lawyer Referral & Information Service;
- (b) To provide general information regarding consumer, government and other agencies when appropriate;
- (c) To promote high standards of practice and encourage the highest quality of legal services.

II. PLAN OF ORGANIZATION

2.1 The Lawyer Referral & Information Service (hereinafter called "The Service") shall be sponsored by the Knoxville Bar Association, Inc. under direction of the Board of Governors. The Service shall be operated out of an office located in Knoxville, Tennessee by staff persons employed by the Knoxville Bar Association, Inc.

2.2 The Service shall be operated under the immediate supervision of the Knoxville Bar Association Lawyer Referral & Information Service Committee (hereinafter called "The Committee"), subject to the By-Laws, rules and regulations of the Knoxville Bar Association and the Rules of the Tennessee Supreme Court, including the Rules of Professional Conduct.

2.3 The internal operation of The Service will be under the direction of the Knoxville Bar Association Executive Director (hereinafter called the "Director").

III. THE COMMITTEE

3.1 Members of the Committee shall be appointed in accordance with the By-Laws of the Knoxville Bar Association.

3.2 The Committee shall meet at regular intervals, at least quarterly.

3.3 The Committee shall periodically review these Policies and Procedures and the operation of The Service and shall from time to time recommend to the Board of Governors of the Knoxville Bar Association such revisions as it shall deem advisable.

3.4 The Committee shall have further responsibility of adopting such forms, procedures, rules of administration for The Service, consistent with these Policies and Procedures, as the Committee shall deem appropriate to carry out the purposes above set forth.

IV. PARTICIPATION IN THE LAWYER REFERRAL & INFORMATION SERVICE

4.1 The Committee shall organize a list of panels in which participating attorneys may designate specific areas of law in which they will accept referrals. After registration, a participating lawyer may revise such designation from time to time by written notice to The Service. A panel member shall not be permitted to specify an unwillingness to accept referrals according to the value of the property or the amount of the claim involved.

4.2 Before accepting the registration of any applicant, The Service may require such information and certifications as it deems necessary to have the applicant show that he/she is a member of the Knoxville Bar Association in good standing and licensed to practice law in the state of Tennessee.

4.3 In addition to the qualifications listed in paragraph 4.2, participating attorneys must:

- (a) Carry, and continue to carry, professional liability insurance in the amount of \$100,000/\$300,000, and provide The Service with a copy of the face sheet or declarations page of the malpractice insurance. The lawyer will be removed from The Service, by the Director, upon expiration of coverage if proof of new coverage is not provided to The Service.
- (b) Grant a 30 minute initial in-office or phone consultation to any client referred to him/her.
- (c) Have completed at least 15 credit hours of continuing legal education in the twelve-month period prior to application for or renewal of membership pursuant to the requirements of the Board of Professional Responsibility. The continuing legal education hours may be in any area of the law. Newly licensed attorneys who join The Service will be exempt from the CLE requirement for the first 12 months of practice. Pursuant to Tennessee Rule 2.04, any KBA member will be exempt from the CLE requirements after age sixty-five (65) upon filing a request with the Commission. The exemption shall not include the calendar year in which he or she becomes sixty-five (65) years of age.
- (d) Enter into a written fee agreement with the client for any further service.
- (e) Permit any dispute concerning fees arising from a referral to be submitted to the Fee Dispute Committee of the Knoxville Bar Association, if the client so petitions.
- (f) Grant clients referred by The Service an appointment as soon as practicable.
- (g) Allow the information contained in the lawyer's application to be furnished, to the extent that The Service sees fit, to clients who seek assistance from The Service.
- (h) Abide by the Policies and Procedures of The Service.
- (i) By his/her participation in The Service, agree to and hereby release the Knoxville Bar Association, its officers, members or staff from any and all liability for a claim or cause of action arising from the operation of The Service.

4.4 All applicants for panel membership in EXPERIENCED PANELS ONLY are required to document relevant experience prior to panel admission by separate application.

