

SAN GABRIEL VALLEY LAWYER REFERRAL SERVICE
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MEMBERSHIP APPLICATION
PLEASE TYPE OR PRINT LEGIBLY

I hereby apply for membership in the San Gabriel Valley Lawyer Referral Service (hereinafter called the "Service"). I certify that I am an attorney in good standing with the State Bar of California and maintain my principal office within the area served by one of the sponsoring bar associations listed below or contiguous thereto. I am engaged in the practice of law on a full-time basis and not generally practicing in a residence or other private dwelling. I have not been removed from a lawyer referral service within the past two years.

Indicate which bar association you belong to:

- Eastern Bar Association of L.A. County (Annual dues \$100.00)
- Pasadena Bar Association (Annual dues \$150.00) You must also complete and submit a membership application, which can be found on the Pasadena Bar Association's website (www.pasadenabar.org).
- San Gabriel Valley Bar Association (Annual dues \$250.00, which includes the monthly meeting luncheon)

If you do not belong to one of the above bar associations, please indicate which one you would like to join and enclose your check for \$_____ to cover the annual dues for the bar association. (Make the check payable to the bar association.) If you do not wish to join one of the sponsoring bar associations, the application fee for the Lawyer Referral Service will be \$200.00. This fee is non-refundable, and is strictly an application fee and does not cover the fees for Subject Matter Panels.

Name _____ State Bar No. _____

Law Firm _____

Business Address _____

County _____ Email _____

Office Phone _____ Mobile Phone _____ Fax _____

1. I was admitted to practice in (state) _____ in (year) _____

and have been engaged in active practice in California since (month/year) _____

2. I have been at the above address since _____

3. I speak the following languages _____

4. I am interested in joining the following Subject Matter Panels (see page 3 of the Rules and Regulations):

5. I am enclosing a copy of the declaration page of my professional liability policy with minimum limits of \$100,000 each occurrence, \$300,000 aggregate per year. (**NOTE:** If you do not have professional liability insurance, Lawyers' Mutual Insurance Company offers a policy that will cover only clients referred to you by the Service.) If you have any questions or would like an application for Lawyers' Mutual Insurance, please call 626-966-5530.

Attorney's Signature

Date

Print Name

Your application will be submitted for approval to the Board of Directors. Following Board approval, you will be mailed registration forms and rules of the Service. All forms must be signed and returned to this office with your check covering membership for the first year.

<u>For Board of Directors Use Only:</u>			
Application:	Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Date _____

Agreement and Certification

In consideration of the services and referrals to be provided by the San Gabriel Valley Lawyer Referral Service (hereinafter called the Service), a California nonprofit corporation which was jointly created and is maintained by the sponsoring Bar Associations (namely the San Gabriel Valley, Pasadena, and Eastern Bar Associations), the undersigned agrees and certifies:

1. I am a member in good standing of the California State Bar (hereinafter called "State Bar"), and I have not been removed from a lawyer referral service within the past two years. My principal office, where the majority of my law practice is conducted, is located within the service area of the Service (namely the East District and the Northeast District of the Los Angeles County Superior Court), or contiguous thereto.
2. I am not currently the subject of State Bar disciplinary proceedings nor are there currently any criminal charges pending against me, or if I am the subject to such proceedings or charges, I have attached to this declaration a complete explanation. (If you have been the subject of disciplinary proceedings closed in a manner adverse to you, pursuant to Civil Code Section 43.95, subpart (2), the Service has an obligation to disclose those disciplinary problems to potential referrals.)
3. I have never been the subject of State Bar disciplinary proceedings closed in a manner adverse to me, including matters closed by private reprisal, nor have I been convicted of a criminal offense; or if I have been the subject of such proceedings or so convicted, I have attached to this declaration a complete explanation.
4. I am not currently being sued on a malpractice claim, nor a claim of any other professional malfeasance, and I have not been the subject of any judgment or settlement arising from any such claim.
5. I certify that I have a policy of professional liability insurance in force, in an amount not less than \$100,000 for each occurrence and \$300,000 aggregate per year. A copy of the Declaration page of my policy is attached.
6. I am engaged in the practice of law on a full-time basis and my principal office, where I meet clients, is not located in a residence, unless otherwise approved by the Board of Directors of the Service.
7. I shall abide by all rules and regulations of the Service now in force and as they are amended from time-to-time by the Board of Directors of the Service.
8. I have sufficient experience and knowledge in the areas of law which pertain to the panels which I have chosen so that I can undertake representation of clients referred to me by the Service. In each case I shall also assure that I have sufficient time, resources and ability to competently represent such clients.
9. I shall pay to the Service such fees for membership as shall be established from time-to-time by the Board of Directors of the Service.
10. I can amend my registration or withdraw from any or all Subject Matter Panels at any time upon five days written notice to the Service.
11. My failure to give a full accounting on all referred cases at periodic intervals as prescribed by the Board of Directors shall result in my suspension and or removal from participation in the Service and its Subject Matter Panels.

