



LeGaL Lawyer Referral Network
Rules for Network Membership*

About the LeGaL Lawyer Referral Network

The Lawyer Referral Network (the “Network”) is a service of The LGBT Bar of Association of Greater New York (“LeGaL”).

The Network is operated as a public service and exists primarily for the benefit of the public. The Network assists individuals in need of legal services or advice, by helping them determine whether they require and may be able to hire the services of a lawyer in private practice and, if so, referring them to attorneys who have been screened by the Lawyer Referral Network Committee of LeGaL (the “Committee”) and who agree to abide by its rules. When appropriate, the Network refers individuals to other programs or agencies. The goals of the Network are (i) to provide information and referrals to lawyers with a general understanding of the needs of the greater LGBT community, (ii) to recommend lawyers with a commitment to the LGBT community or to provide other resources to provide competent, ethical and culturally sensitive legal advice and representation, and (iii) to educate the LGBT community and the greater general public about legal representation.

In consideration of being listed as a Member of the Network, each Member shall be bound by the rules of the Network, as in effect from time to time.

Network Application Process

“Member” means any attorney listed by the Network from time to time as eligible to receive referrals of legal matters within that Member’s areas of practice. “Membership” means the status of an attorney as a Network Member.

Membership in the Network is open to attorneys who are in good standing before the Bar of the State of New York, who actively practice law in the New York City metropolitan area, who have been actively practicing law for more than two years, who are current members of LeGaL, who agree to abide by LeGaL’s non-discrimination policy, who meet the Committee’s requirements for Membership, and who agree to be bound by rules of the Network as in effect from time to time.

An attorney who desires to be listed as a Member shall make an application to the Committee in such form as shall be established from time to time by the Committee.

The Committee shall review the suitability for Membership of each Member or applicant for Membership and may, if a lawyer's application for Membership is deemed inadequate or deficient, deny such application without an interview. If the application is denied, the applicant shall be so informed in writing.

Each applicant for Membership shall be required to submit to a personal interview. Members who wish to renew their Membership may be required to submit to an interview.

In evaluating applicants for Membership, including applicants for renewed Membership, the Committee 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 their specified area(s) of practice; 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 Network even if it is unlikely that fees will be generated; the applicant's commitment to issues affecting the greater LGBT community, especially as they may impact on the representation of an LGBT client; and the applicant's willingness to abide by and comply with the rules of the Network and to deliver legal services to clients in a manner consistent with the goals of the Network.

The Network may contract with a software provider to use an online platform to facilitate attorney requests and referrals. The Member understands and agrees that creating a user profile on the online platform may be required to participate in the Network and receive referrals from the Network. The Member agrees to be bound by the rules of the platform, as amended from time to time by the software provider and/or the Committee.

The Committee has the absolute discretion, right and power to grant or deny any applicant's or Member's application for Membership in the Network, to renew or not renew any Member's application for renewal of Membership in the Network, to limit the participation of any Member in the Network, or to remove any Member from the Network. No finding of professional misconduct or other wrongdoing is necessary for or is to be implied from any action by the Network which results in the suspension of referrals or removal from or non-renewal of Membership.

Each Member acknowledges that there is no assurance that fee-generating referrals will result from Membership in the Network.

Former Members shall be required to submit a new application and follow the same procedure as new applicants. In evaluating applications from former Members, the Committee may consider the circumstances under which such Membership ended. If the application is denied without an interview, the applicant shall be informed of the denial in writing.

Membership Requirements and Obligations

1. Professional Liability Insurance Requirements

Each Member shall keep in force and effect a professional insurance policy in the minimum amount of five hundred thousand (\$500,000) dollars.

The maximum deductible under such policy shall not be greater than ten (10%) percent of the applicable per-claim policy limit, except in the discretion of the Committee.

Any Member who does not keep the minimum professional liability insurance coverage in force and effect will be suspended from receiving referrals.

2. Network Member Advertising

Members shall not participate in, or allow, any advertising or other promotional activity that refers to the Member's Membership in the Network, unless such material or promotional activity has been developed or approved in writing by the Committee.

3. Duration of Membership

Each Member's Membership shall be effective for the duration of their status as a current member of LeGaL, unless otherwise suspended or terminated in accordance with these rules.

4. Renewal of Membership

Each Member who wants to renew their Membership shall complete a renewal application to the Committee when they pay their LeGaL dues. In deciding whether to renew a Member, the Committee may consider the Member's record with the Network, including willingness to meet with referred clients, compliance with Network rules, client-survey responses, and other relevant information.

5. Local Office Requirement

Each Member shall engage in the practice of law in the New York City metropolitan area and maintain a New York office suitable to receive clients during normal business hours.

6. Response Time to Referred Clients

Each Member is encouraged to decline a referral or respond to a referred prospective client within two days of the referral by the Network. Response times may be taken into account in making referrals and renewal of Membership in the Network.

7. Collection of Consult Fee

It is recommended, but not required, that Members do not charge a fee for the first thirty (30) minutes of the initial consultation with the prospective client, but in no event may a Member charge more than \$100 for a half (1/2) hour initial consultation.

