

Lawyer Referral
Information Service



Nassau County Bar Association

RULES FOR PANEL MEMBERSHIP



Nassau County Bar Association
Lawyer Referral Information Service
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About the Lawyer Referral Information Service

The Lawyer Referral Information Service (the "Service") is sponsored by The Nassau County Bar Association (the "Association").

The Service is operated as a public service and exists for the benefit of the public and the members of the Association. The Service assists individuals in need of legal services or advice, by helping them determine whether they require the services of a lawyer in private practice and, if so, referring them to attorneys who have been screened and selected by the Service and who agree to abide by its rules. When appropriate, the Service refers individuals to other programs or agencies. The goals of the Service, including its staff and the attorneys who are Panel Members, are to provide information and referrals to lawyers or other resources to provide competent, ethical legal advice and representation, to educate the public about legal representation, and to increase respect for the legal profession.

In consideration of being listed as a Member of one or more Panels of the Service, each Panel Member shall be bound by the rules of the Service, as are in effect from time to time.

Panel Application Process

"Panel" means the group of attorneys listed by the Service as being eligible to receive referrals of legal matters in any of the Panel Categories or Sub-Categories established by the Service.

"Panel Member" or "Member" means any attorney listed by the Service from time to time as eligible to receive referrals of legal matters in any of the Panel Categories or Sub-Categories. "Panel Membership" or "Membership" means the status of an attorney as a Panel Member.

Membership on any Panel is open to attorneys who are in good standing before the Bar of the State of New York, have an office in New York State, practice law in Nassau County, are members of the Association, have been practicing law for more than two years, meet the Service's requirements for Panel Membership, and agree to be bound by rules of the Service as are in effect from time to time. The requirement of two years of practice may be waived by the Service.

An attorney who desires to be listed as a Panel Member shall submit an application to the Service in the form established by the Service.

The Service shall review the suitability for Panel Membership of each Panel Member or applicant for Panel Membership and may, if a lawyer's application for Panel Membership is deemed inadequate or deficient, deny such application without

an interview. If the application is denied, the applicant shall be so informed in writing.

Each applicant for Panel Membership, including any Panel Member who desires to renew his or her Panel Membership or to be listed as a Member of a new Panel, may be required to submit to a personal interview.

The Service has the absolute discretion, right and power to grant or deny any applicant's or Panel Member's application for Membership on any Panel, to renew or not renew any Panel Member's application for renewal of Membership on any Panel, to limit the participation of any Panel Member on any Panel, or to remove any Panel Member from any Panel. No finding of professional misconduct or other wrongdoing is necessary or is to be implied from any action by the Service which results in the suspension of referrals or removal from or non-renewal of Panel Membership.

Each Panel Member acknowledges that there is no assurance fee-generating referrals will result from Membership on any panel.

Panel Membership Requirements and Obligations

1. Professional Liability Insurance Requirements

Each Panel Member shall keep in force and effect a professional liability insurance policy.

Each Panel Member shall submit to the Service a copy of the declarations page of his or her professional liability insurance policy or other evidence satisfactory to the Service that such coverage is in force and effect. Prior to the expiration date of such policy, each Panel Member shall notify the Service of the renewal of his or her professional liability coverage, accompanied by a copy of the declarations page of the renewal policy or other evidence satisfactory to the Service that such coverage has been renewed. Each Panel Member shall promptly notify the Service if his or her professional liability insurance coverage is terminated.

Any Panel Member who does not keep professional liability insurance coverage in force and effect or who does not have on file with the Service a copy of the declarations page of his or her professional liability policy (or other evidence satisfactory to the Service) evidencing that such coverage is then in force and effect may be suspended from receiving referrals.

2. Panel Member Advertising

Panel Members shall not participate in, or allow, any advertising or other promotional activity that refers to the Panel Member's Membership in the Service or any particular Panels.

3. Registration Fees

Each Panel Member shall pay an annual registration fee of \$250. In addition, the Service charges additional registration fees for inclusion on particular panels.

4. Duration of Panel Membership

Each Panel Member's listing shall be effective for 12 months, from January 1st to December 31st, unless otherwise terminated in accordance with these rules.

5. Response Time to Referred Clients

Each Panel Member must respond to referrals within two days of the initial call from a new referral made by the Service. Each Panel Member must inform the Service if he or she will be unable to return phone calls from new referral clients for a period of three or more business days. During such period, no new referrals shall be made.

6. Consultation Fee

Each client referred by the Service and interviewed by a Panel Member may charge an initial consultation fee not to exceed \$50.00 for one-half hour except that the Panel Member may not charge a consultation fee for the following types of matters: (a) tort cases handled on a straight contingency fee basis; (b) social security cases (SSD and/or SSI); and (c) workers compensation matters. For all other matters, the Panel Member may waive the consultation fee in his or her discretion.