12. I shall enter into written fee agreements with all clients referred to me by the Service for any additional services beyond the half-hour initial conference and which exceed \$1,000. The written fee agreement shall include a Fee Addendum provided by the Service, a copy of which is attached.
13. If I associate counsel in a case referred by the Service, the client, associated counsel and I shall sign an Association of Counsel Addendum provided by the Service, a copy of which is attached, as well as an attorney-client fee agreement, copies of which shall be sent to the Service by mail or facsimile immediately.
14. In all contingent fee matters (where my compensation is contingent upon a recovery), the total fees will in no event exceed fifty percent (50%) of the total or gross recovery, and the total fee charged by me shall not exceed the cost which would normally be charged for the services rendered if the Service were not involved.
15. Fifteen percent (15%) of the total fee received by me and/or associated counsel on all cases or matters referred by the Service (exclusive of the first \$50.00) will be paid promptly to the Service. The portion of the fees to be paid to the Service shall be held in trust until paid.
16. If any dispute over fees should arise between me (or associated counsel) and a client referred by the Service, and the client so requests, such dispute will be submitted to arbitration. Prior to filing an action against a client for recovery, or prior to making an assignment for collection of fees, I agree to give at least thirty (30) days written notice of such intention to the client, and I shall advise the client of his/her right to submit the matter to arbitration pursuant to the Rules of the Service. If a timely request for arbitration is made, I agree to stay any action or assignment until the arbitration is completed.
17. Information concerning my participation in the Service may be furnished by the Service to others, including the State Bar of California, as needed, and I shall not hold the Service or the sponsoring Bar Associations or an officer, trustee, member or employee thereof liable in connection with the use of such information, or in connection with the operation of the Service.

I declare under penalty of perjury, pursuant to the laws of the State of California, that the information contained herein is true and correct to the best of my knowledge.

Executed on _____, at _____, California.

Print Name

Attorney's Signature

Option to Serve on Arbitration Panel

The San Gabriel Valley Lawyer Referral Service has been authorized by the State Bar of California to conduct fee dispute hearings between clients and attorneys. Members are urged to serve as arbitrators for the hearings which are mandated by State Law.

() I will serve on the Arbitration Panel

() I will not serve on the Arbitration Panel

Date

Attorney's Signature

Print Name

ADDENDUM TO ATTORNEY-CLIENT FEE AGREEMENTS IN CONNECTION WITH CASES
REFERRED FROM THE SAN GABRIEL VALLEY LAWYER REFERRAL SERVICE

The following is further agreed and acknowledged by the Attorney and the Client:

1. The matter which is the subject of the Fee Agreement between the Attorney and the Client has been referred to the Attorney by the San Gabriel Valley Lawyer Referral Service (the Service), and the Service has an interest in any recovery received by the Client, as well as the fee paid by the Client to the Attorney because the Attorney has an obligation to pay a referral fee to the Service. The Attorney also has a duty to supply information concerning the matter to the Service (including, without limitation, periodic reports on the status of the case as it proceeds through litigation, the costs and fees paid and the terms of the judgment/verdict/settlement which results).
2. The Client hereby expressly and knowingly consents to the Attorney's provision of information about the case or matter to the Service and to the right of the Service to obtain such information. The Client agrees to cooperate with the Attorney in providing such information to the Service.
3. If the Attorney seeks the assistance of another attorney, and if that attorney is associated as counsel for the Client in the case or matter, the Attorney shall first obtain the informed consent of the Client to such association of counsel and to the terms between the attorneys. The Attorney shall promptly inform the Service in writing of any such association of counsel. Any associated attorney shall acknowledge in writing that he/she has reviewed the Rules and Regulations of the Service, including those concerning fees and fee agreements, and that he/she agrees to be bound by those Rules and Regulations.
4. In all contingent fee matters (where the compensation is contingent upon a recovery), the total fees will in no event exceed fifty percent (50%) of the total or gross recovery, and the total fee charged by the attorney shall not exceed the cost which would normally be charged for the services rendered if the Service were not involved.

Date: _____

Print Name

Attorney Signature

Print Name

Client Signature

Print Name

Client Signature

ADDENDUM REGARDING ASSOCIATION OF ADDITIONAL LEGAL COUNSEL IN CONNECTION WITH CASES REFERRED FROM THE SAN GABRIEL VALLEY LAWYER REFERRAL SERVICE

The following is agreed and acknowledged by and between the Attorney, the Associate Counsel and the Client:

1. The matter which is the subject of the fee agreement between the Attorney and the Client has been referred to the Attorney by the San Gabriel Valley Lawyer Referral Service (the Service), and the Associated Counsel acknowledges that he/she is aware of that and has reviewed the Rules and Regulations of the Service and understands them, and agrees to be bound by them. The Attorney shall inform the Service of the association of counsel within five (5) working days of the execution of this Addendum.
2. As between the Client and the Associated Counsel, the Client acknowledges that he/she has consented to the participation by the Associated Counsel in the matter or case which is being handled by the Attorney for the Client.
3. The Associated Counsel specifically acknowledges that he/she has read the Rules of the Service concerning the payment of fees by the Client and the payment of referral fees to the Service and agrees to be bound by them.

Date: _____

Print Name and State Bar Number

Attorney Signature

Print Name

Client Signature

Print Name

Client Signature

Print Associated Counsel Name and State Bar Number

Associated Counsel Signature