

Philadelphia Bar Association
LAWYER REFERRAL AND INFORMATION SERVICE
OPERATING RULES

1. PURPOSE

- 1.1 The purpose of the Lawyer Referral and Information Service (LRIS) is to provide a public service to the Philadelphia Community by providing individuals with legal problems access to lawyers and to legal help.

2. THE COMMITTEE

- 2.1 The LRIS Committee (the "Committee") shall provide general supervision to the LRIS.
- 2.2 The Chancellor of the Philadelphia Bar Association shall appoint a Chair of the Committee (the "Committee Chair").
- 2.3 Members of the Committee shall be appointed by the Chancellor upon recommendation made by the Committee Chair.
- 2.4 The Committee shall consist of 9 members serving staggered three-year terms. Each Chancellor shall appoint three members to the Committee.
- 2.5 All members of the Committee shall be members in good standing with the Philadelphia Bar Association.
- 2.6 The Committee Chair shall recommend for appointment to the Committee such number of members as necessary to maintain its 9-member quota.
- 2.7 The Committee shall establish the policies and procedures of the LRIS and perform such other duties as may be delegated to it by the Committee Chair.

3. OPERATION OF THE SERVICE

- 3.1 The Service shall be operated by the Director of the LRIS (the "Director") who must be an attorney licensed to practice law in Pennsylvania.

- 3.2 Under the supervision of the Director or the Director's designee, all employees of the LRIS who will be involved in the dissemination of legal information to inquirers, must be paralegals, law students or attorneys licensed to practice law in the Commonwealth of Pennsylvania and be members of the Bar in good standing.

4. PANEL MEMBERSHIP ELIGIBILITY

- 4.1 Applications are available from LRIS, 1101 Market Street, 11th Floor, Philadelphia, PA 19107, 215-238-6326. All applicants must meet the following requirements:
 - 4.1.1 Been admitted to practice law in the Commonwealth of Pennsylvania for at least one year;
 - 4.1.2 Carry professional liability malpractice insurance in a minimum coverage amount of \$250,000 per claim and \$500,000 in the aggregate;
 - 4.1.3 Be a member in good standing of the Philadelphia Bar Association.
 - 4.1.4 Regularly practice and be able to meet with clients in Philadelphia and/or the counties of Bucks, Chester, Delaware or Montgomery in a professional setting where client confidentiality can be maintained.
- 4.2 All applicants who wish to receive referrals on the Complex Divorce, Legal Malpractice, Major Jury, Medical Malpractice, Dental Malpractice and Products Liability panels must carry professional liability malpractice insurance in a minimum coverage amount of \$1,000,000.
- 4.3 All applicants must complete and sign a waiver form authorizing the LRIS to examine any and all material which is presently on file with the Disciplinary Board of the Supreme Court of Pennsylvania (the "Disciplinary Board"), the Pennsylvania Lawyers' Fund for Client Security (the "Fund"), the Judicial Conduct Board and/or the Court of Judicial Discipline (the "Judicial Board") or any of these agency's successor bodies. Panel members agree to sign such waiver on an annual basis.
- 4.4 Any applicant who has received disciplinary action from the Disciplinary Board or the Disciplinary Board of any other jurisdiction, will not be eligible for LRIS membership with the following exceptions:
 - 4.4.1 The action taken was a private informal admonition.

