

MORRIS COUNTY BAR ASSOCIATION
LAWYER REFERRAL SERVICE APPLICATION
Morris & Sussex Counties

COMPLETE & RETURN WITH YOUR CHECK & INSURANCE CERTIFICATE

NAME: _____ FIRM: _____

ADDRESS: _____

PHONE: _____ FAX: _____ EMAIL: _____

Year admitted to N.J. Bar _____ Other states where you are admitted _____ Engaged in active practice since _____

My practice includes litigation: (Yes)/ (No) Foreign languages spoken _____ Will you make house calls? (Yes)/ (No)

List Federal courts to which you are admitted: _____ Handicapped accessible? (Yes)/ (No)

Areas in which I currently practice and am competent and for which I would accept referrals: **(circle 3)**

Administrative Law, DMV*

Appeals

Bankruptcy

Civil Rights, Discrimination*

Civil Service

Consumer

Corporate, Business, Commercial*

Criminal, Juvenile*

Debtor, Creditor, Foreclosure*

Education

Employment, Unemployment Appeals*

Environmental

Estates, Wills, Elder Law*

Family, Matrimonial, Abuse, Adopt, Appeals*

Immigration

Insurance

Landlord, Tenant*

Municipal Court

Negligence, Product Liability, Other Personal Injury*

Including Class Action Suits - Yes / No

Patents, Trademarks, Copyrights, Intellectual Property*

Professional Malpractice: Medical, Legal, Other*

Including Class Action Suits - Yes / No

Real Estate

Real Estate Tax Appeals

Securities

Taxation

Workers Compensation: State, Federal *

Zoning

**Circle only those areas in which you are competent & will accept referrals. For example, if you have a landlord/tenant practice, but represent landlords only, circle "landlord" but not "tenant."*

I agree to maintain professional liability insurance in the minimum required amount of \$100,000 per claim with a \$300,000

Aggregate for all claims. Name of malpractice carrier: _____

Limits Carried: _____ Deductible: _____

I acknowledge that I am licensed to practice law in the state of New Jersey and that I am a member in good standing of the Morris County Bar Association and am willing to serve persons referred to me by the Morris County Bar Association's Lawyer Referral Service (hereinafter referred to as LRS). I further certify that:

I. Requirements and Rendition of Services

A. I have been engaged in the active practice of law for one year and have chosen three areas of concentration each of which Comprises at least 25% of my practice. The LRS will make no representation to the public concerning the competence of the attorneys Participating in the LRS. It will advise those members of the public who inquire that the attorneys have designated certain areas of the law in which they will accept referrals from the LRS. I certify that I will not accept representation or continue representation in a matter for which I am not qualified or competent. If I agree to undertake the representation of the person referred by the LRS, I will be individually responsible for the matter and services rendered. The LRS and the Bar Association will have no responsibility for my services. In the event I receive a referral that I am unable or unwilling to accept, I agree to tell the prospective client to call the LRS for another attorney's name. I will not refer the prospective client to another attorney. No other attorney in my firm will become primarily responsible for a LRS case unless s/he is a LRS participant. I agree not to contact the prospective client until he/she has initiated contact with me. I execute a waiver of confidentiality which authorizes the District Ethics Committee to release to the LRS any information on file with the District Ethics Committee about any public or private discipline given to me.

B. I will pay the LRS an annual registration fee of \$200 which will be payable on March 1 of each year. Any participant who becomes 45 days delinquent in the payment of the bar association annual dues will be suspended from the LRS but will be reinstated if payment is made within the current year.

C. I agree to charge a maximum fee of \$50 for the first half-hour's consultation. The charge is to cover conference and advice only and does not include the preparation of letters and/or legal papers.

D. The LRS shall be paid 15% of any fees in excess of \$750, whenever such fees are received by me, exclusive of costs and disbursements. In contingency cases, the 15% payment will be made at the time I disburse the fee to myself. The 15% shall be immediately paid to the LRS as I receive payment (or partial payments) from the client, or as I draw payment(s) from the client's retainer, as my work progresses on a matter.

I agree that for each referral fee due to the LRS, I will provide the LRS a written detailed calculation of how the 15% referral fee was Derived from the legal fees I received in the matter. Payment to the LRS shall not be withheld or delayed because the matter is still pending or because my fee has not yet been paid in full. I acknowledge that the LRS has no responsibility whatsoever for collection of fees from clients. There shall be no offset to the 15% due the LRS in the event my fee is not paid in full by the client. I further agree to keep the LRS apprised of the status of the case and of any fees owing.

