

**ASIAN AMERICAN BAR ASSOCIATION
OF
NEW YORK**

LEGAL REFERRAL AND INFORMATION SERVICE

Rules for Panel Membership

Table of Contents

- About the Legal Referral LRIS.....**
- Panel Application Process.....**
- Panel Membership Requirements and Obligations.....**
 - 1. Professional Liability Insurance Requirements.....4
 - 2. Panel Member Advertising.....4
 - 3. Membership Fees.....5
 - 4. Duration of Panel Membership.....5
 - 5. Renewal of Panel Membership.....5
 - 6. Local Office Requirement.....5
 - 7. Response Time to Referred Clients.....5
 - 8. Collection of Consult Fee.....5
 - 9. Waiver of Consult Fee.....5
 - 10. Limitations on Consult Fees Charged.....6
 - 11. Compensation for Consultations Beyond the First Half Hour..... 6
 - 12. Written Retainer Agreement Requirement.....6
 - 12.1 Billing Every 60 Days.....6
 - 13. Payment of Consult and Case Fees Due to the LRIS.....6
 - 14. Payment of Case Fees from Referred Clients6
 - 15. Fee Disputes between Client and Panel Member.....7
 - 16. Lawsuits for Collections Against Referred Clients8
 - 17. Fee Disputes Between Panel Member and the LRIS.....8
 - 18. Review and Audit.....8
 - 19. Responsibility for Matters Referred to Panel Members.....9
 - 20. Client Complaints About Panel Members.....10
 - 21. Suspension, Withdrawal, Removal and/or Other Action Affecting Panel Members.....10
 - 22. Miscellaneous.....12

The Legal Referral and Information Service

The Legal Referral and Information Service (the “LRIS”) is sponsored by the Asian American Bar Association of New York (“AABANY”) under the auspices of the Association’s LRIS Committee (the “Committee”).

The LRIS is operated as a public service and exists primarily for the benefit of the public. The LRIS assists individuals in need of legal services or advice, by helping them determine whether they require and may be able to hire the LRISs of a lawyer in private practice and, if so, referring them to attorneys who have been screened and selected by the LRIS and who agree to abide by its rules (the “Rules”). When appropriate, the LRIS refers individuals to other programs or agencies. The goals of the LRIS, including its staff and the attorneys who are Panel Members, are to provide information and referrals, to recommend lawyers or other resources to provide competent, ethical, legal advice and representation, to educate the public about legal representation, and to increase respect for the legal profession.

In consideration of being listed as a Member of one or more Panels of the LRIS, each Panel Member shall be bound by the Rules of the LRIS, as in effect from time to time.

Panel Application Process

“Panel” means the group of attorneys listed by the LRIS as being eligible to receive referrals of legal matters in any of the Panel Categories or Sub-Categories established by the LRIS.

“Panel Member” or “Member” means any attorney listed by the LRIS from time to time as eligible to receive referrals of legal matters in any of the Panel Categories or Sub-Categories. “Panel Membership” or “Membership” means the status of an attorney as a Panel Member.

Membership on any Panel 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 meet the LRIS’s requirements for Panel Membership, and who agree to be bound by the Rules of the LRIS as in effect from time to time.

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

The LRIS shall review the suitability for Panel Membership of each Panel Member or applicant for Panel Membership and may, if a lawyer’s application for Panel 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 Panel Membership, including any Panel Member who desires to be listed as a Member of a new Panel, shall be required to submit to a personal interview. Each Panel Member who desires to have his or her Membership renewed may be required to submit to an interview.

In evaluating applicants for Panel Membership, including applicants for renewed Membership, the LRIS 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 the particular area(s) of law applied for; 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 LRIS even if it is unlikely that fees will be generated; and the applicant’s willingness to abide by and comply with the rules of the LRIS and to deliver legal services to clients in a manner consistent with the goals of the LRIS.

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

Each Panel Member acknowledges that there is no assurance fee-generating referrals will result from Membership on any panel.

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

Panel Membership Requirements and Obligations

1. Professional Liability Insurance Requirements

Each Panel Member shall keep in force and effect a professional liability insurance policy in the minimum amount according to the experience level for which he/she is admitted to the panel.

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

The maximum deductible under such policy (applicable to all panel members) shall not be greater than ten (10%) percent of the applicable per-claim policy limit except in the discretion of the Executive Director.

