

LRS Member Agreement
Please read this agreement with care.

1. I am currently authorized to practice law in Arizona.
2. I have never been removed as a member from the Lawyer Referral Service panel for disciplinary reasons.
3. I understand that membership in good standing with the State Bar of Arizona is required. I understand that non MCBA members are required to pay the current non-member surcharge for LRS membership.
4. I have professional liability insurance of at least \$100,000 per claim/ \$250,000 aggregate and I have furnished a copy of the declarations page of my liability insurance policy. I will inform the LRS of any change or cancellation of my insurance, and will supply the LRS with a new declarations page when my current policy is renewed or changed. I understand that I will be suspended from the LRS and cannot accept any referrals during any period that my professional liability insurance is not in effect.
5. I am presently not under suspension or probation, by the Arizona Supreme Court and/or the State Bar of Arizona. I understand that I may be suspended from the LRS, pursuant to the procedures set forth in the LRS Quality Assurance Procedures, as amended from time to time (a copy of the current version of which has been provided to me with this Agreement and is incorporated herein by reference) in the event that discipline is recommended by the State Bar of Arizona. I agree to advise the LRS of any actions taken by the State Bar of Arizona relative to my conduct. I authorize the LRS to verify my disciplinary status with the State Bar of Arizona, and I authorize the State Bar of Arizona to release to the MCBA LRS a record of any and all disciplinary action, whether pending or completed, private or public, during the current membership year and the two prior calendar years.
6. I have read and understand the Quality Assurance Procedures of the LRS. I agree to cooperate with the LRS in the investigation of client complaints regarding my services. I recognize that I can, by action of the LRS Committee, be removed from the LRS as outlined in these procedures.
7. I have legal knowledge, skill, thoroughness and preparation necessary to represent clients in the areas I have selected. Experience in a particular field of law may be required in order to serve on specific panels or to provide representation in some circumstances.
8. I will not hold the LRS responsible for, or a party to, an action for negligent referral and will inform the LRS of cases I cannot handle.
9. I agree to provide a consultation for each person referred to me by the LRS, subject to my right to refuse acceptance of any case based upon the Rules of Professional Conduct. **I will not screen the referrals to avoid cases that appear to be less desirable.**

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10. I understand that callers seeking referral through the LRS agree to pay a \$35 administrative fee. This fee is collected by the LRS before the consultation. An administrative fee is NOT collected for the following cases: Personal Injury and Worker's Compensation.
11. I will meet with the client for a minimum of one-half hour. If I decide not to render additional service, I will advise the client and will refer the client back to the LRS. The LRS will provide up to three (3) consultations for the same problem, all for a charge.
- 12. I understand that I may NOT refer individuals on to colleagues within my law firm or to other practitioners unless authorized by the LRS in each particular instance.**
13. I understand that I must not charge for the first one-half hour of consultation, and that any additional financial agreement is between me and the client. I will inform clients of my fee structure during the initial consultation and I will explicitly inform the client at which point the free consultation ends and the fee for services begins. A client **will NOT pay more for my legal services because of my agreement with LRS.** Specifically, I will not increase my fees to the client in order to offset amounts due to LRS because of my membership in the Service.
14. After an attorney-client relationship exists, I understand that it is my responsibility under the Arizona Rules of Professional Conduct to inform clients whether or not I will be doing further work for them.
15. I agree to return all administrative forms and reports within 30 days. The LRS will provide a quarterly accounting of all referrals until such time as the attorney states the case has been closed. I understand that the LRS may suspend me or not refer new clients if I have not returned reports promptly.
16. I understand that a percentage fee agreement applies for all referrals made by the LRS. Beginning with cases referred on or after April 1, 2008, I agree to the fee sharing (see LRS Rules 2a). The percentage fee agreement is: **an amount equal to 10% of all fees earned by panel members on cases or matters referred by LRS on which the panel member has earned and received fees in excess of \$500 (net of any unreimbursed expenses) shall be payable to the LRS as received/fully earned for any cases or matters referred by the LRS. Fees are calculated individually on each referred case and apply to all fees for services rendered in connection with the referred matter, including fees due to other attorneys with whom the panel attorney might partner in order to provide service to the client.** The percentage fee agreement applies to all fees received for cases referred by LRS **even if the attorney does not maintain active membership in the LRS.** Percentage fees are due to the LRS in a timely manner, either upon receipt by the attorney or with Quarterly Status Reports.

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17. I understand that should I withdraw from LRS membership, I am still bound by this agreement with regard to all clients referred through the LRS. I agree to a) return all administrative reports with updated cases status information until such time that I certify that all referred cases have been closed, and b) to pay percentage fees as per this agreement on the fees collected from all referred matters after April 1, 2008.

18. I agree to accept referred clients for consultation in the substantive areas checked on the Membership application. I am or have remitted the appropriate membership fees to the MCBA. I recognize that these fees are non-refundable.

19. I agree to abide by all the Rules of the Lawyer Referral Service, as amended from time to time, recognizing that rules are subject to reasonable changes during the course of the year. A copy of the current Rules was provided to me with this Agreement and is incorporated herein by reference.

Signature of Attorney

Date

Printed Name of Attorney