



**BROOKLYN BAR ASSOCIATION  
LAWYER REFERRAL SERVICE**

**Lawyer Referral Service Panel Application**

**BROOKLYN BAR ASSOCIATION  
LAWYER REFERRAL SERVICE  
123 Remsen Street  
Brooklyn, New York 11201  
(718) 624-0843**

Please type or print

**Attorney Information:**

Name: \_\_\_\_\_ Brooklyn Bar I.D. # \_\_\_\_\_

Firm Name: \_\_\_\_\_ # of Attorneys in firm \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Cell/Beeper: \_\_\_\_\_ For LRS Only \_\_\_\_\_ OK for client

**Brooklyn Bar Association members agree to pay to the BBA LRS a \$200.00 panel membership fee, in addition to their regular BBA dues, per six month period. Non Brooklyn Bar Association members agree to pay to the BBA LRS a \$375.00 panel membership fee per six month period. The six month period begins June 1<sup>st</sup> and December 1<sup>st</sup> of each calendar year.**

N.Y. State Bar Admission Date: \_\_\_\_\_ Dept.: \_\_\_\_\_

Other Bar Admissions & Dates: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Engaged in active practice since: \_\_\_\_\_

Are you willing to meet clients at the Brooklyn Bar Association? \_\_\_\_\_ Yes \_\_\_\_\_ No

Please list foreign language(s) in which you or your staff are fluent and able to communicate fully with clients (include American Sign Language): \_\_\_\_\_

Please indicate other counties in which you are willing to practice: Bronx \_\_\_\_\_ Queens \_\_\_\_\_  
New York (Manhattan) \_\_\_\_\_ Richmond (Staten Island) \_\_\_\_\_ Westchester \_\_\_\_\_ Rockland \_\_\_\_\_  
Nassau \_\_\_\_\_ Suffolk \_\_\_\_\_

Please list other referral panels of which you are a member and length of membership (include national and local bar associations, legal plans and 18B panels): \_\_\_\_\_  
\_\_\_\_\_

Please list any awards, speaking engagements, or professional organizations of which you are a member  
\_\_\_\_\_.

**Professional Liability Insurance Carrier and Effective Dates : \_\_\_\_\_ ( attach declaration page)**

**State the approximate percentages of your practice during the past three years devoted to:**

**Trial work \_\_\_\_\_ Office work \_\_\_\_\_ Other (describe) \_\_\_\_\_**

**Have you ever been: Sued by a client? \_\_\_\_\_ Admonished or disciplined? \_\_\_\_\_ If yes to either, attach an explanation.**

**Are you currently under investigation for allegations of professional misconduct? \_\_\_\_\_ If so, attach an explanation.**

**Please attach a copy of your current resume.**

## PANEL ENROLLMENT

Please read the categories below carefully. These categories must all be in areas in which you have maintained an active practice within the past three years. You may choose as many sub-categories as you have experience in and are competent to practice in. At the end of this section you will be asked to sign and certify that you have sufficient experience and training to adequately represent clients referred to you in the panels that you have checked off. Those panels that require additional experience are italicized on the panel enrollment application. If you select a panel requiring additional experience, a separate panel application will be sent to you.

### Contracts

- Contracts/Liens
- Breach of Contract
- Collections
  - Plaintiff
  - Defendant
- Creditors' Rights/Credit Fraud
- Small Claims Court
- Identity Theft

### Business and Corporate Law

- Incorporation/Partnership
- Non-Profit Corporation Matters
- Dissolution
- Buy/Sell Agreements
- Antitrust
- Commercial/Business Litigation
- Unfair competition
- Franchise
- Fraud (Civil)
- Service Corporations
- Internet
- E-Commerce

### Family Law

- Adoption
- Guardianship (Child)
- Name Change
- Divorce/Annulment
- Legal Separation
- Recovery of Atty Fees from Spouse
- Contested Custody*
- Contested Property*
- Support/Modification/Hearing
- Spousal Maintenance
- Q.D.R.O.*
- Visitation
- Paternity
- Post Judgment Family/Matrimonial
- Pre-Marital Agreement