8. Written Retainer Agreement Requirement

The Member shall enter into a written fee agreement before rendering legal services in a matter that may involve a fee in excess of \$1,000, unless the Member reasonably concludes that under the circumstances it is impractical or inappropriate to do so. To the degree practical, the agreement shall outline the work to be performed and the basis of the fee and be signed by the client.

9. Billing Every 60 Days

For matters handled on an hourly fee basis, to avoid fee disputes and client complaints, it is highly recommended that billing statements be sent to the client at least every sixty (60) days if additional fees have been incurred during that period.

10. Payment of Fees from Referred Clients

In the case of any matter referred by the Network, the Member shall pay to the Network a fee equal to fifteen percent (15%) of the aggregate fee received by the Member (the "Network Fee").

For purposes of these rules, "matter referred by the Network" shall mean the initial matter referred and any related transaction, proceeding, or action.

In the interest of clarity, the Network Fee is calculated as a percentage of fees actually received by the Member; the percentage is not calculated on uncollected or unbilled fees.

Each Member shall promptly (but in any event within thirty (30) days after receipt by the Member of any portion of their fee) report and pay to the Network the Network Fee.

For purposes of computing the amount of the Network Fee, in the case of a Member who is associated with a firm or other group, the gross amount received by the firm or group for such matter shall be deemed the fee received by the Member.

Each Member agrees not to charge any additional fees or to increase their fee for the purpose of compensating for the amount due as the Network Fee.

Each Member shall keep detailed business records with respect to all matters referred to the Member by the Network, including referral notices, contact reports, retainer agreements, and billing and payment records.

In limited circumstances, and within the absolute and sole discretion of the Committee, the Committee may agree to waive some portion of the Network Fee where it is established that payment of the entire Network Fee would result in a hardship to the Member and/or the Member's firm.

The Network may contract with a software provider to use an online platform to facilitate client payments to Members. Members may be required, to the extent practicable, to receive client payment of fees through the online platform. In all events, Members shall promptly report to the Network (i) the status of referred matters upon request by the Network and (ii) any and all fees received that are subject to the Network Fee.

11. Fee Disputes between Client and Member

Part 137 of the Rules of the Chief Administrator of the Courts, as well as implementing rules of the Board of Governors of the New York State Attorney-Client Fee Dispute Resolution Program, and the rules of the Board-approved local programs in the various judicial districts, shall govern fee disputes between Members and clients.

12. Lawsuits for Collections Against Referred Clients

With respect to any client or matter referred by the Network, no Member shall file a lawsuit for collection or assign such matter to a collection agency unless the Member has given the Network at least forty-five (45) days notice prior to taking such action. This notice allows the Network to inform the client of the right to arbitration.

13. Fee Disputes Between Member and the Network

Each Member agrees that any fee dispute between the Member and the Network shall be submitted to a mutually agreeable arbitrator or mediator. If the Member and the Network are unable to agree upon an arbitrator or mediator for said dispute, the dispute shall be submitted to the American Arbitration Association.

Each Member shall promptly (but in any event within thirty (30) days) complete and return, with any payment due, each referral statement, billing statement, case-status report, or other form from the Network.

14. Review and Audit

Upon request of the Network or the Committee, each Member shall make available for review or audit all retainer agreements, billing and payment records, or copies thereof, related to the Network or any matters or clients referred to the Member by the Network. Any such review or audit shall be conducted by the Committee.

15. Responsibility for Matters Referred to Members

Each Member who is retained to handle a matter referred to such Member by the Network shall maintain responsibility for and control of such matter. A Member shall not transfer responsibility or control of any matter referred by the Network without the knowledge and permission of the Network, unless required by law, court order, or the written direction of the client. However, the foregoing shall not prevent a Member who is associated with a firm or group from having aspects of the matter handled by another attorney in the firm or group under the Member's supervision, provided that the Member retains responsibility and control.

- a. A Member who is not retained on or does not accept a matter referred by the Network shall not refer the matter to another attorney or recommend another attorney to the client, but shall refer the client back to the Network for another referral, except as provided in paragraph 15(e) below.
- b. A Member who is retained on a matter referred by the Network shall maintain responsibility for and control of such matter. A Member shall

not transfer responsibility for or control of any matter referred by the Network without the knowledge and permission of the Network, unless required by law, court order, or the written direction of the client (as to which the Member shall promptly advise the Network by letter or e-mail) except as provided in paragraph 15(e) below.

