The King County Bar Association is the only ABA certified referral service in the state of Washington. All rules and procedures fall within the scope of the US Supreme Court model rules for LRS.

1) **Purpose.** The Lawyer Referral Service (LRS) of the King County Bar Association exists to provide legal referrals for members of the public to qualified attorneys. The LRS works with other legal service organizations to provide a comprehensive system of information and service.

2) **Management.** The LRS is managed by the LRS Committee appointed by the President of the Board, and the Lawyer Referral Manager. Operational responsibility is delegated to LRS staff that screen potential clients and make referrals to panel attorneys when appropriate. All communications between LRS staff and panel attorneys or clients is treated as attorney client privilege. Such communication will not be divulged to anyone outside LRS without the express written consent of the client, except to an attorney member of the LRS or a special legal program of the King County Bar Association in furtherance of client representation.

3) **Panel Membership.** In order to be a member of the LRS, an attorney must:

   a) Be a member of the WSBA in good standing, or, in the case of attorneys practicing exclusively Immigration Law, be a member of any state bar in good standing.

   b) Certain subject matter panels have basic experience requirements for panel membership. Members must complete an experience form to show they meet the requirements for those panels. Experience standards are set by the LRS Committee which is appointed by the King County Bar Association Board.

   c) Have professional office availability for client meetings, conferences, receipt of service and other formal contacts. Professional offices include virtual offices that can receive services on your behalf and provide access to meeting rooms and video conferencing. If the panel member uses a home office exclusively, it must have a separate entrance for clients, unless otherwise approved.

   d) Agree to abide by the rules and procedures of the LRS.

   e) Have not been removed from the panel within the previous six months, pursuant to Section VI of these rules.
f) Maintain an errors and omissions liability insurance policy. **Litigation panel participation:** $200,000 each occurrence and $500,000 aggregate. **Mediation/Arbitration panels only:** $100,000/$300,000 is required. A copy of the declarations page must be provided to the LRS. *(Failure to submit updated proof of insurance or timely renewal will result in deactivation from the panels)*

g) Remit the annual registration fee and registration form and updated proof of insurance in a timely fashion. The registration fee is $200 for KCBA members and $460 for nonmembers.

h) New registrants for the LRS panel may be interviewed by the LRS Director or an LRS Committee member prior to activation on the panel.

i) Panel membership is limited to 5 of the major areas of practice for the “specific experience required” panels. For panel members who qualify only for the “limited experience” panels, a maximum of 3 panels may be selected.

4) **Panel Operation.**

a) Referrals are made on a rotating basis within subject matter panels, with consideration of the geographical location. Clients receive up to three referrals without an additional fee. Referrals may be provided one at a time or all at once.

b) If the panel member will be unavailable for more than a week, LRS should be notified and the panel member will be placed on inactive status for the period of unavailability. This also reserves the panel attorneys place in the rotation.

c) LRS intake staff will screen the client to determine the nature of the client’s issue and if appropriate make a referral. *Intake staff are not attorneys and cannot make decisions about the merits of a case.*

d) Attorneys will receive an email of the referral when the referral is made. Notification of the referral will be made via email only.

e) A $45 referral fee will be charged prior to making the referral for all cases with the exception of: SSI/SSDI, criminal defense, worker’s compensation and plaintiffs’ personal injury. An administrative fee may be implemented for criminal defense, worker’s compensation and plaintiffs’ personal injury upon approval of the Executive Director. The administrative fee may be, waived, on a case-by-case basis, at the discretion of the LRS Manager.

f) Referrals are made without regard to race, color, creed, national origin, sex, age, religion, sexual preference, or actual or perceived disability of either the client or the attorney.

g) Random client satisfaction questionnaires will be mailed periodically to evaluate the service provided by the LRS staff and panel attorneys.
h) Quarterly case statements will be sent via email to panel members for all cases shown as pending. The panel attorney shall update the status, and indicate any fees owed, for each pending case. Statements shall be updated and returned to the LRS within 30 days.

5) Panel Member Responsibilities.

a) Initial Consultation - The panel member shall personally meet with the referred client for a half-hour consultation without charge. An assistant or paralegal may not screen the client on behalf of the panel attorney. The client may request a telephone consultation. The referral confirmation for shall be returned to LRS within 30 days, indicating whether the attorney met with the client, and if the client has been retained for additional services.

b) If the client retains the panel member, the member shall establish a written fee agreement in advance of performing services beyond the first half-hour consultation.

c) Client referrals are made to individual lawyers, not law firms. The panel attorney is responsible to assure the all reporting forms and fee share payments are submitted to the LRS program in a timely manner.

d) If a panel attorney leaves a firm, is not in a position to take a case, or, it is in the best interest of the client, the client may be referred to another member of them firm, only if that attorney is also an LRS panel member. Any such referral shall follow written notice to the LRS manager within 10 days.

e) If an attorney, for whatever reason, is not in a position to represent a client, and there are no eligible firm members in which the client could be transferred, the client must be referred back to the LRS program.