- Order of Protection
- Domestic Violence Victim
- Foster Care Hearing
- Foster Care - \$ Award
- Child Welfare (Abuse)
- Juvenile Delinquency/PINS
- Interstate Family Matters

### Probate/Wills/Trusts/Estate

- Simple Will
- Reduced Fee Will
- Probate Administration
- Contested Probate Issues
- Complex Estate Litigation
- Estate Planning
- Trusts
- Power of Attorney
- Elder Law
- Article 81 Guardianship
- Guardianship (Incapacitated Adult)
- Home Visit (additional fee)
- Medicare/Medicaid
- Letters of Administration

### Insurance Law

- Healthcare Law/Private Disability
- Life/Accident
- Home/Fire/Property

### Immigration

- Green Card (work permit)*
- Visa Petition*
- Naturalization*
- Fraud Investigation*
- Deportation/Exclusion*
- Amnesty*

### Workers' Compensation

- Represent Employers
- NY State Workers' Comp

- Federal Workers' Comp**
- Workers Comp Appeals**

**Tort/Negligence**

- Auto Accidents**
- Personal Injury Negligence**
- No Fault**
- Un/underinsured Defendant**
- Lead Poisoning**
- Aviation/Mass Disaster**
- Tavern/Dram Shop**
- Property Damage**
- Product Liability**
- Assault (Civil)**
- False Arrest**
- Malicious Prosecution**
- Police Brutality**
- Civil Rights**
- Libel/Slander/Defamation**
- Medical Malpractice**
- Plastic Surgery**
- Ob-Gyn/Birth Malpractice**
- Dental Malpractice**
- Prescription Drugs**
- Legal Malpractice*
- Wrongful Death**
- Sue N.Y. City**
- Tort Defense**

**Civil Rights/Constitutional**

- Civil Rights (General)**
- Housing Discrimination**
- Age Discrimination**
- Employment Discrimination**
- Educational Discrimination**
- Mental Health Issues**
- Prisoners' Rights**
- Americans w/Disabilities Act**

**Intellectual Property**

- Trademark Initial**
- Trademark Infringement**
- Copyright**
- Patent**
- Unfair Competition**
- Litigation**
- Entertainment**
- Film/Television**
- Publishing**

**Real Estate**

- Closing/General**
- Deed/Mortgage Fraud**
- Co-op/Condo Law**
- Co-op Board Litigation**
- Easements/Zoning**
- Partition**
- Subdivisions**
- Property Dispute**
- Eminent Domain**
- Condemnation**
- Commercial**
- Other Litigation**
- Specific Performance**
- Tax Certiorari**

**Environmental Law**

- Plaintiff**
- Defendant**

**Criminal**

- Misdemeanor**
- Felony*
- Homicide*
- Sexual Assault*
- White Collar*
- RICO*
- Federal (other)*
- DWI**
- Traffic (other)**
- Order of Protection**
- Asset Forfeiture**
- Juvenile Criminal**
- Post-Conviction**
- Parole Violations**

**Administrative Law**

- Dept. of Education**
- Dept. of Labor**
- Dept. of Transportation**
- Federal Trade Com**
- Interstate Commerce Com**
- Other Fed Agency**
- State Agencies**
- Professional License**
- Professional Discipline**
- (Indicate profession(s):**

- Gun Permit**
- Liquor License**
- Taxi & Limo Commission**
- NYC Transit Violations**
- Dept. of Motor Vehicle**
- Parking Violations (PVB)**
- Traffic Court**
- Environmental Control Board**
- Public Service Commission**

**Banking & Securities Litigation**

- Bank Customers**
- Bank Employees**
- Securities Customers**
- Securities Employees**

**Consumer Law**

- Home Improvement/Consumer Contract**
- Lemon Law**
- Used Car/Consumer Fraud**

**Tax Law**

- Personal**
- Business**
- Non-Profit Org**
- State Tax**
- Federal**
- State**

**Bankruptcy**

- Chapter 7**
- Chapter 11**
- Chapter 13**
- Foreclosure (Defense)**
- Foreclosure (Plaintiff)**