Each Panel Member shall submit to the LRIS a copy of the declarations page of his or her professional liability insurance policy or other evidence satisfactory to the LRIS that such coverage is in force and effect. Prior to the expiration date of such policy, each Panel Member shall notify the LRIS of the renewal of his or her professional liability coverage, accompanied by a copy of the declarations page of the renewal policy or other evidence satisfactory to the LRIS that such coverage has been renewed. Each Panel Member shall promptly notify the LRIS if his or her professional liability insurance coverage is terminated or decreased.

Any Panel Member who does not keep the minimum professional liability insurance coverage in force and effect or who does not have on file with the LRIS a copy of the declarations page of his or her professional liability policy (or other evidence satisfactory to the LRIS) evidencing that such coverage is then in force and effect will be suspended from receiving referrals.

2. Panel Member Advertising

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

3. Membership Fees

Each Panel Member shall pay an annual base listing fee of \$150.*

4. Duration of Panel Membership

Each Panel Member's listing shall be effective for 12 months unless otherwise terminated in accordance with these rules and may be renewed from year to year thereafter.

5. Renewal of Panel Membership

Each Panel Member who wants to renew his or her Panel Membership, shall complete a renewal application to the LRIS. In deciding whether to renew a Panel Member, the LRIS may consider the Panel Member's record with the LRIS, including, willingness to meet with referred clients, compliance with LRIS rules, client-survey responses and other relevant information.

An application for renewal or reinstatement by a Panel Member who failed, for more than 60 days after they were due, to pay required fees or return client statements, shall be accompanied by a non-refundable, additional application fee of \$150 together with all required payments and documents. Payment of such additional application fee does not automatically guaranty renewal or reinstatement.

6. Local Office Requirement

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

Panel members who wish to be listed in more than one county, must generally maintain a regular office presence of two days per week in each county, as approved by the Executive Director.

7. Response Time to Referred Clients

Each Panel Member must respond to referrals within two days of the initial call from a new referral made by the LRIS. Each Panel Member must inform the LRIS if he or she will be unable to return phone calls from new referral clients for a period of three or more business days. During such period, no new referrals shall be made.

8. Collection of Consult Fee

Each client referred by the LRIS and interviewed by a Panel Member shall be charged an initial consultation fee of \$35, unless such fee is prohibited by law or waived by the LRIS. The initial referral fee shall be charged by the Panel Member unless the LRIS requires the client to pay the initial referral fee directly to the LRIS and informs the Panel Member that this has been done.

9. Waiver of Consult Fee

The consult fee is waived for the following areas:

- [1] tort matters typically handled on a straight contingency fee basis;
- [2] all social security referrals (SSD and/or SSI cases);

* Until March 31, 2021, payment of the annual base listing fee is deferred until a client referred by the LRIS engages the attorney, at which time the fee is payable to the LRIS. Beginning April 1, 2021, the annual base fee is due upon approval as a Panel Member.

- [3] all workers compensation referrals;
- [4] other matters where the consult fee waiver is approved by the Executive Director, in his/her discretion, upon request of the client or a panel member.

10. Limitations on Consult Fees Charged

Each Panel Member agrees not to charge any fee to compensate for the first half hour consultation with the referred client other than the \$35 consult fee that is forwarded to the LRIS.

11. Compensation for Consultations Beyond the First Half Hour

Compensation for any additional time or LRISs beyond the initial one-half hour consultation must be agreed to between the Panel Member and the client before the client is charged any fee beyond the initial \$35.

12. Written Retainer Agreement Requirement

It is recommended that written fee agreements be used for all matters in which clients are charged fees in addition to the one-half hour consultation fee.

The Panel Member shall enter into a written fee agreement before rendering substantial services in a matter that may involve a fee in excess of \$1,000. 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.

The failure to have a written fee agreement (a) with respect to the initial consultation, shall be an absolute defense by the client to any action by the Panel Member for additional compensation for any extension of the initial consultation beyond one-half hour, and (b) shall raise a rebuttable presumption that the client did not agree to hire the Panel Member for any LRISs beyond the initial consultation and that the Panel Member is not entitled to additional fees.

12.1 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 60 days if additional fees have been incurred during that period.

13. Payment of Consulting and Case Fees Due to the LRIS

The Panel Member shall promptly (but in any event within 30 days after receipt) remit the initial referral fee to the LRIS, unless it is waived by the LRIS or is to be paid directly to the LRIS. The initial referral fee shall include an initial consultation between the client and the Panel Member of up to one-half hour.

All fees in excess of \$500 owed to the LRIS that have not been paid after 90 days from the date such fees were due to be paid to the LRIS shall bear interest from such due date at the rate of 9% per annum.

