



Lawyer Referral Service

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Grass Valley, CA 95945
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www.NorCallLawyer.org

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Suite 214
Grass Valley, CA 95945
(530) 272-5962
(530) 272-5929 FAX

PARTICIPATING ATTORNEY APPLICATION & AGREEMENT

Name: _____

Firm Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____ Web Address: _____

I am a member of the firm; associated with the firm; engaged in solo practice.

State Bar Number: _____ **Date Admitted:** _____

Have you been disciplined, or are there any investigations now pending, by any bar of which you are a member? Yes No If your answer is "Yes," please provide a written explanation.

I am certified by the California Board of Legal Specialization as a specialist in _____.

I am admitted to practice in the United States Federal District Court(s) for the District(s) of _____ (Attach additional sheets if necessary):

Federal District Court: _____ Date Admitted: _____

My normal business office hours are: _____.

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Donations are tax deductible.

PANELS

I hereby apply to be a Participating Attorney on the following panel(s) of the Lawyer Referral Service (hereafter “LRS”), and I request referrals for matters in the following area(s):
(please check all categories of interest to you):

Panel Practice Area	LRS Fee Panel	Pro Bono Panel
Bankruptcy	<input type="checkbox"/>	<input type="checkbox"/>
Business & Contract Law	<input type="checkbox"/>	<input type="checkbox"/>
Conservatorships & Guardianships	<input type="checkbox"/>	<input type="checkbox"/>
Criminal Law	<input type="checkbox"/>	<input type="checkbox"/>
Estate Planning, Probate, & Elder Law	<input type="checkbox"/>	<input type="checkbox"/>
Family Law & Domestic Violence	<input type="checkbox"/>	<input type="checkbox"/>
General Civil Litigation	<input type="checkbox"/>	<input type="checkbox"/>
Immigration	<input type="checkbox"/>	<input type="checkbox"/>
Labor & Employment Law	<input type="checkbox"/>	<input type="checkbox"/>
Landlord & Tenant	<input type="checkbox"/>	<input type="checkbox"/>
Personal Injury	<input type="checkbox"/>	<input type="checkbox"/>
Real Estate	<input type="checkbox"/>	<input type="checkbox"/>
Social Security	<input type="checkbox"/>	<input type="checkbox"/>

MEMBERSHIP FEE:

I understand that my annual LRS membership fee of \$100 authorizes me to apply for three (3) panels, plus Family Law (if qualified), and that I may apply for additional panels by paying to NCLA the sum of \$25 per panel.

With this application, I enclose \$ _____ for membership on _____ panels.

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PRO BONO PANEL

I understand that I will not charge clients for services if I accept a case under the pro bono panel. I understand that I will be informed if a client is being referred to me as part of the pro bono program or the fee panel, and that the pro bono clients are pre-screened to be eligible for this program by LRS staff persons.

I expect to contribute the following hours to LRS Pro Bono referral clients this year.

___ HRS. PER MONTH and/or ___ REFERRALS PER YEAR



AGREEMENT OF PARTICIPATING ATTORNEY

I hereby agree and certify as follows:

1. I _____ am a member in good standing of the State Bar of California, and I am now actively engaged in the practice of law, primarily in _____ County, California.
2. I have read the Rules of Operation contained in the NCLA Attorney Handbook (a copy of which is available at www.norcallawyer.org/), including the Minimum Standards for a Lawyer Referral Service in California effective January 1, 1997 and Business and Professions Code §6155, and I agree to abide by these Standards and rules as adopted by LRS, and as may be amended from time to time. I certify that I will abide by all rules promulgated by LRS, as they exist at the time of application and as they may be amended from time to time thereafter.
3. I agree to personally conduct the initial consultation with each referred client for a minimum of one-half hour without other charge, and to establish in advance with the client any additional compensation, if sought, for further services beyond the initial consultation.
4. I agree to report monthly the status of open cases to LRS or which were referred to me by LRS; to remit any forwarding fees due to LRS in the amount of 10% of fees received in excess of \$300.00 within thirty (30) days of receipt of funds

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from the referred client; and to provide LRS a copy of my accounting to any referred client, if requested by LRS. I further agree that I will keep accurate records of all cases sent from the LRS to me and promptly respond to inquiries by the LRS office, written or oral, regarding any referrals sent to me. I agree that I will promptly remit all consultation fees and percentage fees to the LRS. I understand that failure to remit fees to LRS may result, at the option of LRS, in legal action or alternative dispute resolution, as set forth below. I acknowledge that this is a contractual agreement that can be enforced by any legal means available.