**Social Security**

- SS Disability**
- SS Retirement**
- Survivors Benefits**
- SSI**

**Landlord/Tenant**

- Tenant**
- Landlord**
- Residential**
- Commercial**
- Eviction (Landlord)**

- Illegal Eviction (Tenant)**
- NYC Housing Authority**
- Low Income Management**
- Section 8/Section 26**
- Mitchell-Lama**
- Rent Overcharge**
- Tenant/Co-op Bd Lit**
- Represent Tenant Groups**
- Loft Law**

**Labor & Employment**

- General Labor Contracts**
- Non-Compete Contracts**
- Employee (Non Union)**
- Employee (Union)**
- Employee (Federal)**
- Employer (Non Union)**
- Employer (Union)**
- Union Dispute**
- Wrongful Termination/Discrimination**
- Sexual Harassment**
- Family Medical Leave Act (FMLA)**
- Fair Labor Standards Act (FLSA)**
- American W/Disabilities Act (Employ)**
- Retirement Plans**
- Drug Testing**
- Whistle-blowing**
- Unemployment Compensation**
- Board of Education**

**Pensions/Benefits**

- Civil Pensions**
- Private Pensions**
- ERISA**
- COBRA**

**Education**

- Students**
- Schools**

**Military Law**

- Discipline**
- Benefits**
- Pensions**
- VA Benefits**

**Appeals**

- Civil**
- State**

- Federal
- Criminal
- State
- Federal

**Alternate Dispute Resolution**

- Mediation
- Domestic
- Civil
- Education
- Arbitration

**Attorney Agreement, Certification and Affirmation**

1. I hereby affirm under penalty of perjury that I am a member in good standing of the Bar of the State of New York. I am currently registered with the Office of Court Administration of the State of New York and with the appropriate agency of any other state or city where I maintain an office for the practice of law. I regularly practice law at the office address set forth above. If I change my address, telephone number or I am unable to practice law for any reason I will notify the OCA and the Lawyer Referral Service, in writing within 30 days. I will further notify the Lawyer Referral Service in writing of any changes in my practice areas or other information contained in this application, including any circumstances that may impair or prevent me from the practice of law. I believe I am qualified to practice in the areas I have indicated above.

2. I understand that all persons referred to me are entitled to a half-hour consultation with a licensed attorney only and this consultation cannot be substituted by an interview with paralegals, legal assistants, secretaries or other office personnel. Said consultation shall take place as soon as practicable after the request for same is made unless such consultation conflicts with my professional responsibilities. Prior to the initial consultation, the attorney shall collect a \$25.00 fee for the first 30 minutes of the consultation on all referrals except for Workers' Compensation, Negligence and Social Security cases. Within thirty (30) days, the fee shall be remitted to the Brooklyn Bar Association Lawyer Referral Service. I understand that if the referral pays me by personal check and that check is returned for insufficient funds or any other reason I shall remain liable for the \$25.00 consultation fee. If I do not personally handle the type of matter for which the person was referred to me; or I do not have the time, ability or for any other reason cannot handle that particular person's case, I will refer the client back to the Brooklyn Bar Association LRS for an appropriate referral.

3. I understand that I shall be suspended from the Lawyer Referral Service Panel in the event that my Brooklyn Bar Association membership fees lapse, if I am a member of the BBA or if my Lawyer Referral Service membership or Lawyer Referral consult and/or percentage fees fall into arrears more than forty (45) days from the date of invoice. Upon compliance I shall be reinstated immediately.

4. I represent that I currently have in full force and effect professional liability insurance with minimum amounts of \$250,000/\$500,000 and I will provide proof of such coverage upon written request for same from the Lawyer Referral Service. I understand that I shall be suspended from the Lawyer Referral Service Panel for failure to maintain such coverage Upon compliance I shall be reinstated immediately.