If a payment is made to the LRIS that is less than the amount that is owed under the Rules, such amount may be deposited without reducing the amount that is owed; and the words "Payment in Full" or similar words shall not extinguish or reduce the debt, unless memorialized in a separate agreement signed by an authorized representative of the LRIS.

14. Payment of Case Fees from Referred Clients

In the case of any matter referred by the LRIS and any matters directly related thereto, the Panel Member shall pay to the LRIS an additional referral fee equal to the 15% of the aggregate fee received by the Panel Member.

For purposes of these rules, “matter referred by the LRIS” shall include:

- A. The initial matter referred and any related transaction, proceeding or action;
- B. Any other matter which involves the same client and is undertaken within three (3) years of the date of the LRIS’s referral or the initial retention, whichever is later;
- C. Any other matter which involves the same subject matter as the initial referral, arises from the initial referral, and is undertaken within three (3) years of the date of the LRIS’s referral or the initial retention, whichever is later.

Each Panel Member shall promptly (but in any event within 30 days after receipt by the Panel Member of any portion of his or her fee) report and pay to the LRIS any additional referral fee payable to the LRIS.

For purposes of computing the amount owed to the LRIS, in the case of a Panel Member who is associated with a firm or other group, the fee received by the Panel Member shall be deemed the gross amount received by the firm or group.

Each Panel Member agrees not to charge any additional fees or to increase his or her fee for the purpose of compensating for the amount due the LRIS under the percentage formula outlined above.

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

In any matter where the aggregate fee received by the Panel Member is \$20,000 or more, the amount owed to the LRIS shall be held in the Panel Member’s trust or escrow account until paid to the LRIS. In any matter where the amount owed to the LRIS is in dispute, the amount not in dispute shall be paid to the LRIS in accordance with the Rules and the amount in dispute shall be held in the Panel Member’s trust or escrow account until the dispute is resolved.

15. Fee Disputes between Client and Panel 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 (together, the “FDRP”), shall govern fee disputes between Panel Members and clients referred by the LRIS, except that, by applying and agreeing to be a Panel Member, each such Panel Member agrees to the following modifications:

1. The Panel Member consents to arbitration of fee disputes and submission in accordance with the FDRP regardless of the amount in controversy, including disputes less than \$1000 and more than \$50,000, if the client elects. The Panel Member agrees to memorialize this agreement by completing the appropriate forms in relation to the arbitration.
2. The Panel Member consents to arbitration of fee disputes and submission in accordance with the FDRP for criminal matters, if the client elects, unless the FDRP is unwilling to administer such an arbitration, in which event the Panel Member consents to arbitration using substantially the same procedures, to the extent feasible, by any arbitral body or arbitrator selected by the LRIS.
3. If the FDRP is unwilling to administer an arbitration based on the view that the dispute involves substantial legal questions, including but not limited to professional malpractice or misconduct, the Panel Member consents to arbitration by any arbitral body or arbitrator selected by the LRIS.
4. With regard to any arbitration using an arbitral body or arbitrator selected by the LRIS, as referred to in paragraphs 2 and 3 above, the Panel Member agrees that such arbitration, including the result of any such arbitration, even if, upon the election of the client, is final and binding except to the extent consistent with paragraph 7 of this section herein. No finding regarding legal malpractice or damages in excess of fees charged or collected shall be asserted or used as collateral estoppel or res judicata (issue preclusion or claim preclusion) in any subsequent action including any action asserting a claim for malpractice. It will be a condition of any such arbitration that the client likewise agree in writing that the arbitration and the result shall not be asserted or used as collateral estoppel or res judicata (issue preclusion or claim preclusion) in any subsequent action including any action asserting a claim for malpractice.
5. The Panel Member may not commence an action to recover a fee against a client referred by the LRIS until at least 45 days after sending the Notice of Client's Right to Arbitrate. A copy of this LRS Rule shall be included with the other materials required to be sent to the client with the Notice.
6. A copy of the Notice of Client's Right to Arbitrate as sent to the client, together with copies of the other materials sent to the client with the Notice, shall be sent simultaneously to the LRIS by certified mail.
7. For matters under \$5000, the Panel Member agrees to be bound by the decision of the arbitrator(s) and to waive his or her right to reject the arbitrator(s) award by commencing an action on the merits (trial de novo), unless the client determines to commence such an action on the merits. The Panel Member agrees to memorialize this agreement by completing the appropriate forms in relation to the arbitration.
8. Nothing in this section shall preclude the parties from agreeing to mediation of any fee dispute between a Panel Member and a client
9. These modifications apply with respect to each and every fee dispute with a client that has been referred by the LRIS, including with respect to matters other than the particular matter referred by the LRIS.

