

# **ATTORNEY REFERRAL SERVICE STANDARDS AND RULES OF OPERATION**

**PREPARED BY THE  
ATTORNEY REFERRAL SERVICE  
STANDING COMMITTEE**

**REVISED AND APPROVED BY THE  
BOARD OF TRUSTEES  
OF THE  
SAN FERNANDO VALLEY BAR ASSOCIATION**

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# **ATTORNEY REFERRAL SERVICE STANDARDS AND RULES OF OPERATION**

## **Contents**

Rule 1: Purpose.....	Page 3
Rule 2: Administration.....	Page 3
Rule 3: Establishment of Panels.....	Page 4
Rule 4: Membership Requirements.....	Page 5
Rule 5: Panel Membership/Client Relations.....	Page 8
Rule 6: Membership Application Procedure.....	Page 10
Rule 7: Referral Procedures.....	Page 11
Rule 8: Operating Reports and Fees.....	Page 12
Rule 9: Resignation, Suspension, and Removal.....	Page 12
Rule 10: Disclosure of Disciplinary Action.....	Page 15
Rule 11: Remedies.....	Page 16
Rule 12: Special Qualifications, Experience Panels and Standards for Admission.....	Page 16
Rule 13: Amendments to Rules: Effects Date of Rules.....	Page 16
Rule 14: Special Qualification Panels and Standards of Qualification.....	Page 17
Rule 15: Senior Program.....	Page 21
Rule 16: Modest Means Program .....	Page 22

## **RULE 1: PURPOSE**

- 1.1 The Purpose of the San Fernando Valley Bar Association's Attorney Referral Service (hereinafter called "A.R.S.") is to:
- (A). Acquaint people in need of legal service with the value of consultation with an attorney.
  - (B). Provide general information about lawyers and the availability of legal services that will aid the selection of a lawyer who has the required experience in a particular field of law or ADR practice;
  - (C). Provide legal and general information as well as referrals to consumer, government, and other agencies when such in is the best interests of the individual concerned;
  - (D). Provide referrals to attorneys taking into consideration the type and complexity of the legal problem presented, and a person's financial circumstances, spoken language, and geographical convenience;
  - (E). Provide a public service for the benefit of the public. In addition to providing referrals to private attorneys, A.R.S. shall provide information about reduced fee and pro bono legal services and may establish such additional programs as are necessary and appropriate;
  - (F). Provide service so that no person shall be deprived of the right to be referred to an attorney because of race, religion, country of origin, gender, color, age, or sexual orientation.
- 1.2 Public Service Programs:  
The A.R.S. is operated as a public service. In addition to providing referrals to private attorneys, the A.R.S. shall provide information about reduced fee and pro bono legal services and may establish such additional programs as are necessary and appropriate. For clients seeking reduced fee or pro bono services through the A.R.S., the A.R.S. shall establish financial guidelines setting forth client eligibility requirements.
- 1.3 Subject Matter Panels:  
The Service shall maintain such number and variety of subject matter and specialty panels as are necessary to effectively and efficiently serve Client needs.

## **RULE 2: ADMINISTRATION**

- 2.1 Director and Staff:  
The A.R.S. shall be administered by a Director, who shall:
- (A). Be hired by the Board of Trustee of the San Fernando Valley Bar Association (hereinafter "SFVBA") or designated agents;
  - (B). Be responsible to the Executive Committee or their designee;
  - (C). Submit monthly reports of administrative, operational and financial aspects to the Executive Committee and the Board of Trustees.
- The Referral Service staff shall not be employees of a panel member, and employment of any person who either may be related to a panel member, by birth or by marriage, shall be discouraged.
- 2.2 A.R.S. Committee:  
The A.R.S. Committee is charged with the supervision of the A.R.S. as provided in this Statement of Rules of Operations.
- (A). The President of the SFVBA shall annually appoint an A.R.S. Committee. The A.R.S. Committee shall consist of not more than (11) persons who shall be appointed as follows: The President of the SFVBA shall first appoint six (6) members from the SFVBA at large, at least one of whom shall be from the Board; the President of the SFVBA may also appoint one (1) public member, not a lawyer, and the Chair of the Committee shall

appoint four (4) members, one of whom shall be from the SFVBA at large. The President of the SFVBA shall designate the Chair of the Committee. The chair of the Committee shall designate the Vice Chair. At least seventy-five percent (75%) of the Committee shall be active members of the State Bar of California, and at least 50% of the Committee shall not receive referrals from the A.R.S.. Members of the Committee shall be selected, to the extent possible, to fairly represent the diverse composition of the Association including minorities, women, lawyers in firms of various sizes, sole practitioners, public lawyers, and lawyers in various geographic areas.

- (B). The Committee shall meet at least quarterly. A quorum, four (4) or more members, shall be present in order to conduct all business. Decisions will be made by majority vote. Three (3) consecutive un-excused absences may result in removal from the Committee.
- (C). The Committee shall have the primary responsibility for marketing and public relations and shall be assisted by the Director.
- (D). The Committee shall make, amend, or delete such rules and regulations for the conduct and operation of the A.R.S., including standards for membership on special panels, as may from time to time be deemed necessary and proper. The Committee will then make a recommendation to the Executive Committee for approval.
- (E). The A.R.S. Committee through the A.R.S. Director will report regularly to the Board of Trustees. The A.R.S. Committee will provide the information requested by the Board of Trustees.

2.3 The Board of Trustees:

The duties and responsibilities of the Board of Trustees shall be:

- (A). To oversee the administration of the Service, including the establishment of a fee structure for the Service;
- (B). To review, at its discretion, the operation of and public response to the Service;
- (C). To review, at least annually, the operating records kept by the Service as required by the State Bar of California Minimum Standards for a Lawyer Referral Service of California.

2.4 A.R.S. Insurance:

The Service shall at all times maintain a comprehensive policy of insurance covering professional errors and omissions in amounts and limits to be set by the Trustees of the Association;

**RULE 3: ESTABLISHMENT OF PANELS**

- (A). The A.R.S. shall be operated through separate panels of lawyers, and referral for service under these Rules shall be made to one of those panels. The Committee may establish requirements for qualification to such panels for those areas of the law and ADR that it deems necessary. An applicant who is currently certified as a legal specialist by the California Board of Legal Specialization will automatically meet the experience requirements.
- (B). A majority vote of the Committee shall be necessary to adopt panel requirements.
- (C). There shall be the following Experience and Qualification Panels: Administrative Law, Appellate Law, Business Law and Litigation, Civil Rights Law, Consumer Law and Credit, Criminal Law, Elder Law, Entertainment Artists & Performers, ERISA, Family and Family Child Custody Law, Immigration & Naturalization, Insolvency/Bankruptcy Law, Insurance Law, Intellectual Property Law, Labor Law, Modest Means, Personal Injury/Property Damage and Professional Malpractice Law, Probate, Pro Bono, Real Property Law, School Issues, Securities and Commodities Law, Senior Citizens, Taxation Law, Wills, Estate & Trusts, Workers' Compensation Law and others as established from time to time.

- (D). The requirements for each Experience and Qualification Panel shall be reviewed periodically by the Committee and amended as necessary.

#### **RULE 4: MEMBERSHIP REQUIREMENTS**

Membership in the A.R.S. shall be on an individual basis, and shall not extend to partnerships, professional corporations, or associates.