4.5 Participation on the Panel shall continue until the member voluntarily withdraws ceases to be qualified, or until action is taken by The Service to terminate the member's participation (see Section VIII). A panel lawyer may withdraw from the panel at any time by giving written notice. Withdrawal does not relieve the attorney of responsibility for cases previously accepted from The Service. The 15% remittance fee is due as long as the LRIS referred case remains active. Panel registration fee is not refundable. If the panel member changes firms, leaves a firm to establish his/her own practice, leaves the state, or leaves the practice of law, the member must immediately notify The Service of this change, and update the disposition of all client referrals.

V. FEES

5.1 Each Panel lawyer shall pay to The Service a non-refundable fee of **\$150.00** for the first year of membership and a renewal fee thereafter of \$150.00 per year. Fees for the first year will be tendered with the lawyer's application which shall be refunded if the application is not approved. The \$150.00 fee will register the participating attorney on up to four (4) panels. Each additional panel upon which the attorney desires to be listed will be at the rate of \$25.00 per panel. The LRIS Committee may offer certain panels at no additional charge beyond the \$150.00 registration fee. Based on the fiscal year July 1 - June 30, any attorney submitting an application after January 1, will pay a non-refundable \$75.00 panel registration fee.

5.2 In the case of any matter referred by the Service, each panel member shall agree to the fee-forwarding requirement and for any retained case, he/she will pay to The Service 15 % of the total attorney's fee received over \$200.00. This obligation applies to fees recovered as a result of any and all actions or proceedings arising out of the same set of facts or circumstances that were the basis for the original referral. It does not apply to separate, unrelated legal matters for which the client may seek counsel. If a panel member is uncertain whether the additional legal works is subject to the fee forwarding agreement, the panel member should contact the Director. Any dispute as to whether a matter arises out of the set of facts or circumstances that were the basis for the original referral will be determined by the LRIS Committee in its sole and absolute discretion.

5.3 The Service is entitled to (a) know the outcome of any legal representation, and (b) the attorney's fees received, 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 attorney's fees to which it is entitled.

5.4 The panel member is required to remit the fee to The Service within 20 working days of receipt. If a lawyer to whom a client has been referred concludes that special services are required, he/she may associate with a lawyer whom he/she considers qualified. In any case, the attorney shall notify The Service in writing of the association with other counsel, and the attorney is still bound by the LRIS fee participation provision.

5.5 The referral lawyer may make such fee arrangements with the client for the performance of future legal services in the matter referred as are consistent with recognized principles of legal ethics.

5.6 A lawyer who receives a referral may not increase the hourly rate or the percentage of a contingency fee or in any other way pass on the costs of The Service to the client.

5.7 Any and all fees generated within the meaning of the foregoing section shall be used exclusively to assist with the administrative expenses of The Service.

5.8 The Service will provide to the client the initial consultation free of charge.

5.9 If any member fails to pay any fees or any other amounts which are due under these Policies and Procedures, including without limitation, any fees or amounts due under Section V, the Director or the LRIS Committee Chair is entitled to send a demand letter by certified mail, return receipt requested, to the member, in which a fee or other amount is due immediately. If the member fails to pay any fees owed to The Service within 30 days of member's receipt of demand letter, the member will be required to pay The Service a \$300.00 delinquency assessment (the "300.00 Assessment"), in addition to any previously accrued fees owed to The Service. The participating attorney acknowledges this \$300 Assessment to be fair and reasonable considering the time and expense of monitoring and review of the payments which are due in relation to the files, the time and expense for the demand and the state and condition of the legal market. It is acknowledged by the participating attorney and The Service that the actual amount necessary to adequately compensate The Service and the attorney in such a case would be impractical and extremely difficult to calculate. The Service and the participating attorney therefore agree that the amount of such \$300.00 Assessment shall be as set forth in this paragraph. In addition, if the participating attorney fails to pay fees owed to The Service by the specified deadline, and The Service takes legal action to enforce the panel attorney's obligations, the panel attorney shall be required to pay The Service an additional administrative fee equal to the lesser of (a) 10% of the total fees owed (less the \$300.00 Assessment, provided that such 10% amount shall not be less than zero and no/100s Dollars [\$-0-] after such deduction for the \$300.00 Assessment) or (b) the highest amount allowed by law, together with all legal fees, expenses, discretionary costs, and court costs incurred by The Service in its efforts to collect the fees owed by the panel attorney. By his or her participation in The Service, the member acknowledges and agrees that this administrative fee is fair and reasonable based on the condition of the money markets and legal markets. It is acknowledged by The Service and the member that the actual amount necessary to adequately compensate The Service in such a case would be impractical and extremely difficult to calculate. The member and The Service therefore agree that the amount of such administrative fee shall be as set forth in this paragraph. Delinquent sums, including attorney's fees, administrative costs, delinquency assessments, and any other fees or expenses shall bear interest at the rate which is equal to the lesser of (1) 18% per annum or (2) the highest amount allowed by law.