The LRS reserves the right to request additional information from the attorney or the referred client. Failure to keep the LRS advised of the status of any matters referred by the LRS will result in my name being removed from the LRS list. I further agree that the client shall not be billed an additional amount to cover the referral fee and that the combined fees and expenses billed to the client shall not exceed the total charges which would have been billed to the client if the LRS had not been involved. I further agree that the LRS shall have access to my records of referral matters in the event of a dispute concerning the referral fee.

E. I agree to be responsible for entering into the attorney/client relationship and for accounting to the LRS for all fees collected as a result of referrals referred through the LRS. In the event of any dispute between the attorneys to whom a case was referred and the LRS for the payment and/or collection of an attorney's fees, the attorney and the LRS agree to submit any dispute in excess of \$1000 or more to arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The attorney and the LRS agree that the arbitration shall be conducted by one arbitrator selected from the panel of arbitrators of the American Arbitration Association. If any arbitration or legal action is required with respect to the collection of fees owing by the attorney to whom a case was referred, said attorney will be responsible for attorney fees and court costs.

F. I agree to advise the LRS in writing, in the event I desire to be removed from the LRS list of participating attorneys; am convicted of a crime; am disciplined by a District Ethics Committee; am no longer a member in good standing of the Bar of the State of New Jersey or of the Morris County Bar Association; or am no longer covered by the malpractice insurance described on page 1 of this application.

G. I agree to advise the LRS, in writing, of any change of address, law firm or employment. In the event of a change in my law firm, I shall advise the LRS of who will continue to have responsibility for the file, and such person shall be a member of the LRS.

II. Panels

Attorneys participating in the LRS will be assigned to panels in particular fields of law in the following manner:

A. LRS will use a system of affirmative designation where the attorney can choose to be listed on various panels which have been established by combining related types of cases. The attorney's choice should reflect the types of cases s/he presently is handling, in which s/he has experience, and for which s/he can represent a client competently as required by the Rules of Professional Conduct. By selecting a panel, the attorney warrants that s/he is competent to represent someone in that field of practice.

B. An attorney may select a panel and receive referrals of the type of cases within the panel(s) when one of the following requirements is met:

1. The attorney certifies that s/he has handled five cases of the type listed within the last five years; or
2. Twenty-five percent of his/her practice has been in each of those areas the attorney has indicated he/she is willing to handle.

C. An attorney who is denied a panel classification of his/her choice or removed or suspended from a panel will have available a procedure of reconsideration and appeal.

III. LRS Review and Discipline

The LRS Committee will have the authority to examine a prospective panel member's application to determine the attorney's Continuing eligibility and to adjust panel membership when necessary. The LRS Committee may deny panel membership or remove or suspend a panel member at any time for good cause, as determined by a majority of the Committee, which includes, but is not limited to:

1. Institution of criminal charges involving theft, embezzlement, or fraudulent appropriation of property;
2. Violation of the Rules of Professional Conduct;
3. Suspension, disbarment, or resignation from the practice of law;
4. Failure to obtain or maintain the required legal malpractice insurance;
5. Falsification of data required by LRS;
6. Failure to pay the annual registration fee or otherwise comply with the LRS Rules and Procedures.

If the LRS Committee fails to approve a prospective panel member after consideration of his/her application and disciplinary record or moves to remove or suspend a panel member, the attorney concerned will be notified in writing of the intention and reasons thereof, and will be offered the opportunity to make a written or oral response to the Committee or its designate.

An attorney may withdraw from a panel or the LRS at any time upon written notice to the LRS, but s/he shall not thereby be relieved of the duty to dispose of, in accordance with the Rules and Procedures, any pending cases or any obligation incurred during membership.

I submit this application for panel membership which supplies the LRS with the above information as well as my agreement to abide by the purpose, policies, procedures, and requirements of the LRS as set forth herein or as adopted by the Trustees of the Bar Association or the LRS Committee.

SIGNATURE: _____ **DATE:** _____

Please type your name: _____ Please enclose fee : _____ (\$200 payable to MCBA)

Return your application form, your check (**payable to MCBA**) and your insurance certificate to
MCBA Lawyer Referral Service 40 Maple Avenue, 2W, Morristown, N.J. 07960