- 4.4.2 It has been at least three years since the discipline imposed was satisfied. This applies to other forms of private discipline other than an informal admonition as well as public discipline, including suspension of a license or disbarment.
- 4.5 Any applicant disciplined by the Judicial Board will be handled under the Rules relating to discipline by the Disciplinary Board.
- 4.6 Any applicant who has had a matter satisfied by the Fund will be ineligible for membership for a period of three years from the date of the Fund's action, or until the Fund's payment to the client has been reimbursed by the applicant, whichever comes later.
- 4.7 Notwithstanding the provisions of Paragraphs 4.1 through 4.6, any applicant may be denied admission to panel membership if the LRIS Committee, in its sole discretion, determines that the applicant's admission to panel membership would not be in the best interest of the Service and/or the Association.
- 4.8 Should the Service deny panel membership to an applicant under Rules 4.1 through 4.7, the applicant has the right to submit a request in writing at the Association within 30 days of notification of denial of panel membership, for an informal hearing before the LRIS Committee at one of the Committee's regularly scheduled meetings. Should the Committee affirm the denial of panel membership, the applicant has a further and final right of appeal to the Board of Governors of the Association, if such appeal request is submitted in writing at the Association within 30 days from receipt of an unsuccessful ruling by the LRIS Committee.

5. AREAS OF PRACTICE

- 5.1 An applicant may receive referrals in areas of the law in which he/she practices and is competent to handle such cases in accord with Rule 1.1 of the Rules of Professional Conduct.
- 5.2 Panel members can choose a maximum of 25 sub-category selections, from no more than seven practice categories listed (in bold). (See attached listing of referral panels.)
- 5.3 Certain category selections require the panel member to meet specific criteria beyond the general membership criteria for the LRIS. The panel member would need to complete and sign a special criteria form in order to receive referrals for that express area of the law.

6. PANEL MEMBERSHIP

- 6.1 Once an applicant has been approved for panel membership, he/she will be notified in writing of such approval.
- 6.2 The applicant will need to meet with the LRIS Administrator prior to being placed on the LRIS. At that meeting the lawyer will review the operating rules and regulations for panel membership and will be required to remit membership dues (see Page 9 for LRIS Payment Schedule).
- 6.3 All panel members must charge a fee of \$35.00 for the initial consultation of up to 30 minutes with the client, unless such fee is waived by LRIS.
- 6.4 The consultation fee is initially waived for referrals in practice areas where contingent fee arrangements are customarily made. However, if a percentage fee is earned on any such matter, the consultation fee becomes due in addition to the percentage fee. These practice panels include the following categories on the attached panel list:
 1. Negligence/Torts – Plaintiff
 2. Products Liability
 3. Social Security
 4. Workers' Compensation

Where circumstances warrant, the Director, in his/her sole discretion, may approve a request for waiver of the consultation fee in other matters.

- 6.5 A panel member is permitted to charge his/her normal fees after the initial 30-minute consultation, but must notify the client of those fees prior to the commencement of the consultation.
- 6.6 A panel member must remit a percentage fee to the LRIS for all services provided to the client for which the panel member received compensation. The percentage fee is in addition to the consultation fee. In the event that a panel member never receives the \$35.00 consultation fee from the client, but does receive other legal fees for services rendered, the member must still pay the \$35.00 fee in addition to the percentage fee owed.
- 6.7 Any legal matter(s) discussed or any representation arising out of a legal matter discussed during the initial consultation are subject to payment of a percentage fee in accordance with the LRIS Fee-Sharing Agreement.
- 6.7 See attached Percentage Fee Schedule.