##### **4.1 Panel Membership:**

- (A). “Panel” means the group of attorneys listed by the A.R.S. 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 A.R.S. from time to time.
- (B). “Panel Member” or “Member” means any attorney listed by the A.R.S. 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.
- (C). An attorney who desires to be listed as a Panel Member shall make an application to the A.R.S. in such form as shall be established from time to time by the A.R.S..
- (D). Each applicant for Panel Membership, including any Panel Member who desires to be listed as a Member of a new Panel, may be required to submit to a personal interview. Each Panel Member who desires to have his or her Membership renewed may be required to submit to an interview.
- (E). In evaluating applicants for Panel Membership, including applicants for renewed Membership, the A.R.S. will consider, among other things, the number of years the applicant has been admitted to the bar; the applicant’s experience in and knowledge of the particular area(s) of law applied for; the number of matters that the applicant has handled in those areas of law; the applicant’s knowledge of and adherence to applicable ethics codes and rules, the applicant’s law office practices, including responsiveness to clients and handling of fee issues with clients; the applicant’s willingness and availability to provide half-hour office consultations to individuals referred by the A.R.S. even if it is unlikely that fees will be generated; and the applicant’s willingness to abide by and comply with the rules of the A.R.S. and to deliver legal services to clients in a manner consistent with the goals of the A.R.S..
- (F). Each Panel Member’s listing shall be effective until September 30<sup>th</sup> of each year. Each Panel Member who desires to have his or her Panel Membership renewed, shall complete an application to the A.R.S. In deciding whether to renew a Panel member, the A.R.S. may consider the Panel Member’s record with the A.R.S., including, willingness to meet with referred clients, compliance with A.R.S. rules, client-survey responses, and other relevant information.
- (G). Former Panel members shall be required to submit a new application and follow the same procedure as new applicants. In evaluating applications from former Panel members, the A.R.S. may consider the circumstances under which such Panel membership ended.
- (H). Using due process as outlined in Rule 9 and based upon the Rules, the A.R.S. 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.
- (I). Each Panel Member acknowledges that there is no assurance fee-generating referrals will result from Membership on any panel.

4.2 Governing Rules:

Each Member shall agree to be bound by:

- (A). The A.R.S.'s current Rules and Program Descriptions;
- (B). Such changes in the Rules and Program Descriptions as shall be made from time to time, upon notice to the Member by placing in the mail a postage paid notice of same, addressed to the Member at the last address provided by the Member to the A.R.S.. The rule changes shall be posted on the SFVBA website and copies of the Rules will be mailed to members upon request. Continued membership in the A.R.S., after notice by the means described above, will constitute the Member's agreement to the change;
- (C). The requirements of the State Bar of California as set forth in the Minimum Standards for a Lawyer Referral Service of California. As amended from time to time.

4.3 Disclosure of Information:

Each Member shall agree to:

- (A). Allow the information contained in the application to be furnished to persons who seek information from and/or Referral through the A.R.S.;
- (B). Provide the A.R.S. in a timely manner, any information requested by the A.R.S. regarding the status of any matter referred to the Member by the A.R.S.;
- (C). Authorize the A.R.S. to contact any Client referred to the Member by the A.R.S. in order to obtain information regarding the Referral;
- (D). Provide A.R.S. as soon as possible, changes in address or telephone number, changes in categories of law in which the member would like to receive referrals, and change in insurance coverage. Provide as soon as possible notice of planned or unplanned absences from the office.
- (E). Disclose to the A.R.S., pursuant to California Civil Code Section 43.95, the nature of any completed disciplinary proceeding or any disciplinary action taken by the State Bar of California or by the lawyer licensing agency of any other state. Each Member shall have an affirmative duty to disclose any such completed disciplinary proceeding or action with fifteen (15) days notice thereof.

4.4 Certification of Eligibility:

Membership is extended to all persons licensed to practice law in the State of California who:

- (A). Regularly maintain offices for the private practice of law within the greater San Fernando Valley area;
- (B). Is a member in good standing with the State Bar of California;
- (C). Have not been removed from the A.R.S., or any Panel thereof, for a violation of these Rules for the preceding two years;
- (D). Have not actually been suspended by the State Bar of California;
- (E). Have not been convicted of any crime involving moral turpitude;
- (F). Have met the qualification standards for all panels and sub-panels for which the Member has applied and/or of which the Registrant is currently a member;
- (G). Agree to abide by the current Rules of the A.R.S.;
- (H). Agree to all provisions of The A.R.S.' "Application & Agreement for Membership."

Any applicant may be refused membership or continuing membership in the Service upon failure to meet any one or more of the requirements herein set forth.

4.5 Member Insurance:

Each Member shall agree to:

- (A). Maintain in force, while a member of the Service, a policy of insurance which covers professional errors and omissions in the minimum amount of \$100,000 per act with a \$300,000 annual aggregate and with a reasonable deductible as determined by the A.R.S.

- Committee. The deductible requirement can be waived for good cause shown;
- (B). Provide the A.R.S. with evidence of such coverage by submitting a copy of the declarations page or insurance binder each year prior to the termination of the current policy;
  - (C). Immediately notify the A.R.S. of any change in or cancellation of the required coverage or change in the identity of the insurance carrier;
  - (D). 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 A.R.S.) evidencing that such coverage is then in force and effect will be automatically removed from rotation and may be suspended from the A.R.S..

4.6 Annual Registration Fees:

- (A). Each A.R.S. Member or applicant shall refer to the A.R.S.' "Application & Agreement for Membership" to ascertain their annual non-refundable registration fee;
- (B). Annual non-refundable registration fee is due and payable on October 1<sup>st</sup> of each year. Dues are pro-rated as follows:
  - July to January: 100% of Membership dues
  - February to March: 75% of Membership dues
  - April to June: 50% of Membership dues
- (C). Under special circumstances and with good cause the annual registration fee may be partially or totally waived by the A.R.S. Committee or A.R.S. Director.
- (D). Fees may be set from time to time at the discretion of the A.R.S. Committee with the Board of Trustees approval on a fiscal-year basis.

4.7 Administrative Fees:

Each client referred by the A.R.S. and interviewed by a Panel member shall be charged an initial referral fee unless such fee is prohibited by law or waived by the A.R.S.. The Panel member shall collect the initial referral fee unless the A.R.S. requires the client to pay the initial referral fee directly to the A.R.S. and informs the Panel Member that this has been done. The Panel Member shall promptly (but in any event within 30 days after receipt) remit the initial referral fee to the A.R.S. unless it is waived by the A.R.S. or is to be paid directly to the A.R.S.. The Panel Member will not be asked to pay the fee to A.R.S. if the Panel Member does not collect the fee. However, the Panel member agrees to make a reasonable effort to collect the fee when requested by the A.R.S..

4.8 Percentage Fees:

Each member shall pay to the A.R.S. a forwarding fee of fifteen percent (15%) of any and all fees received from all matters referred by the A.R.S. to such Member. These payments to A.R.S. are due and payable monthly. The fees are considered collected when the Member receives the fees for services provided. These fees shall include, without limitation, fees (including contingency fees):

- (A). Generated by any lawyer other than the Member to which the referral was initially made, whether or not the Member is still active on the case;
- (B). Relating to a referral in an area of law other than the area of law pertaining to the Panel to which the referral was initially made; and
- (C). Generated on the referred case after the Member in question ceases, whether temporarily or permanently, to be a Member of the A.R.S..

