

ALLEN COUNTY INDIANA BAR ASSOCIATION

LAWYER REFERRAL SERVICE RULES FOR PANEL MEMBERSHIP

PART I: INTRODUCTION

1. The Lawyer Referral Service (“Service”) is sponsored by the Allen County Indiana Bar Association, Inc. (“Association”) under the authority of the Association’s Board of Directors (“Board”).
2. The Service is operated as a public service and exists primarily for the benefit of the public.
3. 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 in effect from time to time.

PART II: PANEL MEMBERSHIP

1. “Panel” means the group of attorneys listed by the Service from time to time as being eligible to receive referrals of legal matters in any of the Panel Categories or Sub-Categories established by the Service from time to time.
2. “Panel Member” or “Member” means any attorney listed by the Service from time to time as being eligible to receive referrals of legal matters in any of the Panel Categories or Sub- Categories established by the Service from time to time. “Panel Membership” or “Membership” means the status of an attorney as a Panel Member.
3. Membership on any Panel is open to attorneys who are admitted to practice and in good standing before the Bar of the State of Indiana, who actively practice law in Allen County, Indiana, maintain or have access to an office suitable to receive clients during normal business hours in Allen County, Indiana, who are members in good standing of the Allen County Bar Association, who meet the Service’s requirements for Panel Membership, and who shall be bound by the rules of the Service as in effect from time to time.
4. An attorney who desires to be listed as a Panel Member shall make an application to the Service in such form as shall be established from time to time by the Board.
5. Panel Membership expires at the end of the Association’s fiscal year (September 30) and may be renewed from year to year. Each Panel Member who desires to have his or her Panel Membership renewed shall make an application to the Service for such renewal in such form as shall be established from time to time by the Board.
6. The Board has the right and power to review the suitability for Panel Membership of each Panel Member or applicant for Panel Membership. The Lawyer Referral Service Committee may refer current or prospective Panel Members to the Board for review.
7. The Board 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 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 to be implied by the taking of any action that results in the suspension of referrals or removal from or non-renewal of Panel Membership.
8. Each Panel Member understands that there is no assurance that fee-generating referrals will result from Membership on any panel.

PART III: RULES FOR PANEL MEMBERS

1. Each Panel Member shall actively engage in the practice of law in Allen County, Indiana and maintain or have access to an office in Allen County, Indiana suitable to receiving clients during normal business hours.
2. Each Panel Member shall keep in force and effect a professional liability insurance policy in the minimum amount of \$100,000 per occurrence or such higher amount as shall be specified from time to time by the Board. 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 he or she has such coverage 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 or decreased. Any Panel Member who does not keep the minimum 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 will be suspended from receiving referrals.

3. Each Panel Member shall pay an annual listing fee of \$75 for no more than 5 categories - each additional panel is \$15. There is an additional listing fee of \$50 for the Criminal Defense Modest Means Panel.
4. Each client referred by the Service shall be charged a referral fee of \$40, unless such fee is prohibited by law or waived by the Service. The initial referral fee shall be collected by the ACBA LRS office in advance of the referral.
5. Compensation for any additional time or service beyond the initial one-half hour consultation must be agreed to between the Panel Member and the client before the client is charged any fee beyond the initial \$40. Any additional services to be performed for or additional fees to be charged to the client must be clearly discussed and understood between the Panel Member and the client. A written fee agreement, outlining the work to be performed and the basis of the fee, shall be signed by the client before the client is charged any fees beyond the initial \$40. The failure to have a written fee agreement shall be an absolute defense to the client to any action by the Panel Member for additional compensation for any extension of the initial consultation beyond one-half hour.
6. In the case of any matter referred by the Service on and after June 1, 1997 and any matters directly related thereto where the aggregate fee earned and received by the Panel Member is \$500 or more, the Panel Member shall pay to the Service an administrative fee equal to 10% of the aggregate fee earned and received by the Panel Member in excess of \$500. Each Panel Member shall promptly (but in any event within 30 days after any portion of his or her fee has been earned and received by the Panel Member) 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 Panel Member and the firm or group. The Service shall have the right to enforce collection of any unpaid administrative fees with reasonable collection fees plus attorney fees and court costs.
7. **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. A Panel Member shall not transfer responsibility or control of any matter referred by the Service without the knowledge and permission of the Service, unless required by law, court order or the written direction of the client.** 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.
8. **If a Panel Member transfers responsibility of any matter referred by the Service in any violation of Rule 7, the attorney may be removed from Panel Membership or may have membership restricted in such a manner, as the Board deems appropriate.**
9. **CRIMINAL DEFENSE MODEST MEANS PANEL ONLY:** Upon accepting a Criminal Defense Modest Means client, the attorney agrees to provide up to a one-half hour consultation with the potential client. The initial referral fee shall provide for an initial consultation between the client and the Panel Member of up to one-half hour. Members of the Criminal Defense Modest Means Panel may charge a maximum attorney fee of four hundred dollars (\$400) per case. This maximum fee includes representation of the defendant in all phases of the misdemeanor case, including trial. The defendant in any referred case will be responsible for costs of depositions and any other costs associated with the case. A Panel Member accepting a referral in reference to the Criminal Defense Modest Means panel shall have the responsibility of representing the client in the Misdemeanor Court matter. In the event the attorney does not accept the referral, or is unable to continue representing the client, the attorney shall notify the Allen County Bar Association Lawyer Referral Service, to enable the referral to be sent to another member of the Criminal Defense Modest Means Panel.