Any panel member who transfers a client to a non-LRS panel member, shall be liable to LRS, for the fee share as stated in VI (1), with regard to any fees earned by the subsequent attorney.

The foregoing prohibition shall not prevent a panel member from utilizing another attorney as co-counsel if required by the panel member’s professional responsibility to the client; however, a panel member who utilizes co-counsel will be liable to LRS for the fee share on all attorneys’ fees derived by both the panel member and co-counsel. The panel member shall give written notice of this requirement to co-counsel at the time the co-counsel relationship is established.

f) Fee Share: panel attorneys, mediators and arbitrators shall report the total amount of attorney fees collected by that attorney or his/her firm from LRS clients, which arise out of the subject matter of the original referral, and remit the appropriate fee share as outlined below.

1. The fee share for cases where fees are $1,000.00 and above, will be remitted according to the tiered fee structure as follows:

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<thead>
<tr>
<th>Amount of Fee</th>
<th>Fee Share % owed</th>
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A. 0-$999 No fee share owed
B. $1,000 – $24,999 14% on entire amount of fee up to $24,999
C. $25,000 + 20% on entire amount of $25,000 and above
Add B + C together for fee share owed KCBA

2. **Cases referred prior to July 1, 2012**, the panel attorney shall remit a fee share of 10% of total fees, if fees are $300 or above. If fees are $299 or below, no fee share is owed.

3. Fee share remains in effect, as stated above on the total fee collected by the attorney(s) in class action cases.

4. Interest of 10% per annum shall apply on any fee share due, if the panel member fails to pay the LRS within thirty (30) days from the receipt of the settlement check.

5. The client should be informed of the fee-sharing agreement with the LRS, and included in the written fee agreement or engagement letter. (See last page of document for sample language)

6. LRS may accept credit cards for fee share payments, but a 1.5% fee will be added.

7. If the client is paying in installments, the fee share may be submitted periodically or when the fees are paid in full.

8. The panel member shall not charge any additional fees or increase the fee for the purpose of compensating for any amount due LRS.

a) If a settlement agreement is sealed, the confidential nature of the settlement must be clearly stated on the paperwork submitted with the LRS fee share.

b) The client remains an LRS referral client for the duration of the matter referred, even if the attorney leaves the LRS panel. Any cases related to the original case, such as an appeal or secondary law suit, is subject to fee share. If a client later brings a different matter to the attorney, that matter is not subject to the LRS fee share.

c) The panel member shall treat the LRS-referred client with the same attention and respect as any other client.

d) The panel member may contact client by letter or phone, indicating that his/her name has been referred from LRS and giving instructions on how to make an appointment pursuant to RPC 7.3(a).

e) The panel member must inform LRS of any disciplinary matters pending before the WSBA or other state or federal disciplinary authority.
Panel members must provide the name and phone number of the / an attorney designated to take over pending cases in the event the panel member becomes incapacitated. (see LRS Application.)

VI. Rejection, Suspension, or Removal from Panel. The Committee may reject an attorney’s application for panel membership or suspend or remove an attorney for any of the following reasons:

a) One or more complaints substantiated by a preponderance of the evidence showing violation of the Rules of Professional Conduct.

b) One or more complaints substantiated by a preponderance of the evidence involving failure to perform promised work, failure to communicate case status, rudeness towards clients, or actions that are discriminatory.

c) The membership or the continued membership of the attorney is likely to bring discredit or disfavor on, or otherwise adversely affect, LRS. Professional discipline, short of suspension or disbarment, shall be considered as to the attorney’s continued membership in LRS.

d) Failure to carry the minimum required professional malpractice insurance.

e) Failure to report or timely remit fees due LRS

f) Conduct that indicates instability or substance abuse such that the Committee determines the applicant/member cannot properly perform as an LRS member.

g) Failure to cooperate with the Committee in any investigation concerning a complaint.

h) Failure to abide by any LRS rules or procedures.

i) Failure to submit case questionnaires for two consecutive quarters.