Percentage fees are not collected on modest means cases. On senior legal program referrals, the percentage fee is 10 percent of any and all fees collected from the matter referred.

- 4.9 General Fee Requirements:  
Each Member shall agree to:
- (A). 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 A.R.S.;
  - (B). Hold in trust that portion of all fees collected by the Member which are due the A.R.S. pursuant to the current Rules and Program Descriptions;
  - (C). Be personally responsible for all reports and fees due the A.R.S. related to any Client referred by the A.R.S. and all matters discussed at the Initial Consultation, whether or not the matters fit within the specific category of Referral made by the A.R.S.;
- 4.10 Auditing of Members Records:  
Panel Members shall allow the A.R.S. or its agents to examine and audit members' financial or accounting records and the legal file with regard to referred clients if a question arises between the member and A.R.S. with respect to fees owed to A.R.S.. It is understood that the audit may include, but is not limited to, chart of accounts, general ledger-trial balance records, court filing records, calendars, appointment records, time sheets, docket sheets, engagement letters, fee agreements and contracts with A.R.S. clients unless covered by a confidentiality agreement.
- 4.11 Indemnification and Attorneys Fees for Enforcement of Rules:  
The A.R.S. Committee shall determine the appropriate action to be taken for the collection of any monies due the A.R.S.. The A.R.S. has the option to send outstanding Past due accounts to Small Claims Courts or to an independent collection attorney for legal action.  
Each member shall agree to:
- (A). Indemnify and hold harmless the A.R.S., the A.R.S. Committee, the SFVBA, and all of their officers, directors, members, employees, and volunteers from any and all loss, expense and liability including the cost of defense and reasonable attorney's fees which may arise from or be related to the Member's participation in the A.R.S.;
  - (B). Pay the A.R.S. reasonable attorney's fees and costs in any action or proceeding brought to enforce any provision of these Rules;
  - (C). Pay interest at the rate of 10% per annum on all amounts past due and owed to the A.R.S..
- 4.12 Publicity:
- (A). No attorney shall be permitted to use the A.R.S. name or Logo without prior written consent from the A.R.S. Committee.
  - (B). Panel Members shall not participate in, or allow, any advertising or other promotional activity that refers to the Panel Member's membership in the A.R.S. unless such materials or promotional activity has been developed or approved in writing by the A.R.S. Committee.

## **RULE 5: PANEL MEMBER/CLIENT RELATIONS**

- (A). Compensation for any additional time or services 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 consultation/administrative fee. It is recommended that written fee agreements be used for all matter in which clients are charged fees in addition to the one-half hour consultation/administrative fee.
- (B). Membership in A.R.S. is made on behalf of the Member, and not on behalf of a firm or any associates, or any other parties. If the Member is in a partnership which customarily provides joint legal services, other counsel in that Member's partnership may be associated to perform a portion of the professional services agreed upon, (1) provided that



the referred client agrees to such association, (2) any counsel so associated is also a Member of the A.R.S., and (3) such associated counsel complies with these Rules in all respects. It is each Member's responsibility to assure that reasonable and competent attorney services is provided at that Member's standard cost, and to assure proper and accurate reporting to the A.R.S. and payment of all fee dues to the A.R.S..

- (C). 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 A.R.S. under the percentage fee.
- (D). If a Member will not be providing any or all of the legal services needed by a person referred to such Member by the A.R.S., such Member is required to notify the client and offer a referral of that person back to the A.R.S. so that such services may be provided by an appropriate Panel Member. In this case, a second referral will be made with no consultation fee charged.
- (E). A Member will grant all clients referred by the A.R.S. an appointment as soon as practicable after request is made by the client or A.R.S. staff. A Member may not screen the referrals at the time the referral is made in order to screen out cases that appear to have less potential for legal fees.
- (F). A Member will proceed with due diligence on referred client matters and will not neglect any matter referred by A.R.S.. A Member will diligently strive to return all phone calls within twenty-four (24) hours of the client's call or, if personally unable, have someone from the Member's office do so.
- (G). A Member will treat each referral client with consideration and civility.
- (H). A Member will notify the client at the outset of representation that a portion of the fees are payable to A.R.S.; and A.R.S. is entitled:
  - 1. To know the Member's fees received,
  - 2. To audit the file to determine if A.R.S. has received the appropriate amounts. Upon the settlement of any such action, the Member shall be obligated to include A.R.S. with those who have a right to know about a settlement, to the extent necessary to allow A.R.S. to have knowledge of the terms of the settlement, (unless covered by a confidential agreement) including all attorney(s) fees paid in the case, whether paid directly by another party, or by settlement proceeds, so that A.R.S. may determine the portion of the attorney's fees to which A.R.S. is entitled.
  - 3. All documents, files, communications, and materials reviewed during an audit shall be considered and treated as confidential and shall be available for inspection only by members of the A.R.S. Committee and the SFVBA Executive Committee.
- (I). A Member will arbitrate or mediate, if the parties agree any dispute about the amount of a fee. In such a case, the arbitration will be binding on the parties. If the attorney refuses to participate, an ex parte hearing shall be held. If the client refuses to participate, the attorney may initiate such legal action, as he or she deems appropriate.

The A.R.S. shall communicate with clients referred as follows:

- (A). The A.R.S. shall distribute client questionnaires to one hundred percent of the clients who agree to be surveyed to determine the client's satisfaction with the Member's handling of the case.
- (B). The A.R.S. may contact clients and initiate other reasonable actions with regard to any Member whom the A.R.S. Committee suspects is in breach of these rules or professional standards, or over-charging clients, or servicing clients at a standard below that which the A.R.S. Committee determines is required to maintain panel membership.

## **RULE 6: MEMBERSHIP APPLICATION PROCEDURE**

### **6.1     Application Forms:**

Application for membership in the A.R.S. shall be made in writing on forms provided by the A.R.S. and approved by the Staff and/or A.R.S. Committee. A non-refundable fee may be charged for processing an initial application for A.R.S. membership. In addition to such requirements as the A.R.S. Committee shall deem necessary for the purpose of showing current general eligibility. The membership renewal form shall also require the panel member to show continued compliance with the current applicable qualifications for each experience panel renewal.

### **6.2     Complete Applications:**

Members shall not be considered for membership until their application is complete, as determined by the A.R.S..

### **6.3     Staff Review:**

An Applicant's completed written application shall be initially reviewed by the staff of the A.R.S. to determine compliance with all general eligibility rules and qualifications for a particular panel:

- (A). If the staff of the A.R.S. determines that there is compliance with all general eligibility rules and qualifications for a particular panel, the Applicant shall be accepted as a member of the A.R.S.;
- (B). If the staff determines that there is or may be a lack of full or partial compliance with the general eligibility rules or qualification requirements of a particular panel, the Applicant's application shall be referred to the A.R.S. Committee.

### **6.4     A.R.S. Committee's Review of Qualifications:**

The A.R.S. Committee may ask the Applicant to furnish additional information orally or in writing, or both, relevant to the Applicant's general eligibility or qualifications for a particular panel and may seek further substantiation and independent verification of any response by the Applicant. The A.R.S. Committee shall conduct further investigations and require further information bearing upon the responsibility, capability, character, and integrity of any applicant or Member, as the Committee deems appropriate and necessary.