These Rules for Panel Membership were duly adopted by the Allen County Indiana Bar Association, Inc. Board of Directors on April 11, 1997 and amended August 14, 2000, March 12, 2001, August 14, 2006, August 10, 2009, August 9, 2010, September 10, 2012, August 12, 2013, and July 21, 2015.

AGREEMENT

I hereby certify to the Lawyer Referral Service ("Service") of the Allen County Bar Association that:

1. I have read and I am familiar with the Rules for Panel Membership.
2. I will comply with the Rules for Panel Membership.
3. I understand the Rules for Panel Membership are expressly incorporated and made a part hereof as though fully set forth herein.
4. I understand I must pay a registration fee for Panel Membership, as established by the Allen County Bar Association.
5. I understand when I accept a client referral from the ACBA I agree to provide up to a one half-hour consultation with the potential client.
6. I agree to pay the Service an administrative fee equal to ten (10) percent of all fees in excess of Five Hundred Dollars (\$500.00) earned and received from any clients referred to me by the Service. Said fees shall be paid upon earning and receiving from the client, but no later than thirty (30) days from the date earned and received. Criminal Defense Modest Means Panel may charge a maximum attorney fee of Four Hundred Dollars (\$400.00 per case. I understand that it is my responsibility to report all fees received to the Service, and to properly respond to all inquiries by the Service, written or oral, regarding referrals or the payment of fees. I understand the failure to file case status reports or pay fees due the service within sixty (60) days will result in suspension from the Service. I understand I will automatically be reinstated upon submission of all reports and fees due to the Service.
7. I understand that if I do not accept employment of a prospective client sent by the Service, I may not refer the caller to another attorney without the prior consent of the Service.
8. I represent that I am competent to practice law in any area that I have requested referrals from the Service. I agree competence includes the following:

Indiana Rules of Professional Conduct Rule 1.1 **Competence:** A lawyer shall provide competent representation to a client. Competent representation requires that legal knowledge, skill, thoroughness and preparation reasonably necessary for representation.
9. I agree to accept all referrals in my categories, unless I am not available at the time required by the client. I also realize that I can be removed from the panel for failure to accept referrals or for other reasons deemed appropriate by the Service.
10. I certify that I am a member of the Allen County Indiana Bar Association, licensed to practice in the State of Indiana and am in good standing, and that I have professional liability insurance coverage of not less than \$100,000 per occurrence. Said insurance will remain in force for the entire period of my membership. I hereby attach to this application a photocopy of the declarations page of my policy. I further agree to provide a new copy of any declarations page of a policy for any renewal period, or upon request.
11. I agree to indemnify and save harmless the Allen County Bar Association and the Lawyer Referral Service from any and all liability, damages, or expenses, including attorney fees, incurred by it as a result of any claim, demand, cost or judgment arising out of my representation of any client referred to me pursuant to my membership in the Service.

12. If I accept employment by a prospective client and deem it necessary and prudent to associate another attorney as co-counsel to assist me in the case, I shall immediately notify the Service of the name and address of said co-counsel and obtain the agreement of said co-counsel to remit the same administrative fees to the Service. I understand that I remain primarily obligated to remit any fees to the Service.
13. I understand that the Service will give the name, address and phone number of one attorney on a rotation basis who has agreed to serve in the area in question, and that the location of the attorney's office will be taken into consideration only when the caller expresses that location as a concern.
14. I understand that violation of the Rules for Panel Membership, misstatement on this Application and Agreement, or any breach of this agreement may result in my removal from the Panel. If I fail to uphold the Rules and Agreement, I will be notified in writing of the violation and Panel membership may be revoked.
15. **I have read this Agreement and I am aware of its contents. I represent that all statements contained herein are true. I agree to abide by this Application and Agreement.**

Date _____ Signature _____