VI. REFERRAL SERVICE PROCEDURES

6.1 Each prospective client shall first communicate with The Service. An employee of The Service (hereinafter called the "Interviewer") shall advise the client of The Service's rules applicable to his/her case. This includes information about the purpose of the first referral consultation, the length of time deemed appropriate for the consultation, the fee paid by the client and any other information deemed necessary by the Committee. The interviewer shall attempt to find out whether the client has a lawyer. If the client has a lawyer, the Interviewer shall suggest that the client talk to that

lawyer. If, however, the client states that he or she does not wish to consult that lawyer, the client shall be referred to a lawyer according to The Service's usual procedure unless this would violate the provisions of Section 12.3.

6.2 The client shall then be referred to a lawyer from the appropriate panel. For in-office consultations, the Interviewer will contact the lawyer's office to schedule an appointment for the client. For telephone consultations, the client may be provided with the names and phone number of up to two (2) panel attorneys.

6.3 No prospective client shall be referred to more than two members of the panel unless a lawyer to whom the client is referred declines the initial consultation. For in-office consultations, a client may be referred to a second attorney for consultation if the client was dissatisfied with the initial referral.

6.4 If matters other than those contemplated in the interview develop during the consultation with the lawyer, the referral lawyer may make such arrangements for handling these matters as may be appropriate and agreeable with the client subject to the provisions of Section 5.2.

6.5 The Committee shall prepare a roster of all participating attorneys on the Panel and shall adopt procedures designed to insure that referrals are made in rotation in accordance with these Policies and Procedures, and without favoritism. The following procedures shall govern referrals:

- (a) The initial members of the Panel shall be arranged alphabetically. Lawyers added to the panel after preparation of the initial roster shall be added to the roster, in the order in which their applications are approved.
- (b) Upon determining the nature of the client's legal problem, the Interviewer shall proceed down the roster in order and refer the first lawyer whose file reflects that he/she will accept referrals in that field or type of legal work. If the client declines the referral to the lawyer whose name is next on the roster for a referral, that lawyer is passed over, and the procedure set forth above shall be followed until a referral is made. A lawyer whose name is passed over pursuant to the procedures outlined in this paragraph shall remain in place on the roster, and not be rotated to the bottom of the roster.
- (c) Once the client is provided with a referral, that attorney shall be rotated to the bottom of the roster. If the lawyer declines the referral, that lawyer is rotated to the bottom of the roster except under the following circumstances:
 - (1) The lawyer considers that there is an apparent conflict of interest in representing the client in the matter for which the referral has been requested; or
 - (2) The lawyer considers that the matter for which the referral has been requested is not within the field or type of legal work in which he/she has agreed to accept referrals.
- (d) If the lawyer initially accepts the referral, but determines, prior to or at the time of the initial consultation with the client, that any of the circumstances stated in subparagraphs (1) or (2) are present, and the lawyer thereupon refers the client back to The Service, the lawyer shall not be deemed to have declined the referral for purposes of rotation to the bottom of the roster. Upon such referral of the client back to The Service, the referral procedures as set forth in subparagraph (b) of Section 6.5 shall be followed until a referral is made.

