

ASIAN AMERICAN BAR ASSOCIATION OF NEW YORK

LEGAL REFERRAL AND INFORMATION SERVICE

ATTORNEY APPLICATION

NYS Registration Name: First Name: _____ Last Name: _____

NYS Registration #: _____

NYS Admission Date: _____

Firm Name: _____

Address: _____ Address 2: _____

Telephone: _____

Fax: _____

E-Mail: _____

Are you and your firm occasionally willing to handle any referrals per year on a reduced fee or pro bono basis?

- Yes 1 matter 2 matters >2 matters
 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 list other referral panels of which you are a member, if any, and length of membership (include national and local bar associations, legal plans and 18B panels):

Detail your employment history and/or professional affiliations since date of admission by providing a copy of your resume.

Do you have Professional Liability Insurance Carrier and Effective Dates consistent with the panel concentration for which you are applying? (If yes, please attach the declaration page):

- Yes
- No

Practice Areas – Please review the list below and check the boxes for the areas which you are applying (**up to three**):

- | | |
|---|--|
| <input type="checkbox"/> Bankruptcy | <input type="checkbox"/> Immigration Law |
| <input type="checkbox"/> Business & Corporations | <input type="checkbox"/> International Law |
| <input type="checkbox"/> Civil Litigation and Appeals | <input type="checkbox"/> Intellectual Property Law |
| <input type="checkbox"/> Consumer Law | <input type="checkbox"/> Landlord/Tenant (Housing) |
| <input type="checkbox"/> Contracts | <input type="checkbox"/> Mediation |
| <input type="checkbox"/> Criminal Law | <input type="checkbox"/> Real Estate Transactions |
| <input type="checkbox"/> Education Law | <input type="checkbox"/> Tax Law |
| <input type="checkbox"/> Employment/Labor Law | <input type="checkbox"/> Torts/Negligence Litigation |
| <input type="checkbox"/> Elder Law | <input type="checkbox"/> Wills & Trusts |
| <input type="checkbox"/> Entertainment Law | <input type="checkbox"/> Workers Compensation |
| <input type="checkbox"/> Family/Matrimonial Law | <input type="checkbox"/> Other |
| <input type="checkbox"/> Elder abuse law | |
| <input type="checkbox"/> Benefits | |
| <input type="checkbox"/> Social Security | |

For each box checked above, please refer to the Panel Requirements, and identify by number the specific panel category(ies) and subcategory(ies) in which you qualify and for which you are applying.

Please state the number of years you or your firm has practiced in each area checked above:

Have you ever been admonished or disciplined?
If yes to either, attach an explanation.

ASIAN AMERICAN BAR ASSOCIATION OF NEW YORK

LAWYER REFERRAL AND INFORMATION SERVICE

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 (“OCA”) 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 if I am unable to practice law for any reason, I shall notify the OCA and the Asian American Bar Association of New York (“AABANY”) Lawyer Referral and Information Service (“LRIS”) in writing within 30 days. I shall further notify the AABANY LRIS 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 certify I am reasonably qualified to practice in the areas I have indicated above.

2. I understand that all persons referred to me are entitled up 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 \$35.00 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 AABANY LRIS. 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 \$35.00 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 AABANY LRIS for an appropriate referral.

3. I understand that I shall be suspended from the AABANY LRIS panel in the event that (1) my membership of AABANY or AABANY LRIS lapses; or (2) any AABANY LRIS consultation 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 \$500,000 per claim and \$1,000,000 in the aggregate, and I have provided proof of such coverage with this application. I understand that I shall be suspended from the AABANY LRIS for failure to maintain such coverage. Upon compliance I shall be reinstated immediately.

5. I understand that I may be temporarily suspended from AABANY LRIS due to disciplinary complaints or for any other reason in the public interest or the interest of the AABANY where continued membership of the attorney is likely to bring discredit or disfavor upon, or otherwise adversely affect AABANY or AABANY LRIS. 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 that I notify AABANY LRIS of my intention to avail myself of such opportunity. 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 AABANY LRIS.