- 6.8 Panel members must maintain a checking account in order to remain active on the Service, and payments of LRIS consult and percentage fees must be made by check. Client checks and money orders will be accepted as payment, but cash will not be accepted.
- 6.9 A panel member must notify a client at the outset of representation that a portion of the fees are payable to LRIS, and that LRIS is entitled (a) to know the outcome of any legal representation, (b) to know the fees received by the panel member and any other attorney with whom the attorney associates in the course of representation of the client, and (c) to audit the file to check for fees paid. Upon the settlement of any such action, the panel member is obligated to include LRIS with those who have a right to know about a settlement, to the extent necessary to allow LRIS to have knowledge of the terms of the settlement, including all attorney(s) fees paid in the case, whether paid directly, by another party or by settlement proceeds, so that LRIS may determine the portion of the panel member's fees to which it is entitled.
- 6.10 A panel member must keep detailed business records with respect to all matters referred to the panel member by the Service for at least five years after the matter is closed. These records shall include, but not be limited to, referral notices, fee agreements, billing and payment records, settlement agreements, releases and distribution sheets.
- 6.11 When a panel member enters into a contingent fee agreement with a client for a matter referred by the Service, and the matter is concluded by settlement or verdict, the panel member shall include a copy of the distribution sheet consistent with Pennsylvania Rules of Professional Conduct, Rule 1.5(c), and showing: a.) the total amount of the settlement or award; b.) the amount paid to client; c.) the reimbursable costs and disbursements out of the recovery; and d.) the amount paid to the attorney, along with payment of the percentage fee owed to LRIS.
- 6.12 A panel member who becomes ineligible to practice law for any reason shall immediately notify LRIS of the change in status. Upon receiving such information from any source, the Service reserves the right to contact the Disciplinary Board of the Supreme Court of Pennsylvania concerning such change in status, to contact potential clients referred by the Service to the panel member directly and to take any other action deemed appropriate by the Committee.
- 6.13 The panel member must immediately notify LRIS if his or her policy of professional liability insurance has changed or been terminated.

7. CASE REFERRALS & HOW THEY ARE GENERATED

- 7.1 Once the applicant has complied with all the requirements under these Rules and has remitted the appropriate membership fee, he/she will be placed on the LRIS computer system.
- 7.2 The computer system automatically places the panel member in the proper rotation for each specific category of law chosen.
- 7.3 Each category of law rotates independently. Accordingly, the number of referrals received for each specific category of law will differ, and a referral in one area will have no bearing on the timing of a referral in any other area.
- 7.4 LRIS staff members make referrals to clients based upon the information provided by the client. Before any referral is made, the client is told the following:
 1. The first consultation of up to 30 minutes with the referred attorney will cost \$35.00, except in instances where the fee is waived (See Rules 6.3 and 6.4); and
 2. Fees after the initial consultation of up to 30 minutes need to be discussed with the referred attorney.

The LRIS staff member inputs data taken from the client (name, address, telephone number and category of law needed) into the computer system, which then generates the name of the next panel member slated to receive a referral for that particular area of the law. The LRIS staff member will then provide the client with the referral. All referrals are made in the order in which they are generated by the computer program.

- 7.5 After the referral has been made, the computer will generate written notification to both the client and to the attorney of the referral.
- 7.6 Except as set forth below, a panel member to whom a client is referred by LRIS shall not refer the client to another firm. A panel member may act as co-counsel with another member of such panel member's firm. If the client does not engage the panel member or if the panel member determines for any reason not to accept representation, the panel member shall refer the client back to LRIS; provided, the panel member may refer the client to a non-profit entity or service which does not charge a fee for providing legal services to its clients and does not pay any referral fees. If the panel member wishes to co-counsel with an attorney who is not a member of the panel member's firm, the panel member must first speak with the Director, who in his/her sole discretion shall decide the matter on a case by case basis. If the panel member refers the client to or associates another attorney in violation of this section, the panel member shall pay to LRIS a percentage fee share

in accordance with the LRIS Fee Sharing Agreement attached hereto based on the total fees earned by all attorneys who received a fee for services provided to the referred client.

- 7.7 The panel member must provide follow up with the LRIS as to the status of a case referral within 30 days from the date the referral was made, including the remittance of consultation and percentage fees owed the LRIS for services rendered by the attorney.
- 7.8 Failure to remit follow up forms and/or consultation fees and/or percentage fees, will result in panel member suspension. Panel membership will be reactivated when compliance with Rule 7.7 has been completed.
- 7.9 The panel member must immediately notify LRIS of any password provided to any court to allow access to case activity information through the court or that court's web site.