### **6.5     Written Notice of Appeal:**

If an applicant has been refused membership or admission to a Panel, a written explanation of the reasons for refusal shall be sent to the applicant. The applicant may appeal this decision to the Executive Committee in writing, no later than fifteen (15) days following the receipt of notice of refusal. The Executive Committee will hear the appeal within sixty (60) days of receipt of the appeal. Action of the Executive Committee shall be conclusive.

### **6.6     Applicable Time Periods for Review of Applications:**

- (A). Each completed application shall be approved or disapproved within ninety (90) days of filing, except as described in subsection (b).
- (B). The ninety (90) days limitation may be extended by the Member's consent or by the Member's request for review by the A.R.S. Committee.

### **6.7     Confidentiality:**

All communications, deliberations, and records of the A.R.S. Committee's, review activities and the Committee's appellate activities shall be confidential. However, these records shall be available for inspections by members of the A.R.S. Committee and the Executive Committee of the SFVBA.

## **RULE 7: REFERRAL PROCEDURES**

### **7.1     A.R.S. Procedures:**

The following Referral procedures shall be employed by the A.R.S.:

- (A). Except in fee waived matters, clients will pay to A.R.S. an administrative fee, set from time to time by the A.R.S. Committee. The client will be provided an initial one half hour interview with the panel member to whom they are referred. This administrative fee does not cover or contemplate the preparation of letter or legal documents, or the placement of telephone calls by the attorney. The attorney to whom the client has been referred if not previously collected by A.R.S. shall collect this fee.
- (B). All prospective clients shall be referred to a Member on a rotation basis as consistent with Rule 1.1 (D).
- (C). If a Member refuses (for any reason other than a conflict of interest, scheduling conflicts, or a lack of qualifications) to make an appointment for an Initial Consultation with a client during office hours, at a time satisfactory to the client (who may insist upon an appointment within three (3) business days following the call), the refusal shall be recorded and the second successive refusal shall be treated as a Referral for purposes of Referral rotation;
- (D). All Referrals shall be made without regard to race, color, age, religion, national origin, gender, sexual orientation, or disability;

### **7.2     Member Handling of Referrals:**

Each Member agrees to employ the following Referral procedures:

- (A). Accept all Referrals for a free (in office) initial consultation of up to one-half hour. (Unless circumstances require a meeting at another location or a telephone consultation.) Collect and remit to the A.R.S. the applicable administrative fee, unless the A.R.S. has waived the fee or collected the fee directly and has informed the Member that this has been done.
- (B). Promptly notify the A.R.S. and refer back to the A.R.S. any Client who will not be personally represented by the Member (or by an attorney acting under the Member's direct supervision) or with whom a conflict of interest exists (which must be determined at the outset of the Referral);
- (C). Discuss with the Client in advance any compensation for additional time or services beyond the one-half hour Initial Consultation. Any additional services to be performed, or additional fees to be charged to the Client, must be clearly discussed and understood between the Member and the Client. A written fee agreement, outlining the work to be performed and the basis for the fee, should be signed by the Client before the client is charged any fees beyond the initial administrative fee;
- (D). Personally perform the legal services required on behalf of a client referred by the A.R.S., or directly supervise and be responsible for the quality of services performed by an attorney working under the Member's direct supervision. This supervised referral will need to be discussed with the A.R.S. Director prior to the referral being made;
- (E). Without regard to the Client's race, color, age, religion, national origin, gender, sexual orientation, or disability, assist a referred Client with the same courtesy and diligence as is shown to non-A.R.S. clients.

### **7.3     Exception to Rule 7.2:**

- (A). If after under-taking representation of a client referred by the A.R.S., a Member determines in good faith that the Client's best interest would be served by referring the matter to or associating a particular attorney having special expertise in a relevant field, the Member must consult with the A.R.S. before associating or retaining such counsel,

- attempt to identify with the A.R.S. another Member who has the requisite expertise and who is willing and able to accept the representation, and associate or retain another Member who has been so identified and is acceptable to the Member and Client; or
- (B). If the Member and A.R.S. are unable to identify any other qualified Member acceptable to the Member and the client, the Member and the Client shall be entitled to refer the matter to or associate other counsel of their choice, provided that such other counsel meets all requirements of the State Bar's "Minimum Standards" and these Rules. The Member shall continue to be responsible for all reports due, information required, and percentage fees owed the A.R.S. based on total legal fees actually collected. The member shall exercise reasonable diligence to obtain from other counsel written agreement to be governed and bound by these Rules, and shall notify the A.R.S. of the new counsel's name, address, and the fee arrangements made.

7.4 Definition of Referral:

"Referral" means the request by the A.R.S. to a Member that the Member meets with a prospective client regarding a particular set of facts, irrespective of whether those particular facts fall with the particular label the prospective client gave the facts. For illustrative purposes only, a prospective client tells the A.R.S. he or she needs to institute a conservatorship, yet after the prospective client has the consultation with the Member, it is determined that what is actually needed is a trust instrument. The preparation of the trust instrument is deemed to be the referral and the Member is required to remit the applicable percentage fee to the A.R.S.. As a second example, a prospective client tells the A.R.S. he or she needs to file a bankruptcy, yet after the prospective client has the consultations with the Member, it is determined that the best solution to negotiate the debts with creditors. The negotiations with creditors are deemed to be the Referral and the Member is required to remit the applicable percentage fee to the Service.

**Rule 8: OPERATING REPORTS AND FEES**

- 8.1 Reports shall be sent to each Member requesting information regarding the disposition of each referral status since the prior monthly report. This report must be completed and returned to the A.R.S. within 14 days from the date on which it was sent to the Member. All cases including closed cases, amounts collected must be reported, and the Member must remit any fees due to the A.R.S. for fees received since the prior report.
- 8.2 If a Member fails to respond to a request for any case progress report within 30 days the date of the original statement, a second request will be sent. Failure to comply fully with a second request within fifteen (15) days **may result in automatic and immediate removal from rotation from all Panels** unless other arrangements have been made.
- 8.3 All Committees and A.R.S. records shall be available for inspection by Committee members and the officers of the SFVBA at all reasonable times but shall otherwise be treated as confidential.

**RULE 9: RESIGNATION, SUSPENSION, AND REMOVAL**

The A.R.S. Committee is authorized to review the quality of legal services provided by the Members as described in these Rules, and shall have the power to consider taking action against any Member as provided in Rule 9.

9.1 Resignations or Withdrawal from the A.R.S. by Member:

Any Member may at any time withdraw his or her name from participation in the A.R.S. upon five (5)-business days written notice to the committee. In such circumstances, the panel member must discharge his or her obligations to those clients who have previously been referred and must remit any fees due the A.R.S. on previously referred cases. If after withdrawal there is an on-going matter, the attorney is still obligated to follow the Rules herein pursuant to section 11.2 of the Rules and Regulations of the State Bar of California Pertaining to Lawyer Referral Services Including Minimum Standards for Lawyer Referral Services in California.

9.2 The Executive Director is empowered to remove any Member from rotation and from suspend receipt of referrals as a result of a Panel Member's failure to comply with any of the following administrative requirements:

- (A). Prompt and timely payment of fees due to the A.R.S.;
- (B). Submission of a copy of the face sheet of the member's errors and omissions insurance policy on or before the date of expiration of the current policy;
- (C). Prompt and timely submission of completed membership renewal applications and payment of dues and fees;
- (D). Prompt and timely submission of completed and signed status reports.