- 5. I understand that I may be temporarily suspended from the Lawyer Referral Service Panel due to disciplinary complaints or for other reasons in the public interest or the interest of the Brooklyn Bar Association where continued membership of the attorney is likely to bring discredit or disfavor on, or otherwise adversely affect the BBA or the BBA LRS. However, upon being advised of such complaint I shall be provided an opportunity to be heard within thirty (30) days of receipt of such notice provided I notify the BBA LRS of my intention to avail myself of such opportunity. and/or temporary suspension. If after such review it is determined that such complaint is warranted, appropriate action may be taken against me, including but not limited to suspension and/or removal from the LRS panel.**
- 6. I understand that if I wish to resign from the Lawyer Referral Panel for any reason, I will do so in writing to the direct attention of the Director of the Lawyer Referral Service.**
- 7. I authorize the Lawyer Referral Service to furnish information regarding my qualifications contained in this application to potential clients.**
- 8. I authorize the Lawyer Referral Service, through its Director or Lawyer Referral Service Committee, to request and obtain any information relevant to my membership on the Panel, including but not limited to courts, Grievance Committee, governmental agencies, Bar Association committees or other bodies charged with considering allegations of professional conduct or fee disputes with lawyers. I hereby authorize any such agency, committee or entity to release such information to the Director or Chairperson upon receipt of a photocopy of this paragraph and my signature below.**
- 9. If applicable, and upon being retained I represent that I will enter into a written retainer agreement or engagement letter with the client which shall comply with New York Rule of Professional Conduct 1.5(b).**
- 10. Percentage fees will be due on all Lawyer Referral Service referrals where a fee of \$500.00 or more is charged. Ten percent of the net fee from a Lawyer Referral Service client will be remitted to the Lawyer Referral Service. The percentage fee shall be applied to the entire attorney fee including the first \$500.00. For example, if the fee equals \$500.00 then I would owe \$50.00, if it was \$1,500.00 then I would owe \$150.00. Failure to pay percentage fees may result in a collections action being taken by the Lawyer Referral Service. If I do refer a Lawyer Referral Service case to a non-Lawyer Referral Service attorney, I understand that I am still liable for any percentage fees due to the Lawyer Referral Service based on that referral. In addition, if I retain co-counsel to assist me in this matter I further understand that I am still liable to the LRS based upon that attorney's fee, as well as my fee. It being understood that I am to remain liable for the full amount of all legal fees charged on a case regardless of the number of attorneys working on said case.**
- 11. I understand that I cannot charge clients additional fees to cover the cost of the percentage fees due to the Lawyer Referral Service.**
- 12. In the event that there is a dispute in regards to fees the BBA LRS reserves the right to review any financial records, including but not limited to open, closing, and retainer statements, expenses and billing for the particular matter in question.**
- 13. I understand that if within 1 year of being retained any person referred to me by the Lawyer Referral Service retains me for any other legal work that matter is subject to percentage fees due to the Lawyer Referral Service. Being retained is defined as the date in which the client signs a retainer agreement, or if no written agreement is required, then the date the client pays the attorney. (Also, includes other people referred to the attorney by the original referral.)**
- 14. I understand that within 30 days of receiving status reports, consultation fee billings and/or percentage**

fee billings I shall submit my response to the Lawyer Referral Service along with any fees due. I understand that failure to submit these items with the appropriate fees due shall result in a suspension of referrals. Exceptions may be granted on a case by case basis based on the circumstances.

15. I agree to abide by these rules now in effect and as amended from time to time. If I fail to abide by these rules I will be notified in writing and given thirty (30) days to respond to the alleged rule infraction. If I fail to submit a written response to the alleged rule infraction, I will be provided with a second written notice of such infraction. This time I will be provided with a ten (10) day opportunity to respond. If I fail to submit a written response within this ten (10) opportunity I shall be suspended from receiving referrals until such time as I am in compliance with these rules. This does not apply to temporary suspensions under Rule #5.

**16. Arbitration language (Arbitration or Mediation)**

I understand that should a fee dispute arise between myself/firm/office the matter will be submitted to the American Arbitration Association with the cost to be divided equally.

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Date

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Signature of Affirmant