5. I hereby acknowledge that California ethics rules require a written fee agreement with my client that includes informed client consent to the fee-splitting arrangement with LRS (a sample consent form is available on our website: www.norcallawyer.org/). If co-counsel is engaged, the co-counsel attorney will abide by the percentage fee arrangement, or I will be responsible for the entire fee generated in the engagement. I understand that the brokering of clients or cases referred by the LRS to me is not permitted under any circumstances (i.e.: re-referring to another attorney).

6. If I am unable to assist a referred client with a particular matter, I will promptly inform LRS and refer the client back to LRS for an appropriate referral to another LRS attorney. Only in the event that LRS informs me that it is unable to refer the client to a qualified panel attorney may I refer the client a non-LRS attorney. After completion of the initial client matter for which the LRS referral was obtained, I am permitted to: A) assist the client with new and unrelated matters without paying forwarding fees to LRS; and/or B) refer the client to another attorney not associated with LRS for new and unrelated matters..

7. I agree to notify LRS within 10 days of any of the following: A) The imposition of discipline or the opening of any investigation of me by the State Bar of California or any bar of which I am a current or former member. B) The filing of an accusatory pleading charging me with any felony or with a misdemeanor involving moral turpitude. C) The filing of any order by a judicial officer imposing sanctions against me exceeding \$500 or adjudging me guilty of contempt. I hereby authorize the State Bar of California and any bar of which I am a current or former member to release information to LRS about pending or past disciplinary investigations or discipline.

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8. I agree to submit any dispute concerning fees owed LRS, and any dispute with a client referred by LRS concerning fees, to binding arbitration by a Fee Arbitration Committee established pursuant to California Business and Professions Code § 6200, et. seq., in the county listed in paragraph 1, above. Although local fee arbitration committees were not established to resolve disputes between an attorney and a lawyer referral service, I acknowledge that submitting such disputes to such a committee will provide both me and LRS with a fast, economical and private way to resolve our disputes and I waive any objection to the jurisdiction of such a committee to process such disputes.

9. I agree to waive any and all claims against Northern California Lawyer Access, Inc., its officers, directors, agents, and employees, for any and all liability or loss arising out of the operation of the LRS program or the referral of clients pursuant to this Agreement.

10. I agree to indemnify and hold harmless Northern California Lawyer Access, Inc., its officers, directors, agents, and employees, from any and all claims, demands, actions, liabilities, expenses, or losses arising out of or related to my representation of clients referred pursuant to this Agreement. Nothing herein shall abrogate, modify, or waive any of the terms and conditions of the insurance policies of LRS or the applicant whose signature appears below, if any.

11. Regarding Errors and Omissions Professional Liability Insurance:
Please check one:

I have a current policy of Errors and Omissions Professional Liability Insurance in a minimum amount of \$100,000 for each occurrence and \$300,000 aggregate per year which covers me and/or my firm. I am enclosing a copy of the declaration page, certificate of insurance, or cover sheet for such insurance with this application and agreement, and I agree to provide Northern California Lawyer Access, Inc. a copy of same upon each renewal of such policy. I agree to inform Northern California Lawyer Access, Inc. immediately upon termination or cancellation of such policy, and in any event no later than fourteen (14) days from the date of such termination or cancellation of such policy.

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I do not have Errors and Omissions Professional Liability Insurance. I will rely on NCLA's Errors and Omissions Professional Liability Insurance, and I understand that such insurance will only cover claims made by clients referred to me by Northern California Lawyer Access, Inc. I expressly understand and agree that such insurance will not cover any claims made by my clients that were not referred to me by Northern California Lawyer Access, Inc.

I declare under penalty of perjury, pursuant to the laws of the State of California, that the foregoing is true and correct.

Executed on _____, at _____, California.

Signature of Attorney