The Executive Director will report such removals from rotation to the A.R.S. Committee when the removal from rotation continues beyond a 60-day period. Upon notification, the A.R.S. Committee may begin suspension or termination proceedings pursuant to Rule 9. 5 through 9.10.

9.3 Reinstatement from Rule 9.2 (A), (B), (C), and (D).

Any member who has been suspended pursuant to Rules 9.2 (A), (B), (C), (D) and (E) may be returned to rotation after payment of all fees and submission of all required materials.

9.4 A Panel member who is disbarred or has resigned from the State Bar of California shall automatically be terminated from membership.

9.5 Panel Membership may be suspended or terminated by the Service in the following circumstances:

- (A). Indictment, formal charging, or conviction of a criminal charge involving moral turpitude;
- (B). Falsification of any material statement made by Member to qualify for the A.R.S. or made in any report required by the A.R.S.;
- (C). Failure to comply with the State Bar Act or the Rules of Professional Conduct;
- (D). Failure to comply with the Rules of the A.R.S. including, but not limited to the following:
  - 1. Failure to permit the A.R.S. to inspect the member's records pursuant to these Rules;
  - 2. Charging consultation fees to A.R.S. referrals clients in excess of those allowed by the Rules;
  - 3. Failure to handle A.R.S. cases with professional competence and diligence;
  - 4. Belligerent, rude or abusive conduct toward A.R.S. clients and/or staff;
  - 5. Repeated failure to return telephone calls or answer letters of client or referral staff;
  - 6. Recommending A.R.S. referred clients to other attorneys without the prior permission of the A.R.S.;
  - 7. Impeding the A.R.S.' investigation of a client complaint.
  - 8. Falsification of any material statement made by Member to qualify for the A.R.S. or made in any report required by the A.R.S.
- (E). Engages in conduct harmful or injurious to the goals, reputation or interests of the A.R.S..

9.6 Procedures for Suspension:

- (A). All decisions to suspend a member, from the A.R.S. shall be based upon recommendation from the Director of the A.R.S., the Chair(s) of the A.R.S. Committee or by a A.R.S. Committee member, and be approved by a majority vote of the A.R.S. Committee.
- (B). The Director of the A.R.S. shall review (i) each complaint concerning the professional conduct of the Panel Members in connection with any referral and (ii) any other report or notification relating to a Panel Member's fitness to receive referrals from the A.R.S.. The Director of the A.R.S., his or her designee, shall make whatever investigation he or she deems to be reasonable and report to the Chair(s) of the A.R.S. Committee concerning the complaint and its resolution where appropriate. The A.R.S. Director may determine, in his or her sole discretion, that a complaint or other notification warrants immediate and temporary suspension of referrals. Notice of the suspension will be sent to the last known address of the Member within two business days of the temporary suspension.
- (C). The A.R.S. Director shall notify the Chair(s) of the A.R.S. Committee where the Executive Director determines, as a result of his or her investigation, that further action by the A.R.S. Committee with respect to suspension or termination of a Panel Member is necessary. If warranted, the Chair(s) of the A.R.S. Committee shall appoint a subcommittee to investigate the complaint. The subcommittee shall conduct whatever interviews it deems appropriate. No Panel Member shall be terminated without being notified of the complaint and given an opportunity to respond. Upon the completion of its review, the subcommittee may recommend to the A.R.S. Committee that the complaint requires no action or recommend that the Panel Member be suspended or terminated or otherwise restricted in receiving referrals from the A.R.S.. Notice of the temporary suspension will be sent to the last known address of the Member within two business days of the temporary suspension.

9.7 Procedure for Investigative Subcommittee:

- (A). Review and verify available information to decide whether there is a reason to suspended the Member immediately from receiving referrals.
- (B). Notify the Member of the nature of the issues and that an investigation is proceeding which may affect his/her status as a panel member.
- (C). Conduct the investigation by all or any of the following:
  - 1. Contact the complainant or other reliable sources of information and determine whether in-person interviews should be conducted.
  - 2. Decide whether additional information is required and, if so, formulate a plan to obtain such information.
  - 3. Conduct an interview of the Member.
  - 4. Conduct an audit as provided for in Rule 4.10

9.8 Conclusion of the Subcommittee Investigation:

The conclusions of the investigative subcommittee are contained in a report of their findings to the A.R.S. Committee. In reporting such findings, the investigative subcommittee shall make all reasonable efforts to pursue and complete its investigation promptly. The subcommittee may recommend:

- (A). That the Panel Member continue panel membership on all panels for which he/she has previously been listed with no adverse finding whatsoever;
- (B). That the Panel Member continue panel membership, but receive instructions on how the panel member may avoid problems in the future;
- (C). That the Panel Member be instructed to submit to the committee a written statement of the actions the Panel Member will take to avoid similar problems in the future;
- (D). That the Panel member receive a warning that unless specific changes or made or

- specific problems rectified, panel membership on some or all panels will be terminated;
- (E). That the Panel member will be placed on probationary status on some or all panels for a designated period of time;
- (F). That the Panel Member's listing on some or all panels be restricted or terminated;
- (G). Such other and further recommendations that the investigative subcommittee deems appropriate and in the best interests of the public, the profession and the A.R.S..

9.9 A.R.S. Committee Hearing and Action:

- (A). In its report the subcommittee should make a finding on whether any of the Rules of the A.R.S. have been violated and whether the Panel Member has engaged in conduct that is harmful or injurious to the goals, reputation or interests of the A.R.S..
- (B). After the investigative subcommittee has presented its final report and recommendations to the A.R.S. Committee, and before the A.R.S. Committee renders its final action, the Panel member who is the subject of the investigation shall be accorded the opportunity to address the A.R.S. Committee with respect to any matter relevant to the investigation or the appropriate resolution thereof. Counsel may accompany the Panel Member.

9.10 Appeals Process:

- (A). If the decision of the A.R.S. Committee was unfavorable, the Member may appeal the A.R.S. Committee decision to the Executive Committee of the SFVBA. This Committee is composed of the President, President Elect, Secretary, Treasurer of the Association, and Immediate Past President.

1. All notices for such appeals must be in writing and received in the offices of the A.R.S. not later than 21 days after mailing of the notice of suspension of the member or other unfavorable decision of the A.R.S. Committee. If the right of a hearing is not exercised in a timely fashion, all further right of hearing shall be deemed waived and the decision of the A.R.S. Committee deemed conclusive and final.
2. The appeal hearing shall be held no later than 30 days after notice of appeal is received.
3. The A.R.S. Committee or its counsel shall present the evidence and argument on behalf of the A.R.S. Committee in support of its decision. The applicant or Member shall also be entitled to be represented by counsel.
4. The decision of the Executive Committee shall be in writing setting forth its findings of fact and decision based thereon.
5. The decision of the Executive Committee shall be deemed conclusive and final.

9.11 Automatic Termination:

- (A). If the Member fails to submit in a timely manner reports, forms, requested information, and/or fees owed, or comply with other requirements after being suspended pursuant to Rule 9.5 through 9.9, the Member shall be terminated from the Service;
- (B). Notice of termination shall be sent within two business days to the last known address of the Member.

**RULE 10: DISCLOSURE OF DISCIPLINARY ACTIONS**

- 10.1 In compliance with Civil Code 43.95 (a) and (b), the A.R.S. shall disclose to a client the nature of any disciplinary actions which may have been taken against a A.R.S. member to whom they are being referred.