16. Lawsuits for Collections Against Referred Clients

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

17. Fee Disputes Between Panel Member and the LRIS

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

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

18. Review and Audit

Each Panel member shall make available for review or audit, upon request of the LRIS made by the Chair of the LRIS Committee, the Executive Director or a designee, all retainer agreements, billing and payment records, or copies thereof, as so requested by the LRIS, related to the LRIS or any matters or clients referred to the Panel Member by the LRIS. Any such review or audit shall be conducted by the Executive Director or a designee. At the discretion of the Chair of the LRIS Committee, any such review or audit may be conducted or reviewed by a subcommittee appointed by the Chair of the LRIS Committee.

19. Responsibility for Matters Referred to Panel Members

Each Panel Member who is retained to handle a matter referred to such Member by the LRIS shall maintain responsibility for and control of such matter. A Panel Member shall not transfer responsibility or control of any matter referred by the LRIS without the knowledge and permission of the LRIS, unless required by law, court order or the written direction of the client. However, the foregoing shall not prevent a Panel 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 Panel Member's supervision, provided that the Panel Member retains responsibility and control.

1. A Panel Member who is not retained on or does not accept a matter referred by the LRIS shall not refer the matter to another attorney or recommend another attorney to the client, but shall refer the client back to the LRIS for another referral, except as provided in paragraph 5 below.

2. A Panel Member who is retained on a matter referred by the LRIS shall maintain responsibility for and control of such matter. A Panel Member shall not transfer responsibility for or control of any matter referred by the LRIS without the knowledge and permission of the LRIS (confirmed by letter or email to Irsbilling@aabany.org from the Panel Member), unless required by law, court order or the written direction of the client (as to which the Panel Member shall promptly advise the LRIS by letter or email to **[Iris@aabany.org]**), except as provided in paragraph 5 below.

3. Paragraph 2 shall not restrict a Panel Member who is a member of or associated with a firm from (i) accepting a matter referred by the LRIS, 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 Panel Member retains responsibility and control for the matter, or (iii) in the event the Panel Member leaves the firm, from leaving responsibility and control for the matter with the firm, provided that the Panel Member or firm promptly notifies the LRIS by letter or email to Irsbilling@aabany.org that the Panel Member has left the firm and left the matter with the firm. Each Panel Member who is a member of or associated with a firm shall cause the Panel Member's firm to acknowledge and agree in a writing satisfactory to the LRIS executed by the firm's managing or other authorized partner that the firm shall be bound by the Rules of the LRIS as in effect from time to time with respect to matters referred by the LRIS to the Panel Member for which the firm is retained, whether or not the Panel Member continues to be a Member of the LRIS or a member of or associate of the firm, including without limitation the following Rules:

- Rule 1 - Professional Liability Insurance,
- Rule 14 - Payment of Case Fees from Referred Clients,
- Rule 15 - Fee Disputes Between Client and Panel Member,
- Rule 16 - Lawsuits for Collections Against referred Clients,
- Rule 17 - Fee Disputes Between Panel Member and the LRIS,
- Rule 19 - Responsibility for Matters Referred to Panel Members, and
- Rule 20 - Client Complaints about Panel Members.

4. (a) Paragraph 2 shall not restrict a Panel 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 Panel Member obtains the client's consent thereto, retains responsibility and control therefore and complies with the applicable rules relating to professional responsibility with respect thereto.

(b) Any fee charged by such other attorney shall be included in the amount of the Panel Member's fee for the purposes of determining the Panel Member's referral fee pursuant to Rule 14, unless the LRIS determines that such other attorney's fee would typically be incurred as a disbursement in the type of matter involved.

5. (a) Notwithstanding paragraphs 1 and 2, if a Panel 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 Panel Member shall notify the Executive Director and request another referral to another appropriate Panel Member or, if the circumstances so require, may directly refer the matter to another attorney (whether such other attorney is a Panel Member or not), provided that the Panel Member to whom the matter was initially referred (i) first discusses the matter with the Executive Director or Deputy Director of the LRIS, if the circumstances permit, (ii) confirms the referral to another attorney in writing (by letter or email to lrsbilling@aabany.org) from the Panel Member to the LRIS identifying the attorney to whom the matter is referred), and (iii) informs the client in writing (with a copy to the LRIS) that such referral is not being made by the LRIS and that the client may contact the LRIS for another referral.