8. COMPLIANCE

- 8.1 All panel members agree to cooperate with the LRIS administration and LRIS oversight committee in the event of any client complaints or any inquiries regarding fees earned on a case. In the event that a client files a complaint against a panel member, the panel member agrees to file a written response (including appropriate documentation) with the Director of the Service within 10 business days of receipt of the complaint. Upon good cause, the Director is authorized to extend the time period for response an additional 20 days.
- 8.2 Failure to respond to the Director within 10 business days of receipt of the client complaint (or within a Director-sanctioned extension) will result in immediate suspension from the LRIS panel, triggering the provisions of Rule 8.8. If this suspension remains in effect for more than 30 days due to the attorney's non-response, the panel member will be permanently barred from participation in the Service.
- 8.3 If the Service receives three or more written complaints regarding a specific attorney within a one year period, or for good cause, the LRIS Committee may require the panel member to appear before the Committee to discuss those complaints or other matters of concern to the Committee.

- 8.4 Should an attorney have a fee dispute in excess of \$350 with an LRIS-referred client, the attorney agrees that he/she will pursue the matter through the Fee Disputes Committee and will file suit against the client *only* when and if the client refuses to submit to binding arbitration. By becoming a member of the LRIS panel, an attorney also agrees that he/she will submit to binding arbitration should an LRIS-referred client file a fee dispute against him/her with the Fee Disputes Committee.
- 8.5 When a fee dispute of less than \$350.00 arises with an LRIS client, the panel member agrees to permit the LRIS Committee to conduct an informal hearing to determine a resolution of the dispute.
- 8.6 All panel members must have a written fee agreement with their LRIS clients.
- 8.7 All panel members must respond promptly, within 10 business days, to telephone and/or written inquiries made by the administration and/or compliance divisions of the LRIS and must furnish documentation when asked, including but not limited to settlement sheets and fee agreements. In addition, panel members understand that in order to ensure compliance with the fee sharing due the LRIS, that LRIS will from time to time contact clients directly for information on cases and fees paid.
- 8.8 Should an LRIS panel member not complete and return the Case Summary Report within the designated time frame, the panel member will be suspended and removed from referral rotation. The panel member will not be reactivated until the completed Report with payment of all fees due is returned to LRIS. The suspended panel member will also be responsible for payment of a reinstatement fee of \$50.00. Should the panel member be suspended more than once in a calendar year for failure to return the Case Summary Report, the reinstatement fee will be \$100.00 for the second and each subsequent occurrence.
- 8.9 The LRIS Committee Chair has the power to immediately suspend or remove a panel member from the Service for good cause including, but not limited to, non-compliance with Rules 7.6 through 8.4. Should such action be taken, the panel member has the right to submit a request in writing at the Association within 30 days of such action to request an informal hearing before the LRIS Committee at one of the Committee's regularly scheduled meetings. Should the Committee affirm the action of the Chair, the panel member has a further and final right of appeal to the Board of Governors of the Association, if such appeal request is submitted in writing at the Association within 30 days from receipt of an unsuccessful ruling by the LRIS Committee.

Lawyer Referral and Information Service Referral Panels

Please check the areas of law in which you would like to receive referrals. You are permitted to select up to 25 panels within 7 bolded categories of referral. Each box checked is considered one selection, with the exception of "house visits." Panels with an asterisk require that you meet special membership criteria. You MUST submit the corresponding Experience Requirements Form to be considered for a panel with experience requirements.

Administrative Law

- Federal Agencies (1502)
- State Agencies (1503)
- Attorney Discipline* (1504)
- Non-Attorney Professional Licenses* (1505)
- Misc/Other (1506)

Disabilities Law - ADA

- Employment Discrimination*(0102)
- Access* (0103)
- Transportation* (0104)
- Fair Housing for the Disabled* (3307)
- Adult Protective Services* (1210)
- Guardianship & Incapacitation* (1211)
- Estate Planning for Persons with Disabilities* (1212)

Admiralty* (0201)

Asbestos (0301)

Aviation (0401)

Bankruptcy

- Individual* (0501)
- Wage Earner Plan*(0502)
- Commercial* (0503)

Civil Rights

- Prisoners' Rights* (0602)
- False Arrest* (0603)
- Misc / Other* (0604)