- 10.2 The A.R.S. shall in all other respects adhere to at least the Minimum Standards for a Lawyer Referral Service in California, including but not limited to reporting and record keeping procedures, as promulgated by the State Bar of California as they may be amended or modified from time to time.

#### **RULE 11: REMEDIES**

Nothing in these Rules shall be deemed to limit or otherwise affect the rights of the A.R.S. to pursue any or all of its legal remedies to enforce these Rules, (including, without limitation, by legal, equitable or other action to obtain payment of any sums payable to the A.R.S. hereunder). In the event any action is instituted by the A.R.S. to enforce any of the terms and provisions contained in the Rules, the A.R.S. shall be entitled to its reasonable attorneys' fees, costs, and expenses. No failure of the A.R.S. to enforce any Rule at any time shall be deemed a waiver of, otherwise affect the A.R.S.' rights regarding, such Rules at any other time.

#### **RULE 12: SPECIAL QUALIFICATIONS AND EXPERIENCE PANELS AND STANDARDS FOR ADMISSION**

- 12.1 Applicants for Service membership shall designate which Special Qualifications Panels they are eligible for, and shall certify that they meet the minimum standards for each such Special Qualifications Panel (hereinafter Panel), on forms to be supplied by the A.R.S. Committee.
- 12.2 The A.R.S. Committee reserves the power to request from any applicant documentation and particulars concerning any aspect of the application, including but not limited to, case numbers, hours, agencies, disposition, or other matters referred to in these Rules, or in the Minimum Standards of the State Bar of California.
- 12.3 Any applicant who does not meet the qualifications and experience requirements as set forth in Rule 14 below, may request admission to any Panel upon a showing of equivalent experience, special post bar admission education, special pre bar admission experience (such as clinical programs, certified law student experience, paralegal employment experience), or any other educational or employment history which may serve to qualify the applicant. The A.R.S. Committee will review, on an individual basis, such showing of experience for possible exceptional cases. Scholarly publications in a given field shall not of themselves qualify an applicant of admission to a Panel absent substantial or equivalent experience factors.
- 12.4 A.R.S. members may belong to no more than three major panels at any given time, but may belong to any number of sub-panels within a Panel to which they elect to belong.

#### **RULE 13: AMENDMENTS TO RULES: EFFECTS DATE OF RULES**

These RULES may be amended from time to time by a majority vote of the A.R.S. Committee, subject to approval by the Trustees of the SFVBA. Any amendments to these RULES shall be distributed forthwith to all A.R.S. members upon their adoption.



## **RULE 14: SPECIAL QUALIFICATION PANELS AND STANDARDS OF QUALIFICATION**

1. Applicants for A.R.S. membership shall designate which Special Qualifications Panels (hereinafter Panel) they are eligible for, and shall certify that they meet the minimum standards for each such Panel on forms to be supplied by the A.R.S..
2. The A.R.S. reserves the power to request from any applicant documentation and particulars concerning any aspect of the application, including but not limited to, case numbers, hours, agencies, disposition, or other matters referred to in these Rules, or in the Minimum Standards of the State Bar of California.
3. Any applicant who does not meet the experience requirements as set forth in number 4 below, may request admission to any Panel upon a showing of equivalent experience, special post bar admission educations, special pre bar admission experience (such as clinical programs, certified law student experience, paralegal employment experience,) or any other educational or employment history which may serve to qualify an applicant of admission to a Panel absent substantial or equivalent experience factors.
4. Service members may belong to no more than three major panels at any given time, but may belong to any number of sub-panels with a Panel to which they elect to belong. The minimum experience requirements for membership on each of the panels shall be as follows:

### **ADMINISTRATIVE LAW**

Within the past three years, applicant must have personally performed all legal work and prepared all papers in connection with at least three administrative hearings before a hearing panel, city council or board, and at the judicial level, at least two CCP 1094.5 writs, including at least one of which involved a “substantial evidence” or statutorily defined scope of review and at least one which involved an “independent judgment” scope of review.

### **BANKRUPTCY/INSOLVENCY LAW**

**Personal Bankruptcy:** Representation of a personal debtor in at least three Chapter 7 proceedings or Chapter 13 proceedings within the last three years or certification as a specialist by the California Board of Legal Specialization.

**Business Bankruptcy:** Representation of a business debtor in at least three of the following categories within the last three years: Chapter 10, 11, 12, 13 proceeding, a Chapter 7 bankruptcy, or State Court Receivership or certification as a specialist by the California Board of Legal Specialization.

### **BUSINESS LAW**

**Major Business Litigation:** Three business litigation matters handled through trial in a Superior Court within the last five years.

**Minor Business Litigation:** Three matters must have been handled through trial in the last five years such as breach of contract, employment contracts, U.C.C. matters, or business entity dissolutions.

**Non-Litigation:** Five matters handled within the last three years which should include at least one each of the following: formation of a corporation, a general limited partnership agreement, or the purchase or sale of a business.

**Retail Consumers and Credit:** Two trials involving consumers or credit issues within the last three years, or five non-trial dispositions of such cases within the last three years.

**Entertainment Law; Artists and Performers:** Trial of two court, or labor commission, cases or arbitrations, negotiation of two contracts within the last three years involving entertainers, artists, or performers.

## **CIVIL APPELLATE**

Within the last three years, applicant must have been counsel of record while licensed to practice law by the State Bar of California and personally performed all legal work and prepared or supervised the preparation of papers in connection with at least five civil appeals. At least one of the five must have been an appellant's opening brief. Or certification as a specialist by the California Board of Legal Specialization.

## **CIVIL RIGHTS LAW**

Trial of one or more matters in each of the following categories within the last three years: employment discrimination, civil rights acts.

## **CONSUMER LAW**

**Collections/Breach of Contract:** Within the past three years, applicant must have been counsel of record and personally performed all legal work in connection with three-contested collection/breach of contract matters, including at least one such matter through trial.

**Consumer Fraud:** Within the past three years, applicant must have completed five matters related to consumer fraud.

**Credit Denial & Credit Reporting Agencies:** Within the past three years, applicant must have personally performed all legal work and prepared or supervised the preparation of at least three contested collection matters, including at least one such matter through trial; one or more matters in which applicant sought or defended against at least one of the following provisional remedies: claim and delivery; injunction; attachment; receivership; and deposit in court; and one of more matters in which applicant conducted a debtor's examination.

**General Consumer Law, Home Improvement Repairs, "Lemon Law" Repossessions/Secured Transactions:**

Within the past three years, applicant must have completed at least five matters in the sub-panel(s) in which applicant desires to receive referrals.

## **CRIMINAL LAW**

**Felony:** Certification as a Criminal Law Specialist, or two felony cases tried through jury trial in a Superior Court within the last three years.

**Misdemeanor:** Certification as a Criminal Law Specialist, or two criminal cases tried through jury trial in a Superior Court within the last three years.

## **FAMILY LAW**

**Dissolutions and Related Matters:** Five contested OSC's, five dissolution proceedings through interlocutory hearing, drafting of two marital settlement agreements in at two of the latter cases or certification as a specialist by the California Board of Legal Specialization.

**Adoptions:** Two direct or private adoptions within the last three years or certifications as a specialist by the California Board of Legal Specialization.