- c. Paragraph 15(b) shall not restrict a Member who is a member of or associated with a firm from (i) accepting a matter referred by the Network, and entering into a retainer for the matter, in the name of the firm, (ii) having the matter or aspects thereof handled by other attorneys in the firm, provided that the Member retains responsibility and control for the matter, or (iii) in the event the Member leaves the firm, from leaving responsibility and control for the matter with the firm, provided that the Member or firm promptly notifies the Network by letter or e-mail that the Member has left the firm and left the matter with the firm. Each Member who is a member of or associated with a firm shall cause the Member's firm to acknowledge and agree in a writing satisfactory to the Network executed by the firm's managing or other authorized partner that the firm shall be bound by the rules of the Network as in effect from time to time with respect to matters referred by the Network to the Member for which the firm is retained, whether or not the Member continues to be a Member of the Network or a member of or associate of the firm, including without limitation the following Rules:

Rule 1 - Professional Liability Insurance Requirements;

Rule 10 - Payment of Fees from Referred Clients;

Rule 11 - Fee Disputes Between Client and Member;

Rule 12 - Lawsuits for Collections Against Referred Clients;

Rule 13 - Fee Disputes Between Member and the Network;

Rule 15 - Responsibility for Matters Referred to Members; and

Rule 16 - Client Complaints about Members.

- d. Paragraph 15(b) shall not restrict a Member from engaging another attorney to handle limited aspects of a matter, provided that such engagement is in the best interest of the client and the Member obtains the client's consent thereto, retains responsibility and control therefor, and complies with the applicable rules relating to professional responsibility with respect thereto.
- e. Notwithstanding paragraphs 15 (a) and (b), if a Member to whom a matter is referred reasonably determines that the client would be best served by referral of the matter to another attorney, the Member shall notify the Network and request another referral to another appropriate Member or, if the circumstances so require, may directly refer the matter to another attorney (whether such other attorney is a Member or not), provided that the Member to whom the matter was initially referred first discusses the matter with the Committee or the Legal Director of LeGaL, and obtains prior written approval, if the circumstances permit and not to be unreasonably withheld.

16. Client Complaints About Members

Any complaint or inquiry made by a person to the Network or to the Committee or any member thereof, shall be deemed to be a privileged communication as if contained in a pleading filed in a court of the State of New York. No Member shall commence or threaten to commence any libel, slander, interference with contractual relations, or similar action based upon a complaint or inquiry made to the Network.

17. Suspension, Withdrawal, Removal, and/or Other Action Affecting Members

- a. Membership may be summarily suspended by the Network as a result of a Member's failure to comply with any of these rules, the Code of Professional Responsibility, or Rules of the Appellate Division, First and Second Departments, or the Member otherwise engages in illegal conduct or conduct harmful or injurious to the goals, reputation, or interests of the Network.
- b. The Committee shall review: [1] each complaint concerning the professional conduct of Members in connection with any referral and [2] any other report or notification relating to a Member's fitness to receive referrals from the Network. The Committee shall make whatever investigation it deems to be reasonable and report to the Board of Directors of LeGaL concerning the complaint and its resolution where appropriate. The Committee may determine, in its sole discretion, that a complaint or other notification warrants immediate suspension of referrals.
- c. Upon resignation, withdrawal or removal from the Network, a Member is required to notify all current clients who were referred by the Network of the Member's disassociation from the Network within sixty (60) days of said separation from the Network. The Network reserves the right to make such notification to referral clients upon failure of a Member to do so in a timely fashion.
- d. Any Member who withdraws or is removed from Membership shall remain bound by the terms of these rules with respect to all clients referred to them by the Network.
- e. Any Member who has been removed from the Network, or has withdrawn from the Network during the time a complaint was pending against the Member, may not reapply for Membership for a period of thirty-six (36) months following the removal or withdrawal of the Member.
- f. Upon receipt of a renewal application for Membership by an individual who has previously been removed from the Network, or has withdrawn from the Network during the time a complaint was pending against that Member, the Committee, in its discretion, shall determine whether to grant an interview, or whether to deny the renewal application without an interview.

- g. In exercising its discretion, the Committee may consider any factors it deems relevant, including, but not limited to, the following: (i) the reason(s) for removal or withdrawal of the Member; (ii) any remedial action taken by the Member; and (iii) the extent to which the Member has complied with these rules.
- h. All Members shall give notice to the Network within thirty (30) days if they have been cautioned, admonished, reprimanded, or disciplined by any disciplinary or grievance committee, agency or court; whether they are currently under investigation concerning any allegation or professional misconduct or wrongdoing; and whether they are a defendant in any lawsuit filed by a client or former client other than as previously explained in their initial application for Membership or a prior renewal application for Membership.

18. The Committee

- a. Except as otherwise specified by the rules of the Network as in effect from time to time, any action to be taken by the Network may be taken by the Committee, the Legal Director of LeGaL, or the Executive Director of LeGaL.
- b. The individual members of the Committee shall be appointed from time to time by the Chair(s) of the Committee in their sole and absolute discretion. The Chair(s) of the Committee shall be appointed by the Board of Directors of LeGaL in its sole and absolute discretion. The Committee shall include no fewer than four (4) members. Except as otherwise specified by the rules of the Network as in effect from time to time, any determination made by the Committee shall be by majority vote of the members present and acting at a meeting of the Committee called by notice to the members of the Committee at which there is a quorum of one-half of the members of the Committee.

*These Rules for Network Membership were adopted by the Board of Directors of LeGaL on May 11, 2016.