6. I understand that if I wish to resign from AABANY LRIS for any reason, I shall do so in writing to the direct attention of the Executive Director of AABANY, or his designee. Any notification to the Executive Director of AABANY or his designee shall be made by mail addressed to AABANY, 45 Rockefeller Plaza, 20th Floor, New York, NY 10111, or by email to Irisbilling@aabany.org. Notice is deemed given upon receipt by the individual so addressed.

7. I authorize AABANY LRIS to furnish information regarding my qualifications contained in this application to potential clients.

8. I authorize AABANY LRIS, through the Executive Director of AABANY or his designee, to request and obtain any information relevant to my membership of the AABANY LRIS, including but not limited to courts, Grievance Committees, 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 upon receipt of a photocopy of this paragraph and my signature below.

9. If applicable, and upon being retained, I represent that I shall 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) or any other applicable policy.

10. I shall run a conflict check on the matter, and, if a conflict of interest arises, I shall withdraw representation from the client and promptly notify all appropriate parties.

11. I understand that should a dispute arise between me and the client that results in the termination of representation, I shall promptly notify AABANY LRIS in writing.

12. If I do not personally take an AABANY LRIS case, I shall promptly notify the AABANY LRIS and return the matter or case to the LRIS. I understand that I am not allowed to send an AABANY LRIS referral to another attorney. If I do, and a non-AABANY LRIS attorney is retained by the LRIS client as a result of my referral, I shall be responsible for the entire percentage fee on any fees that the non-LRIS attorney may collect.

13. I understand that I cannot charge clients additional fees to cover the cost of the percentage fees due to LRIS. I understand that I cannot split any referral fees received on the matter with any non-attorneys.

14. In the event of a dispute in regard to fees, AABANY LRIS 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.

15. I understand that if, within one (1) year of being retained, any person referred to me by AABANY LRIS retains me for any other legal work, such matter is also subject to percentage fees due to AABANY LRIS. The date of “being retained” is defined as the date on which the client signs a retainer agreement, or if no written agreement is required, the date on which the client pays the attorney.

16. I understand that within 30 days of receiving status reports, consultation fee billings and/or percentage fee billings, I shall submit my report to AABANY LRIS along with any fees due in accordance with the AABANY LRIS Fee Schedule in effect at the time the referred client executes an engagement letter or agreement or, in the absence of a written letter or agreement, upon receipt of any payment on behalf of the client. 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 according to the circumstances of each case.

17. I agree to abide by the terms of this Attorney Agreement, Certification and Affirmation and the Rules for Panel Membership (the “Rules”) now in effect and as amended from time to time. If I am found to have violated the terms hereof or the Rules I will be notified in writing and given thirty (30) days to respond to the alleged violation. If I fail to submit a written response to the alleged violation, I will be provided with a second written notice, upon which I will have ten (10) days to respond. If I fail to submit a written response within ten (10) days, I shall be suspended from receiving referrals until such time as I am in compliance with the terms hereof and the Rules. This does not apply to temporary suspensions under Paragraph No. 5 above.

18. I agree to indemnify and hold harmless AABANY, its directors, officers, employees, volunteers and agents from any claim, liability or loss incurred through any negligence or intentional conduct which causes damage to a client referred by AABANY LRIS. In addition, I agree to waive any and all claims against AABANY for any loss arising from the operation and policies of LRIS.

19. I understand that should a fee dispute arise between me and AABANY, the matter will be submitted to the American Arbitration Association with the cost to be divided equally.

20. This Attorney Agreement, Certification and Affirmation shall be governed by, construed and enforced in accordance with the laws of the State of New York, without regard to its conflicts of law provisions. Any action initiated in a court shall be commenced only within the courts located in the City and County of New York. Each party hereby consents to the personal jurisdiction of such courts with respect to any matter arising hereunder.

Date: _____

Signature of Affirmant