(b) If a Panel Member makes a referral pursuant to paragraph 5(a) to an attorney who is a panel member, such attorney shall be responsible to pay a fee to the LRIS pursuant to Rule 14 based upon the fee received by such attorney minus any fee paid to the referring Panel Member, and the referring Panel Member shall be responsible to pay a fee to the LRIS prescribed by Rule 14 based upon the fee that the referring Panel Member received.

(c) If a Panel Member makes a referral pursuant to paragraph 5(a) to an attorney who is not a panel member, and the referring Panel Member receives any referral fee with respect to the matter referred, the referring Panel Member shall be responsible to pay to the LRIS the fee prescribed pursuant to Rule 14 based upon the total attorneys' fees paid by the client, with respect to the matter, provided that such fee to the LRIS shall not exceed the referral fee actually received by the referring Panel Member.

20. Client Complaints About Panel Members

Any complaint or inquiry made by a person to the LRIS or to the LRIS 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 Panel 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 LRIS.

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

1. Panel Membership may be summarily suspended by the LRIS as a result of a Panel Member's failure to comply with any of the following administrative requirements:

- A. Timely and accurate completion and return of required documents, including, without limitation, Client Statements and business records requested for review or audit;
- B. Accurate record-keeping as to all matters referred by the LRIS;
- C. Prompt and timely payment of fees due to the LRIS;
- D. Prompt and timely submission of proof of current professional liability insurance; and
- E. Prompt and timely submission of completed membership renewal applications and payment of dues and fees.

2. A Panel Member who is suspended from the Bar shall automatically be suspended from receiving referrals. A Panel Member who is disbarred shall automatically be terminated from Panel Membership. Panel Membership may be suspended or terminated by the LRIS if the Panel Member:

- A. Violates the Rules of Professional Conduct, or Rules of the Appellate Division, First and Second Departments;
 - B. Is convicted of any misdemeanor or felony in any jurisdiction;
 - C. Fails to comply with any of the Rules including, but not limited to the following:
 - 1. charging consultation fees to LRIS clients in excess of those allowed by the Rules;
 - 2. failing to comply with the Rules regarding the resolution of fee disputes or to comply with the Rules regarding review and audit of business records;
 - 3. failing to maintain professional liability insurance in accordance with the Rules; and
 - 4. recommending LRIS-referred clients to other attorneys without the prior permission of the LRIS.
 - D. Engages in conduct harmful or injurious to the goals, reputation or interests of the LRIS, including:
 - 1. giving clients the impression that persons referred by the LRIS are entitled to less consideration than other clients;
 - 2. excessive refusal to meet with clients referred by the LRIS;
 - 3. failing to inform the LRIS when the panel member will be unable to accept or return phone calls from new referral clients;
 - 4. rudeness to clients or to LRIS staff;
 - 5. repeated fee disputes with clients;
 - 6. impeding the LRIS's investigation of a client complaint, including but not limited to: threatening to sue a referred client or take other aggressive action against the client to prevent the client from informing the LRIS of a complaint; and offering the client an inducement to withdraw a complaint.
3. The Executive Director or his/her designee shall review: [1] each complaint concerning the professional conduct of Panel Members in connection with any referral and [2] any other report or notification relating to a Panel Member's fitness to receive referrals from the LRIS. The Executive Director, or his or her designee, shall make whatever investigation he or she deems to be reasonable and report to the Chair of the LRIS Committee concerning the complaint and its resolution where appropriate. The Executive Director may determine, in his or her sole discretion, that a complaint or other notification warrants immediate suspension of referrals.
4. The Executive Director shall notify the Chair of the LRIS Committee where the Executive Director determines, as a result of his or her investigation, that further action by the LRIS Committee with respect to suspension or removal of a Panel Member is necessary. If warranted, the Chair of the LRIS Committee shall appoint a subcommittee to investigate the complaint. The subcommittee shall conduct whatever interviews it deems appropriate. Panel Members against whom complaints are pending shall be notified of the complaint and given an opportunity to respond. Upon the completion of its review, the subcommittee may recommend to the LRIS Committee that the complaint requires no action or recommend that the Panel Member be suspended or terminated or otherwise restricted in receiving referrals from the LRIS or recommend some other appropriate action.
5. After the investigative subcommittee has presented its final report and recommendations to the LRIS Committee, and before the LRIS Committee renders its final action, the Panel Member who is the subject of the investigation shall be accorded the opportunity to address the LRIS Committee with respect to any matter relevant to the investigation or the appropriate resolution thereof. The Panel Member may be accompanied by counsel at this appearance.
6. At any time after the LRIS Committee renders a final action in connection with the resolution of an investigation of a Panel Member, the Chair of the LRIS Committee, in the exercise of its discretion, is authorized to place before the LRIS Committee a motion to amend the action previously announced. The LRIS Committee is empowered to alter in any manner the action previously rendered or to adhere to its original determination.
7. The LRIS Committee shall consider the subcommittee's recommendations and, upon its final determination, shall advise the Panel Member in writing of its decision.