VII. Client Complaint Procedure.

a) Clients with complaints regarding the LRS program, or a panel member will be sent a complaint form, including a waiver of attorney-client privilege with respect to information relevant to the complaint. The form must be returned to LRS to open a complaint.

b) The LRS Manager will notify the panel attorney when a complaint is filed, and gather additional information from the client and the attorney.

c) Failure by the client to provide requested information will result in the closing of the complaint. Failure of the panel member to provide such information may result in a recommendation to the Committee of suspension from the panel member.

d) The LRS Manager will report to the Committee.
e) If the Committee believes that reasonable grounds exist for suspension or removal, the Committee chair will so notify the panel member.

f) If the matter appears to be an ethical complaint or fee dispute, the client will also be referred to the WSBA.

g) If the Committee recommends suspension or removal of the panel member for any reason, the member may request a meeting with a three-person review committee appointed by the LRS Committee chairperson.

h) The review panel will make a recommendation to the full Committee, which will determine the action to be taken. There will be no further right of review.

VII. Fee-sharing Review Process.

a) Panel members shall, under any of the circumstances outlined below, allow the Lawyer Referral Committee or its designee to review members’ accounting and financial records of LRS-referred clients.

1. The panel member receives a high number of referrals, but has reported no or an unusually low number of retained cases.

2. The panel member has failed to return two consecutive quarterly case status reports.

3. There is a discrepancy between information reported by the attorney and that reported by the client.

4. The panel member has failed to report a retained case.

5. The panel member’s name is randomly selected.

6. Such other reason as the Committee determines is sufficient.

b) If the Committee selects a panel member for review, the member shall be given notice by mail, along with a request for specific relevant information or documents. The notice shall specify the reason for the request.

c) The Committee shall appoint a committee member or other person to conduct the review. The review shall be conducted with as little inconvenience to the panel member as possible.

d) The reviewer shall report to the Committee at the next monthly meeting of the Committee. The full Committee shall consider the report and make a determination. If it is determined that the panel member has fulfilled his/her obligations to LRS, there will be no further action. If it is determined that the member has not met those obligations, the Committee shall set out the
steps required for the member to maintain panel membership and the timetable for compliance.

e) If the panel member does not cooperate with the review or with the determination, his/her membership in the LRS shall be terminated. The Committee may also report the member to the WSBA.

f) All communications, documents, and other information obtained under this rule are confidential and such information shall not be released to anyone other than the LRS committee members, the LRS Manager, or, in some circumstances, the WSBA, or to enforce the LRS agreement.

IX. Reinstatement of Suspended Panel Member

a) If the panel member has been removed due to a complaint, the attorney may reapply six months after removal upon a showing that the problem has been corrected.

b) If the panel member has been removed due to failure to abide by the administrative provisions of these rules, the member may be reinstated upon compliance.

b) Limited Scope / Flat Fee Legal Services

a) The LRS may establish a panel specifically for the purpose of providing limited legal services.

b) Clients may be referred to such panel members for:

1. Pleading preparation
2. Coaching / Strategy
3. Limited appearance
4. QDRO preparation
5. Demand Letters / Contract review
6. Other matters that may be appropriate for limited services.

c) Referral Process: clients whose situations appear suited to limited legal services will be given two names (rather than three) due to the time sensitive nature of these matters.

d) Fee Share: A 10% fee share will be owed to LRS for clients where the total fee collected is over $300 for unbundled or Flat Fee matters. A reduced referral fee may apply, or be waived at the discretion of the LRS manager. The half hour free consultation shall not apply for the limited scope/flat fee services.

X. Indemnification.

The panel member agrees to indemnify King County Bar Association from any or all claims, liability, or loss incurred through any negligence or intentional conduct of the attorney which causes damage
to a client referred by LRS. In addition, the attorney agrees to waive any or all claims against King County Bar Association for loss arising from the operation and policies of LRS.

Sample Language to Add to Fee Agreement with LRS-Referred Clients

I, the undersigned Client, understand that since this matter was referred by the King County Bar Lawyer Referral Service (LRS), Attorney pays the LRS 14% of attorney fees, as permitted by the Rules of Professional conduct, RPC 1.5(e)(1), if fees are $1,000 or more. A fee share of 20% will be in effect for the portion of fees of $25,000 and above. I consent to Attorney informing LRS of the total settlement amount even in cases where the settlement is otherwise undisclosable, and, under appropriate circumstances, allowing review of the attorney’s accounting and financial records pertaining to this case to determine the proper payment of the fee share agreement.