**Paternity:** Within the past two years, applicant must have personally performed all legal work and prepared or supervised the preparation of all papers in connection with at least three cases involving paternity actions or certification as a specialist by the California Board of Legal Specialization.

**Immigration and Naturalization Law:** The following matters must have been handled within the last three years: Five deportation or exclusion hearings before the I.N.S. or Federal District Court, and three additional immigration or naturalizations proceedings in the area of visa petitions and applications, adjustments or status administrative appeals, naturalization petitions and change of non immigrant status or certification as a specialist by the California Board of Legal Specialization.

## **INTELLECTUAL PROPERTY LAW**

**Patents, Trademarks, Copyrights, Trade Secrets, Unfair Competition:** Applicants should submit a written statement showing his or her demonstrated experience in this area. Additional education or employment history in engineering, theoretical, or applied sciences or computer sciences would be desirable.

## **JUVENILE LAW**

**Dependency and Parental Rights:** Trial of three dependency cases (one of which was a contested matter) within the last three years.

**Delinquency Cases:** Trial of at least three delinquency cases under W&I Code SS601 or 602 within the last three years.

**Appeals:** Must have been attorney of record in two juvenile appellate proceedings in the last three years.

## **LABOR LAW (EMPLOYMENT CONTRACTS, PUBLIC SECTOR BENEFITS, SEXUAL HARASSMENT, WRONGFUL TERMINATION)**

**Employment Contracts:** Within the past three years, applicant must have personally performed all legal work on behalf of an employee in connection with at least three employment contracts.

**Public Sector Benefits:** (pension, health, disability) Within the past three years applicant must have completed five public sector pension, health, disability matters.

**Sexual Harassment:** Within the past five years, applicant must have served as lead counsel in at least two cases brought under California's Fair Employment and Housing Act and Title VII in the area of discrimination on the basis of sex, and served as counsel in at least two sexual harassment cases. At least two cases must have been handled through trial.

**Wrongful Termination:** Within the past five years, applicant must have resolved at least eight matters, been principal attorney of record in at least three wrongful discharge actions through the discovery process, and within the past seven years, have handled any two matters through trial in Superior or Federal Court.

## **PERSONAL INJURY AND PERSONAL PROPERTY DAMAGE**

**Intentional Torts:** At least one intentional tort case must have been handled through trial as attorney of record within the last five years.

**Negligence:** At least two cases must have been handled through trial as attorney of record within the last five years, of which at least one was a personal injury trial.

**Non-Medical Professional Malpractice:** Trial as attorney of record at least three cases within this category within the last five years.

**Medical Malpractice:** Trial as attorney of record in at least three cases within this category within the last five years.

## **PROBATE, WILLS, TRUST, AND ESTATE PLANNING**

**Probate of Estates:** At least three decedent's estate probates must have been handled within the last three years or certification as a specialist by the California Board of Legal Specialization.

**Wills, Estate Planning:** Drafting of at least five wills, a combination of five trust wills, or inter vivos trust agreements within the last two years, attendance at one, if not more, educational courses on income tax and estate planning within the last twelve months or certification as a specialist by the California Board of Legal Specialization.

**Conservatorships, Guardianships, Mental Health Cases:** Trial of at least two contested guardianship, conservatorship, or mental health cases within the last three years, or representation of parties in at least five uncontested guardianship, conservatorship, or mental health cases within the last three years, or representation of parties in at least five contested guardianship, conservatorship, or mental health proceedings within the last three years.

**Elder Law:** At least five substituted judgment petitions must have been handled within the last five years; preparation of at least five asset preservation plans within the last two years; trial of at least two contested guardianship, conservatorship, or mental health cases within the last three years, or representation of parties in at least five uncontested guardianship, conservatorship, or mental health proceedings within the last three years.

## **REAL PROPERTY LAW**

**Preparation of Contracts:** Representation of a party in at least three real property transactions within the last two years, which should include at least one non-residential transaction.

**Real Property Litigation:** Trial of at least two cases, (excluding landlord/tenant disputes) within the last three years involving broker's commissions, specific performance, title, breach of contract, or the like.

**Landlord/Tenant Litigation:** Trial of at least five unlawful detainer or forcible entry cases within the last three years, one of which was handled through judgment.

**Zoning/Land Use:** Appearance before local administrative or governmental appeals boards on at least two occasions within the last three years.

**Condemnation:** Service as counsel of record on one condemnation case through trial within the last three years, and has handled two other condemnation matters in the same period of time.

## **SOCIAL SECURITY LAW**

During the three years immediately preceding the date of the application, applicant must have personally performed all legal work and prepared or supervised the preparation of at least:

At the administrative level, two cases involving the establishment of eligibility because of disability due to a physical and/or mental condition under Supplemental Security Disability Income programs;

At the administrative level, one case involving an issue other than whether a person is presently disabled, i.e., disputes over the number of quarters worked, over-payments, or establishing disability at a time substantially prior to application date;

One appeal of an adverse decision to Federal District Court or the handling of a CCP 10945.5.

## **RULE 15: SENIOR PROGRAM**

### **15.1 Description of Program:**

The San Fernando Valley Bar Association Attorney Referral Service sponsors the Senior Legal Services Program. It was set up an A.R.S. panel to provide quality legal assistance to seniors (age 60 or above) regardless of their income. This program provides the senior population access to the legal community for a small fee. The cost for an initial half hour consultation is \$10. This is an administrative fee to help fund the program. Legal matters that require further services are on a reduced fee basis, as explained in the fee schedule set out in Rule 15.2. If the matter is involved and the attorney cannot represent the senior client at the reduced rate schedule, the client must be referred to the Attorney Referral Service for further assistance. A.R.S. will try to refer the senior to another Senior Attorney Panel Member who will accept the matter under the fee schedule.

### **15.2 Fee Schedule:**

- (A). **Senior Center Appointments:** Attorneys who meet with a client at a Senior Center are to pay 10 percent of any legal fees earned on the referral. This 10 percent applies from the first dollar in legal fees earned from the referral.
- (B). **Office Appointments:** In all other cases, attorneys are to pay 15 percent of any legal fees earned on the referral. This 15 percent applies from the first dollar in legal fees earned from the referral.
- (C). **Simple Wills:** Fee for Simple wills is \$125. The definition of a simple will is a will with two or less dispositive paragraphs and no trust provisions.
- (D). **Bankruptcy:** Fee for consumer bankruptcy is \$750 plus filing fees. The definition of consumer bankruptcy is preparing the petition and attending the 341 hearing.
- (E). **Other Matters:** All other senior program referrals are charged at a maximum of 80% of the attorney's regular fee schedule.

## **RULE 16: MODEST MEANS PROGRAM**

### **16.1 Definition of Modest Means Program:**

The Modest Means Program is a public service program of the San Fernando Valley Bar Association's Attorney Referral Service intended to provide access to legal services for people of modest means. The financial guidelines for client eligibility is based on the federal poverty guides and are set at approximately 175 percent of the federal poverty level.

### **16.2 Determination of Referral Caller Eligibility:**

Client eligibility for the modest means program shall be determined by the A.R.S. staff only. Attorneys participating in the modest means program shall not, and may not, determine that a referral qualifies for the modest means program. Modest means eligibility determination by the A.R.S. staff is final. Eligibility can be determined by the ARS staff based on an oral interview but subject to proof being provided by the caller. If a caller fails to provide proof of modest means status, the A.R.S. staff shall revoke the client's modest means eligibility.