Compensation for any additional time or services beyond the initial one-half hour consultation are to be agreed upon between the Panel Member and the client, except when an attorney has agreed to accept a referral as part of the Deferred/Reduced Fee Matrimonial Panel. In this instance, the attorney may not charge a fee greater than the fee allowed by the Deferred/Reduced Fee Matrimonial Panel. (see paragraph 8)

7. Written Retainer Agreement Requirement

It is recommended that written fee agreements be used for all matters in which a Panel Member is retained by a referral. In areas of practice where specific rules govern retainer agreements, participating attorneys shall comply with such rules.

The Panel Member shall enter into a written fee agreement before rendering substantial services in a matter that may involve a fee in excess of \$1,000. To the degree practical, the agreement shall outline the work to be performed and the basis of the fee and be signed by the client.

8. Deferred/Reduced Matrimonial Panel

Upon a Deferred/Reduced Matrimonial Panel referral from the Service, the attorney shall set up a consultation with the prospective client, and the prospective client must provide an executed Data Sheet and a Financial Disclosure Affidavit form at the time of the consultation as proof of eligibility for this program. If, upon review of the Data Sheet and the Financial Disclosure Affidavit, the attorney determines that the client is not eligible, the client must be referred back to the Service for a referral to the full fee Matrimonial Panel. If requested by the prospective client, the Service may refer said prospective client back to the attorney to handle for a full fee.

If, after determining eligibility, the attorney agrees to enter into a written Retainer Agreement with the prospective client, the attorney must use the Deferred/Reduced Matrimonial Panel "Retainer Agreement Attachment" provided by the Service, attach it to his/her own retainer agreement, and charge a retainer not to exceed \$1,500.00. The attorney should keep a copy of the executed Data Sheet and Financial Disclosure Affidavit as part of his/her file. Thereafter, the client shall be charged at a rate of \$150.00 per hour for all legal services. In the event assets or income are found to be included in the marital estate during the course of the representation which would indicate that the client is not eligible for representation under this paragraph, then the client may execute an amended retainer which would entitle the attorney to receive his/her usual and customary hourly fees. In the event the client does not agree to execute an amended agreement, then the attorney shall have the right to make an immediate application to the court to be relieved as counsel.

9. Payment of Fees from Referred Clients

In case of any matter referred by the Service on and after January 1, 2013, and any transaction, proceeding or action directly related to the matter referred, where the aggregate fee received by the Panel Member is \$1,000 or more, the Panel Member shall pay to the Service an additional referral fee equal to ten (10%) percentage of the aggregate fee received by the Panel Member. However, the first \$1000 received by the Panel Member shall be exempt for the purposes of computing the referral fee. For example, if the aggregate fee received total \$1500, the referral fee due to the Service is \$50.

No referral fee shall be due on any matrimonial matter where the attorney has agreed to accept the referral as part of the Deferred/Reduced Fee Matrimonial Panel.

Each Panel Member shall promptly (but in any event within 30 days after receipt by the Panel Member of any portion of his or her fee) report and pay to the Service any additional referral fee payable to the Service.

For purposes of computing the amount owed to the Service, in the case of a Panel Member who is associated with a firm or other group, the fee received by the Panel Member shall be deemed the gross amount received by the firm or group.

Each Panel Member agrees not to charge any additional fees or to increase his or her fee for the purpose of compensating for the amount due the Service under the percentage formula outlined above.

Each Panel Member shall keep detailed business records with respect to all matters referred to the Panel member by the Service, including referral notices, contact reports, retainer agreements and billing and payment records. If the Panel Member is required by any law or rule to list his or her referral source, the Panel Member must list the Association.

In any matter where the amount owed to the Service is in dispute, the amount not in dispute shall be paid to the Service in accordance with the Rules and the amount in dispute shall be held in the Panel Member's trust or escrow account until the dispute is resolved.

10. Payment of Fees Due to the Service

All fees in excess of \$500 owed to the Service that have not been paid after 90 days from the date such fees were due to be paid to the Service shall bear interest from such due date at the rate of 9% per annum.

If a payment is made to the Service that is less than the amount that is owed under the Rules, such amount may be deposited without reducing the amount that is owed; and the words "Payment in Full" or similar words shall not extinguish or reduce the debt, unless memorialized in a separate agreement signed by an authorized representative of the Service.

11. Fee Disputes Between Panel Member and the Service

Each Panel Member agrees that any fee dispute between the Panel Member and the Service shall be submitted to a mutually agreeable arbitrator or mediator. If the Panel Member and the Service are unable to agree upon an arbitrator or mediator for said dispute, the dispute shall be submitted to an independent arbitration company.