6.6 If a lawyer to whom a client has been referred is unavailable for consultation, then the lawyer may refer that client to a LRIS panel member within their firm, otherwise the lawyer must refer the client back to LRIS for additional referral.

6.7 If a lawyer to whom a client has been referred concludes that special services are required, he/she may associate with a lawyer whom he/she considers qualified. In any case, the attorney shall notify The Service in writing of the association with other counsel ***and the attorney is still bound by the fee participation provision.***

6.8 The Service will make regular and consistent attempts to follow up the operation of the Referral Service in a reasonable number of cases in order to obtain information that will enable The Service to determine whether appointments have been kept, whether the referred client was satisfied with the lawyer's handling of the case and the fees charged. Information obtained will be used to make alterations in the operation of The Service as may appear desirable by the Committee.

6.9 Communications from LRIS regarding prospective clients will be regarded by the lawyer as confidential. Referrals are made with the expectation that the lawyer maintain the confidentiality of the fact that the client is seeking a referral. The lawyer is also expected to adhere to Rule 1.18 of the Rules of Professional Conduct of the Tennessee Supreme Court with regard to Duties to Prospective Clients.

VII. RECORDS AND REPORTS

7.1 The maintenance of records adequate to reflect the operation of The Service is essential and the responsibility of the Director. The Service shall establish a record system which shall contain the following information for each prospective client and each lawyer.

- (a) Prospective clients who are not referred to a lawyer and in each case the reason for the non-referral;
- (b) Clients referred to a lawyer and, in each such case:
 - (1) Nature of the legal question involved;
 - (2) Lawyer to who referred;
 - (3) Total fee charged and the method of payment;
 - (4) Disposition of case; and
 - (5) Client's comments on fee, satisfaction, etc.

7.2 The Committee shall adopt the necessary forms and records to efficiently operate The Service.

7.3 Attorneys are obligated to inform The Service of the status of referred clients by reporting the proper disposition(s) within 30 days of the date referred. Additionally, The Service will send quarterly reports, retained case reports, and annual reports to obtain updates on each client referred to the attorney. Such reports shall contain information regarding the initial consultation, further services arranged, and the amount of the agreed-upon fee. Failure to comply within four (4) weeks shall be cause for The Service to remove the attorney's name from the rotation until such time as reports and payments shall have been made current.

7.4 If any member fails to provide The Service with a required referral report and/or required status update report(s) as required by Rule 7.3, the Director or the LRIS Committee Chair is entitled to send a demand letter by certified mail, return receipt requested, to the member, in which a response to the member's reporting requirements is due immediately. If the member fails to provide any such report or status update within 30 days of member's receipt of demand letter, the member will be required to pay The Service a \$300.00 delinquency assessment (the "Report Delinquency Assessment"), in addition to any previously accrued fees owed to The Service. The participating attorney acknowledges this Report Delinquency Assessment to be fair and reasonable considering the time and expense of monitoring and review of the files, the time and expense for the demand and the state and condition of the legal market. It is acknowledged by the participating attorney and The Service that the actual amount necessary to adequately compensate The Service and the attorney in such a case would be impractical and extremely difficult to calculate. The Service and the participating attorney therefore agree that the amount of such Report Delinquency Assessment shall be as set forth in this paragraph. In addition, if the participating attorney fails to provide any reports or status updates required by The Service by the specified deadline, and The Service takes legal action to enforce the panel attorney's obligations, the panel attorney shall be required to pay The Service all legal fees, expenses, discretionary costs, and court costs incurred by The Service in its efforts to obtain the delivery of such reports and status updates by the panel attorney. Delinquent sums, including attorney's fees, administrative costs, delinquency assessments, and any other fees or expenses shall bear interest at the rate which is equal to the lesser of (1) 18% per annum or (2) the highest amount allowed by law.