### **16.3 Determination of Attorney Eligibility:**

(A). Regular Panel Members: In order to be eligible to be referred modest means clients, an attorney:

1. Must be a member of the A.R.S. in good standing;
2. Must meet the requirements for the particular area of law panel in which the client seeks services;
3. Agrees to abide by all A.R.S. rules and requirements, and agrees to provide legal services at the set rates from the modest means program.

### **16.4 Attorney Fee Schedule for Modest Means:**

#### **(A) Family Law**

1. Hourly rate not to exceed \$175
2. Total fees not to exceed \$3,500 plus costs for uncontested dissolution or post judgment OSC, unless the ARS director has, in writing, authorized in advance a higher fee because of extraordinary circumstances and the client has been informed
3. Costs are charged in addition to fees

#### **(B) Estate Planning**

1. Hourly rate not to exceed \$175
2. Total fees not to exceed the below listed fees plus costs unless the ARS director has, in writing, authorized in advance a higher fee because of extraordinary circumstances and the client has been informed
  - A. Simple Will: \$250
  - B. Will with testamentary trust: \$850
  - C. Durable Power of Attorney: \$150
  - D. Advanced Health Care Directive: \$150
  - E. Deed or Affidavit: \$150
  - F. Intervivos ("Living") Trust with Pour-Over Will:
    - (1) Single Person: \$1,200
    - (2) Married Couple: \$1,700
  - G. Restatement of Intervivos Trust with Pour-Over Will:
    - (1) Single Person: \$1,200
    - (2) Married Couple: \$1,700
3. Costs are charged in addition to fees

#### **(C) Landlord/Tenant**

1. Hourly rate not to exceed \$175 plus costs in Unlawful Detainer actions

16.5 Audit of Attorney Billings:

All attorneys who wish to participate in the modest means program must agree to promptly submit all clients' billing to the A.R.S. Committee upon request. As a condition for receiving legal services at a reduced rate as set forth above, clients will be required to sign a limited waiver of confidentiality allowing the attorney to submit his or her billing to the A.R.S Committee if so requested by the Committee.

16.6 Percentage Fee:

Attorneys participating in the modest means program are not required to submit percentage fees to the service for modest means clients.

16.7 Suggested Language to Use in Fee Agreements with Modest Means Clients:

(A). Your eligibility for the Modest Means Program is conditioned upon providing proof of modest means status to the San Fernando Valley Bar Association Attorney Referral Service. If you fail to provide such proof as requested or if, based upon the information provided, you are determined not to qualify for the Modest Means Program, Paragraph (fill in your comparable paragraph number) regarding attorney fees would become null and void. In such case, if you wish this office to continue to represent you in this matter, we will do so at our normal hourly rate of \_\_\_\_\_ without any set maximum fee to be charged.

(B). LIMITED WAIVER OF CONFIDENTIALITY. Client is hereby informed that California state law requires that an attorney not disclose confidential communications or secrets of a client. Information contained in a client's statement fall within this area of confidentiality. Client hereby expressly consents to the disclosure (unless covered by a confidentiality agreement) of the billing statements and the information therein to the San Fernando Valley Bar Association's Attorney Referral Service for purposes of monitoring the Modest Means Program. This waiver applies to client's bills and statements only and shall not be construed as allowing attorney to disclose any other confidential communication, secret, or any other matters covered by the attorney-client privilege.

## SUGGESTED LANGUAGE FOR RETAINER AGREEMENTS

Fee Splitting Arrangement. This matter has been referred to this Firm by the San Fernando Valley Bar Association Attorney Referral Service (A.R.S), an entity which is not a partner or an associate of this Firm. A.R.S and the Firm have agreed that the Firm will share fees with A.R.S. for the time of (add attorney's name) in the following percentages: Firm: 85 percent; A.R.S 15 percent. This fee splitting arrangement will be handled as an accounting function through the Firm's Client Trust Account and will not appear on your billing, as it is a charge for the Firm and not for you. The charges of the Firm for (add attorney's name) time will not be increased solely as a result of the fee splitting agreement and the Firm represents that the fees of the Firm are not unconscionable as that term is defined in Rule 4-200 of the California Rules of Professional Conduct. This fee splitting arrangement is authorized by the California Rules of Professional Conduct, Rule 2-200(A) so long as the foregoing disclosures are made in advance and the client consents. Your signature below constitutes Your acknowledgment of the foregoing disclosures and Your consent to the fee-splitting arrangement described herein.

Limited Information Sharing: The A.R.S. is entitled to know the outcome of any legal representation, the attorney's fees received, and to audit the file to determine if it has received the appropriate amounts. Client hereby consents to the foregoing disclosure to the A.R.S., which will keep such information confidential unless under court order to disclose the information. This is a partial waiver of the rule of confidentiality between lawyer and client, but only as to client's bill and statements, and shall not be construed as allowing the Firm to disclose any other confidential communication, secret, or any other matters covered by the attorney-client privilege. Your signature below constitutes Your acknowledgment of Your right to consult independent counsel as to the foregoing disclosure and resulting waiver, Your knowing consent to the foregoing disclosure and resulting waiver, and your partial waiver of the attorney-client privilege.



**A.R.S. RULES OF OPERATION  
RULE REVISION  
JULY 12, 2005**

**Years of Practice:** To apply for membership in the A.R.S. a person must be an attorney licensed, in any state, for a minimum of three years.

**Trial Experience:** Where it appears in the present rules, the trial requirement for panel membership will be amended from 3 trials to 2 trials or equivalent experience as determined by the A.R.S. Committee. For the family law panel the requirement will be 3 trials or evidentiary hearings lasting at least 3 hours and involving testimony of witnesses and dealing with issues under the Family Code such as custody, support, paternity, dissolution, domestic violence and similar matters.

## QUALIFICATIONS FOR JURY TRIAL EXEMPTION IN CRIMINAL LAW AREA

### **Misdemeanors:**

1. Any 5 cases where the charge was:
  - a. DUI (23152 (a) or (b)
    1. A plea was entered to a charge other than 23152 (DUI) or 23103 (Reckless Driving) under 23103.5 (Plea of Guilty or Nolo Contendere to Reckless Driving)
    2. The blood alcohol level was .08 or above or a refusal.
  - b. Any misdemeanor charge resulting in a dismissal after the granting of a Motion per 1538.5 (Suppressing Evidence)
  - c. Charge was 273.5 (Domestic Violence) resulting in a plea to a charge other than 273.5 or 240-248 (Assault and Battery)
2. Any combination of the above

### **Felonies:**

1. Any 10 cases where the case is charged as a felony:
  - a. Case is dismissed after granting of a 1538.5 motion (Motion to Suppress) after a preliminary hearing was held or while the preliminary hearing was being held.
  - b. Any case where the charge is listed in Section 290 (Sex Offenders) resulting in a plea to a charge not listed in 290.
  - c. Conviction set aside by an appellate court
  - d. Granting of a Motion for a New Trial after conviction
  - e. Any Penal Code Section 187 (Murder) charge filed against the defendant, after a preliminary hearing, and a determinative sentence is negotiated.
  - f. Any three strike case where the new charge is one listed in 667.5 (c), (Habitual Criminals), after a preliminary hearing, and a determinative sentence is negotiated.
  - g. Any combination of the above