Each Panel Member shall promptly (but in any event within 30 days) complete and return, with any payment due, each referral statement, billing statement, case-status report or other form from the Service.

12. Review and Audit

Each Panel Member shall make available for review or audit, upon request of the Service, all retainer agreements, billing and payment records, or copies thereof, as so

requested by the Service, related to the Service or any matters or clients referred to the Panel Member by the Service. The Panel Member shall notify the Service if a fee dispute arises between the Panel Member and the client for any matter that the Service referred to the Panel Member. Any review or audit by the Service shall not seek attorney-client privileged material. The Service shall only request, and the Panel Member shall provide, retainer agreements, billing records or payment records, which can be redacted, if necessary, to preserve confidentiality.

13. Responsibility for Matters Referred to Panel Members

Each Panel Member who is retained to handle a matter referred to such Member by the Service shall maintain responsibility for and control of such matter. However, the foregoing shall not prevent a Panel Member who is associated with a firm or group from having aspects of the matter handled by another attorney in the firm or group under the Panel Member's supervision, provided that the Panel Member retains responsibility and control.

1. A Panel Member who is not retained on or does not accept a matter referred by the Service shall not refer the matter to another attorney or recommend another attorney to the client, but shall refer the client back to the Service for another referral and will notify the Service of the action taken.

2. If a Panel Member makes a referral and receives any fee with respect to the matter referred by such Panel Member, the referring Panel Member shall be responsible to pay the fee to the Service that would otherwise be due under these Rules. If a Panel Member makes a referral and the attorney to whom the matter is referred is a Panel Member, such attorney shall be responsible to pay the fee to the Service that would otherwise be due under these Rules.

14. Client Complaints About Panel Members

Any complaint or inquiry made by a person to the Service or any member thereof, shall be deemed to be a privileged communication as if contained in a pleading filed in a court of the State of New York.

15. Suspension, Withdrawal, Removal and/or Other Action Affecting Panel Members

1. Panel Membership may be summarily suspended or terminated by the Service as a result of a Panel Member's failure to comply with any of the Service's Rules.

2. A Panel Member who is suspended from the Bar shall automatically be suspended from receiving referrals. A Panel Member who is disbarred shall automatically be terminated from Membership. Panel Membership may be suspended or terminated by the Service if the Panel Member:

- A. Violates the Code of Professional Responsibility, or Rules of the Appellate Division, First and Second Departments;
- B. Is convicted of any misdemeanor or felony in any jurisdiction;
- C. Fails to comply with any of the Rules including, but not limited to the following:
 - 1. charging consultation fees to Service clients in excess of those allowed by the Rules;
 - 2. failing to comply with the Rules regarding the resolution of fee disputes or to comply with the Rules regarding review and audit of business records; and
 - 3. failing to maintain professional liability insurance in accordance with the Rules.
- D. Engages in conduct harmful or injurious to the goals, reputation or interests of the Service, including:
 - 1. giving clients the impression that persons referred by the Service are entitled to less consideration than other clients;
 - 2. excessive refusal to meet with clients referred by the Service
 - 3. failing to inform the Service when the panel member will be unable to accept or return phone calls from new referral clients;
 - 4. rudeness to clients or to Service staff;
 - 5. repeated fee disputes with clients; and
 - 6. impeding the Service's investigation of a client complaint, including but not limited to: threatening to sue a referred client or take other aggressive action against the client to prevent the client from informing the Service of a complaint; and offering the client an inducement to withdraw a complaint.

3. The Service may review: [1] each complaint concerning the professional conduct of Panel Members in connection with any referral and [2] any other report or notification relating to a Panel Member's fitness to receive referrals from the Service. The Service shall make whatever investigation it deems to be reasonable concerning the complaint and its resolution where appropriate. The Service may determine, in its sole

discretion, that a complaint or other notification warrants immediate suspension of referrals or removal from the Service.

4. Upon resignation, withdrawal or removal from the Service, a Panel member is required to notify all referral clients of the Panel Member's disassociation from the Service within sixty (60) days of said separation from the Service. The Service reserves the right to make such notification to referral clients upon failure of a Panel Member to do so in a timely fashion.

5. Any Panel Member who withdraws or is removed from panel membership shall remain bound by the terms of these rules with respect to all clients referred to them by the Lawyer Referral Service.

All panel members shall give notice to the Service within thirty (30) days if he or she has been cautioned, admonished, reprimanded, or disciplined by any disciplinary or grievance committee, agency or court; whether he or she is currently under investigation concerning any allegation or professional misconduct or wrongdoing; and whether he or she is a defendant in any lawsuit filed by a client or former client other than as previously explained in their Application for Panel Membership or a prior Application for Renewal of Panel Membership.