8. Upon resignation, withdrawal or removal from the LRIS, a Panel member is required to notify all referral clients of the Panel Member's disassociation from the LRIS within sixty (60) days of said separation from the LRIS. The LRIS reserves the right to make such notification to referral clients upon failure of a Panel Member to do so in a timely fashion.

9. Any Panel Member who withdraws or is removed from panel membership shall remain bound by the terms of these Rules with respect to all clients referred to them by the LRIS.

10. Any Panel Member who has been removed from the LRIS, or has withdrawn from the LRIS during the time a complaint was pending against the Panel Member, may not reapply for membership on any panel of the LRIS for a period of thirty-six (36) months following the removal or withdrawal of the Panel Member.

Upon receipt of a re-application for panel membership by an individual who has previously been removed from the LRIS, or has withdrawn from the LRIS during the time a complaint was pending against that Panel Member, the Executive Director, in his or her discretion, in consultation with the Chair of the LRIS Committee, shall determine whether to grant an interview, or whether to deny the re-application without an interview.

In exercising his or her discretion, the Executive Director may consider any factors he or she deems relevant, including but not limited to the following:

- A. The reason(s) for removal or withdrawal of the Panel Member;
- B. Any remedial action taken by the Panel Member;
- C. Whether the Panel Member timely complied with notification requirements of subparagraph (8) or Rule 19 of the LRIS Rules for Panel Membership;
- D. Whether the Panel Member fully complied with subparagraph (9) of Rule 20 of the LRIS Rules of Panel Membership;
- E. Whether the Panel Member continued to maintain professional liability insurance in at least the amount set forth in Rule 1 of the LRS Rules for Panel Membership during the period since the Panel Member was removed from or withdrew from the LRIS; and
- F. Whether the Panel Member complied with administrative requirements during the period since the Panel Member was removed from or withdrew from the LRIS.

11. All panel members shall give notice to LRIS 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 Application for Panel Membership or a prior Application for Renewal of Panel Membership.

22. Miscellaneous

1. Except as otherwise specified by the rules of the LRIS as in effect from time to time, any action to be taken by the LRIS may be taken by the LRIS Committee, or by the Chair of the LRIS Committee, or by the Executive Director of the LRIS or his or her designee. Any action by the Chair of the LRIS Committee, the Executive Director of the LRIS or a designee may be modified by the LRIS Committee. Except as otherwise specified by the Rules of the LRIS as in effect from time to time, or by the LRIS Committee, any action by the LRIS Committee shall be by majority vote of the members present and acting at a meeting of the LRIS Committee called by notice to the members of the LRIS Committee at which there is a quorum of one-half of the members of the LRIS Committee.

2. All notices, bills and other communications by the LRIS to any Panel Member or by any Panel Member to the LRIS shall be in writing and shall be served in a manner provided for LRIS upon an attorney under CPLR Section 2103(b); and the time period for responding to any such notice or other communication shall be measured as provided in said Section.

3. A Panel Member should list a backup attorney on his/her application and must submit a written statement to confirm that the back up attorney is aware of such obligation. The Panel Member shall have the backup attorney sign an acknowledgement agreeing to be backup attorney and forward such acknowledgement to LRIS. It shall be the obligation of the backup attorney to inform LRIS when the backup attorney become s aware that the Panel Member is incapacitated, dies or is otherwise unable to fulfill the responsibilities of Panel Membership.

4. These Rules were last revised and adopted by the LRIS Committee on **September** , **2020**. These Rules may be modified by a vote of a majority of the members of the LRIS Committee present and acting at a meeting called by a notice to the members of the LRIS Committee which states that a proposed amendment to the Rules will be considered and describes the proposed amendment and at which a quorum of one-half of the members of the LRIS Committee is present.