VIII. SUSPENSION

8.1 The Director is empowered to suspend any attorney panel member for any good cause including but not limited to the following:

- (a) Failed to pay any fee, render any report, repeatedly refused to accept referrals or otherwise failed to abide by the Policies and Procedures of The Service.
- (b) Signed any application, certification or report to The Service which is found to be untrue.
- (c) Ceased to be an active member in good standing of the Knoxville Bar Association.
- (d) Consistent unavailability to referral clients.
- (e) Consistent refusal to make or keep appointments with referred clients which includes return calls from initial phone consultation referrals.
- (f) Repeated fee disputes with referral clients; or
- (g) Consistent or excessive complaints from referred clients.

8.2 A Panel Lawyer having knowledge of any fact which would terminate his/her eligibility shall so advise The Service. The panel attorney is required to disclose any public discipline imposed by the Board of Professional Responsibility, any pending suit for legal malpractice or other private civil action alleging attorney misconduct.

8.3 The Lawyer Referral & Information Service Committee may disqualify a lawyer from the panel for unprofessional conduct. Disqualification shall be accomplished by the affirmative vote of a majority of the Committee and upon written notice thereof; any lawyer so disqualified may have review of such action by the Executive Committee of the Knoxville Bar Association upon making written request within thirty days of the date of such disqualification.

IX. PROCEDURES FOR SUSPENDING PANEL MEMBER

9.1 The Director will send written notice 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 Service within the time period stated will result in further action by the LRIS Committee. The attorney's status shall not be jeopardized by such action except that referrals will not be made during the suspension.

9.2 The participating attorney shall cure the violation OR have the opportunity to respond to the Director in writing, with such response to be submitted within 15 days of the suspension date.

9.3 If the violation is not cured to the satisfaction of the Director then a hearing with the LRIS Committee will be scheduled to review the violation at their next regularly scheduled meeting or a special meeting will be called to review the suspension. The panel attorney will be required to attend and address the violation. The panel attorney will be expected to respond to questions by the LRIS Committee and failure to respond will result in automatic exclusion from the LRIS panel.

X. CONSIDERATION OF SUSPENDED PANEL MEMBERS BY LRIS COMMITTEE

10.1 In determining whether an attorney's conduct warrants removal or suspension, the Committee should consider:

- 1) How and to what extent the matter appears to affect the quality of the attorney's representation of his or her client(s);
- 2) How and to what extent the attorney will be able fully to serve clients during the pendency of an action;
- 3) Whether the nature and quality of the underlying conduct, if known by the client, would be likely to have a substantial effect on the client's willingness to be represented by that attorney;

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

10.2 Any proceedings under paragraphs 8.1, 8.2 or 8.3 will be considered confidential.

XI. EXCLUSION FROM LRIS

11.1 Any applicant may be denied registration if having been a previous LRIS member has been suspended under provisions of paragraph 8.1, 8.2, and/or 8.3.

XII. AVAILABILITY OF SERVICE

12.1 No referral shall be made or refused on the basis of race, sex, age, religion or national origin.

12.2 The Service reserves the right to decline for cause to make the facilities of The Service available to any person to the extent it may do so under the law.

12.3 A client shall not be referred to any lawyer if the client previously engaged the services of a lawyer on the same matter concerning which he/she now desires to be referred, unless the lawyer-client relationship has been properly terminated.

XIII. PUBLICITY

13.1 The Committee shall at all times maintain an adequate publicity program. Publicity and releases will take any form not inconsistent with recognized principles of legal ethics and standards of publicizing the Lawyer Referral & Information Service.

XIV. AMENDMENT AND REPEAL

14.1 These Policies and Procedures may be amended or repealed and terminated by the Board of Governors of the Knoxville Bar Association, Inc.

These Policies and Procedures were approved by the Board of Governors of the Knoxville Bar Association on April 18, 2018.