

**SAN DIEGO COUNTY BAR ASSOCIATION
RULES OF OPERATION AGREEMENT
(Overview of the Rules of Operation)**

Please read this agreement carefully. It is a legally-binding agreement between you and the SDCBA:

I, _____, agree to the following.

In exchange for being put on one or more of the panels of the Lawyer Referral and Information Service, which authorizes the San Diego County Bar Association to give my contact information to prospective clients in the practice areas for which I am registered and approved, **I agree to the following terms and conditions:**

I understand that my receipt of referrals of potential clients by LRIS will be based on predetermined factors, such as whether the potential client seeks assistance in my practice area of law, and whether the potential client chooses to avail himself or herself of the LRIS referral by contacting me. **LRIS does not and cannot guarantee** that it will be contacted by clients appropriate for referral to me, or that a referred client will contact or retain me.

If I cannot assist the potential client referred through the LRIS, I agree to **send the referral directly back to LRIS.**

I have read the qualifications for the panel(s) for which I currently receive referrals attached hereto, and certify that **I continue to meet the criteria** set forth for those panels.

I agree to accept telephone calls from referrals from the LRIS at no charge. Each panel member must agree that they or a qualified member of their staff will provide an up to 30-minute consultation at no charge.

I agree that a 15% forwarding fee will be due on all fees received by the panel member, and by any lawyer with whom the panel member works, on the matter or matters referred.

I agree that the fee will also be due from any lawyer to whom the panel member refers such matters, whether such referral is made with or without consent of the service. If the attorney to whom the client is initially referred no longer wishes to handle the matter, and no attorney within the same firm is available to handle the matter under the initial attorney's supervision, the initial attorney must refer the client back to LRIS to be given another referral. If the initial attorney refers the client to another attorney in violation of this section, the initial attorney will remain liable to pay LRIS all forwarding fees generated by the matter, even while a new attorney represents the client. In addition, any violation of this rule constitutes ground for possible suspension or removal from LRIS.

I agree to notify the LRIS in **monthly reports** about each client referral accepted (here “accepted” means that the referred client **retained attorney** to perform any services and/or was charged and paid **any** fee),

I agree to notify the LRIS in **monthly reports** about each payment made to me by a client referred by the LRIS,

I agree to remit a **15% forwarding fee on all fees received from any referral** made by the LRIS service (except Modest Means) within **ten (10) days** of receipt of any such payment of fees.

I agree to fully **cooperate with any audit** by the San Diego County Bar Association regarding acceptance, status, and payment history of all referred clients from LRIS.

I agree that if an **audit** by the San Diego County Bar Association of my LRIS referrals reveals that fees were collected from a referred client, and the 15% referral fee was not paid, that the referral and forwarding fee on those unpaid funds **shall be increased to 30%** to cover administrative fees in performing the audit and collecting the non-payment.

I understand that my **failure to accept a reasonable number of referred clients** may result in my being terminated from the LRIS panel(s).

I understand that my **failure to timely report accepted clients** will result in my being terminated from the LRIS panel(s).

I understand that my **failure to timely pay forwarding fees** to the LRIS will result in my being terminated from the LRIS panel(s).

I understand and agree that in the event I withdraw from a LRIS panel, or change firm affiliation, I **remain responsible** to file reports on all cases referred to me by LRIS, and timely pay all forwarding fees due on LRIS referrals until all such cases are completed.

I understand that an intentional or careless violation of my obligation to pay agreed forwarding fees may result in my being **reported to the California State Bar**.

I agree that I am required to notify LRIS **within five days of the following events:**

Change of address

Change of firm affiliation

Withdrawal from LRIS

Suspension or withdrawal from active status with the California State Bar.

I understand that if I engage in **rude, belligerent, or abusive behavior** toward any LRIS or San Diego County Bar Association staff, or a referred client, I may be terminated from any and/or all LRIS panels.

I understand that any violation of this contract may, at the option of the LRIS panel or its chair, result in **permanent removal** from LRIS in addition to any other remedies available to LRIS.

I have read the LRIS' **Rules of Operation** and the **Rules of the State Bar for Lawyer Referral Services** and agree to abide by them.

I agree to return all reports requiring responses sent to me by the LRIS **within 30 days**. I understand that failure to return reports in a timely manner may result in suspension or termination of Panel participation and referrals, and/or the filing of a report of misconduct to the California State Bar.

I understand that my LRIS membership is conditioned upon carrying malpractice insurance always. I am covered by a policy of malpractice insurance and understand that I must supply LRIS with proof of such insurance. I agree to notify LRIS within five days if my insurance is canceled. I understand that I will be automatically suspended from receiving referrals if I do not provide, within 30 days' notice of expiration, proof of renewal of insurance.

In the event for any reason I am suspended from participating for a period of three (3) months or more, I agree to pay a **\$150 reinstatement fee** to LRIS if I am invited to renew receiving referrals from LRIS. I agree that any unpaid forwarding fees shall bear **interest at the rate of 1-1/2% per month**.

AUTHORIZATION TO SIGN:

Please complete one of the followings:

1. I am authorized to bind my law firm, _____, to the terms of this membership agreement (e.g., I am a shareholder or partner with the firm). I agree that my law firm is bound by all terms of this membership agreement, including all reporting and remittance obligations.

Date: _____

(print name)

2. I am employed by the following law firm: _____. The undersigned is authorized to bind the firm to the terms of this membership agreement (e.g., he or she is a shareholder or partner with the firm) and has agreed that the firm is bound by all terms of this membership agreement, including all reporting and remittance obligations.

Date: _____

(print name)

3. I am a solo partitioning attorney. I agree to be bound by all terms of this membership agreement, including all reporting and remittance obligations.

Date: _____

(print name)

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing AUTHORIZATION TO SIGN is true and correct.

Dated: _____

(print name)