Civil Service

- City (0701)
- State (0702)
- Federal (0703)

Commercial Law

- Anti-trust* (0801)
- Banking (0802)
- Collections (0803)
- Contracts (0805)
- Government Contracts* (0807)
- Securities* (0809)
- Truth-in-Lending (0810)

Consumer Issues

- Debtor / Creditor (0902)
- Fair Debt Collection* (0903)
- Fair Credit Reporting* (0904)
- General Consumer Complaints* (0905)
- Identity Theft* (0906)
- Lemon Law* (0907)
- Mortgage Foreclosures* (0908)

Corporate

- Corporations (1001)
- Franchises (1002)
- Non-profits (1003)

Criminal

- Expungements / Pardons(1108)
- Federal Criminal* (1109)
- Felony* (1101)
- Misdemeanor* (1102)
- Juvenile Delinquents* (1103)
- Crime Victims* (1104)
- Homicide* (1105)
- Appeals* (1106)
- Property Forfeiture* (1107)

Domestic Relations

- Divorce- Simple (1301)
- Divorce- Complex* (1302)
- Divorce- Deferred Payment* (1303)
- Custody* (1304)
- Visitation* (1305)
- Grandparent Visitation*(1306)
- Child Support* (1307)
- Spousal Support* (1318)
- Protection from Abuse (1319)
- Paternity* (1309)
- Adoption* (1310)
- Step-parent Adoption* (1311)
- International Adoption*(1314)
- Pre-Marital Agreements* (1315)
- Foster Parents (1320)
- Name Change (1312)
- DHS Matters/ Child Abuse* (1313)

Education Law

- Access to Records* (3402)
- School Discipline* (3403)
- Special Education* (3404)

Elder Law

- Nursing Home Law* (1402)
- Medicare* (1403)
- Misc / Other (1404)

Employment Law

- Employee* (2301)
- Employer* (2302)
- Employment Discrimination* (2303)
- Union* (2304)
- Family & Medical Leave Act (FMLA)* (2305)
- Wage & Hour (FLSA) * (2306)

Entertainment Law

- Sports* (1602)
- Publishing* (1603)
- Music & Recording* (1604)
- TV, Film, Theater, Modeling* (1605)

House Visits (1701)

(Attorney is willing to Make Home Visits to Disabled/Elderly Clients)

Immigration & Naturalization* (1801)

Insurance

- Health (1902)
- Property & Casualty (1903)
- HIPAA Violations (1904)
- Bad Faith Actions (1905)
- Misc / Other (1906)

Intellectual Property

- Copyright* (2002)
- Patent * (2003)
- Trademark* (2004)

International Law (2201)

Internet

- Copyright Violation Defense* (2202)
- Sales Transactions / Breach of Contract (2203)

Landlord / Tenant

- Landlord Representation (2402)
- Tenant Representation (2403)
- PHA Matters (2404)
- Commercial L/T (2405)

Liquor Control Board* (2501)

Medical Marijuana and Hemp Law* (0420)

Mental Health* (2701)

Military Law

- Veterans Law (2802)
- Selective Service (2803)
- Misc / Other (2804)

Negligence / Torts – Defense (2901)

Negligence / Torts - Plaintiff

- MVA / Slip & Fall / Other (2912)
- Assault (2913)
- Invasion of Privacy (2914)
- Legal Malpractice* (2904)
- Libel & Slander (2915)
- Major Jury* (2905)
- Medical Malpractice* (2906)
- Dental Malpractice* (2916)
- Property Damage (2907)
- Personal Property (2911)
- Nursing Home/LTC Neglect (2918)

Pensions

- Employer* (3002)
- Employee* (3003)
- ERISA* (3004)

Products Liability

- Lead Paint* (3102)
- Food & Drug* (3103)
- Misc / Other* (3104)
- Products Liability – Paxil *(3105)
- Products Liability – Pelvic Mesh* (3106)
- Products Liability – Reglan* (3107)
- Products Liability – Risperdal* (3108)

Products Liability – Talc* (3109)

Products Liability – Xarelto* (3110)

Products Liability – Yaz *(3111)

Products Liability – IVC Filter *(3112)

Public Utilities (3201)

Real Estate

Transactions– Residential* (3310)

Transactions– Commercial* (3311)

Condominium/Co-Op Conversions & Sales* (3312)

Construction Law (3313)

Fair Housing / Housing Discrimination* (3314)

Eminent Domain (3303)

Environmental* (3304)

Litigation* (3306)

Zoning* (3308)

Fraudulent Conveyance (3309)

Misc / Other (3315)

Small Claims Court (3601)

Social Security

Administrative Hearing* (3701)

Appeals to District Court* (3702)

Misc / Other (3704)

Taxes

City* (3801)

State* (3802)

Federal* (3803)

Traffic Court

Moving Violations (3902)

DWI (3903)

License Suspensions (3904)

Misc / Other (3905)

Unemployment Compensation

Hearing (4002)

Appeal (4003)

Wills & Estates

Simple Will (1201)

Small Estate Administration* (1215)

Complex Estate, Trust, Tax Planning and Administration* (1216)

Will Contest / Estate Controversy* (1204)

Living Will (1205)

Power of Attorney (1206)

Guardianship (1207)

Welfare (4201)

Workers' Compensation

Federal* (2909)

State* (2910)

Appeals* (2917)

LRIS Registration Fees

The LRIS membership year runs from April 1st through March 31st. Annual dues are \$395.00, a portion of which supports advertising for the Service. Dues may be paid either in one lump sum payment of \$395.00 or in two installments of \$197.50 each, with the first installment due on April 1st and the second installment due on October 1st.

Attorneys who join the service after October 1st are charged prorated dues in the amount of \$197.50, which are payable at the orientation interview.

LRIS Fee-Sharing Agreement

Attorneys serving on the Lawyer Referral and Information Service panel shall charge clients referred to them through the Service a \$35.00 fee for the first half-hour consultation. The consultation fee must be forwarded to the LRIS, and panel attorneys are not permitted to charge any more or any less than the \$35.00 fee for the initial, thirty-minute consultation.

Fees charged beyond the first half-hour consultation are to be negotiated directly between the LRIS panel attorney and the client. LRIS does not set fees for its attorneys' services, but requires that panel attorneys have a written fee agreement with each client and submit to binding arbitration through the Bar's Fee Disputes Committee should a problem arise (see Operating Rules).

For all matters referred, panel attorneys shall pay to LRIS a percentage of any fees earned and received from clients referred through LRIS according to the schedule below. The percentage applies to the entire fee earned and received. For example, if a panel attorney earns and receives \$9,000 in a referred matter, the percentage fee owed to LRIS is \$900 ($\$9,000 \times 10\% = \900). If a panel attorney earns and receives \$11,000 in a referred matter, the percentage fee owed to LRIS is \$1,650 ($\$11,000 \times 15\% = \$1,650$). If a panel attorney earns and receives multiple fee payments in a referred matter, when the fees earned and received exceed a higher percentage threshold, the higher percentage fee share applies to the entire fee earned and received. Example: A panel attorney earns and receives a payment of \$9,000 in a referred matter, and has paid LRIS \$900. The panel attorney then earns and receives a payment of \$2,000 in the same matter. The panel attorney then owes LRIS \$750. ($\$9,000 + \$2,000 = \$11,000$. $\$11,000 \times 15\% = \$1,650$. $\$1,650 - \900 previously paid = \$750 due LRIS).

Attorney's Fee	Percentage of Fee to be Given to LRIS
\$0 to \$10,000	10 percent of entire fee
\$10,001 to \$20,000	15 percent of entire fee
\$20,001 to \$35,000	20 percent of entire fee
over \$35,000	33⅓ percent of entire fee