



# ORANGE COUNTY BAR ASSOCIATION

## LAWYER REFERRAL SERVICE

### BY-LAWS

#### PREFACE

The primary purpose of the Lawyer Referral Service of the Orange County Bar Association (“the Service”) is to provide a method whereby any person who can afford to pay a reasonable fee for legal advice or representation and who does not have a lawyer may be referred to a member of the Service who is available to give a free initial consultation and where necessary to furnish additional legal services on a reasonable fee basis.

#### ARTICLE I

##### LAWYER REFERRAL SERVICE COMMITTEE

1. The Lawyer Referral Service Committee of the Orange County Bar Association (“the Committee”) is charged with the organization and operation of the Service and shall make such rules for the conduct and operation of the same as from time to time it may deem proper, subject to the approval of the Executive Council of the Orange County Bar Association (“the Executive Council”).

2. The Committee shall consist of not less than five (5) and no more than seven (7) voting members, who shall be members in good standing of the Service (except the co-chair liaison to the Executive Council), shall be appointed or approved by the Executive Council, and shall serve for terms of two (2) years (without any limit on successive or additional terms). The Executive Director of the Orange County Bar Association, the Director of the Service, and any other employee of the Service appointed or approved by the Executive Director shall also serve as non-voting members of the Committee, during their tenure as employees of the Orange County Bar Association and/or the Service. The Committee shall have two (2) co-chairs, appointed or approved by the Executive Council, one of whom shall be a member of, and shall serve as liaison to, the Executive Council, and both of whom shall serve in that office for terms of one (1) year (without any limit on successive or additional terms). “Robert’s Rules of Order” (latest edition) shall govern the Committee’s parliamentary procedure in all respects except as otherwise provided in the governing documents of the Orange County Bar Association and/or the Service.

#### ARTICLE II

##### ORGANIZATION OF THE SERVICE

1. All members in good standing with The Florida Bar who are members of the Orange County Bar Association are eligible for membership in the Service.

2. A lawyer may apply for membership by filing an application on the form provided. Upon admission to membership, the member agrees:

a. To pay an annual registration fee of \$100.00 (Bankruptcy Panel Members \$150.00) and to remit fee-sharing to the Service equal to 15% of each fee received from any referred matter, unless otherwise provided by law or the by-laws of the Service; provided,

however, that if a referral is for general representation (such as general corporate work) rather than a specific matter, the aforesaid obligation for fee-sharing shall apply only to fees earned for the services performed within the first year after the referral.

b. To grant a free initial consultation in person, via telephone, or by written communication to a referred client.

c. To arbitrate fee disputes before the Fee Arbitration Program of The Florida Bar .

d. To report promptly to the Service, in forms to be furnished by the Service, the disposition or status of referred matters and fees received for service in connection therewith and to promptly remit all fee-sharing to the Service when due.

e. To maintain professional liability insurance in the minimum amount of \$100,000, to furnish a copy of the insurance policy or a certificate of insurance to the Service upon request, and to hold the Orange County Bar Association harmless from any claim made against it by a referred client on account of the member's alleged negligence or mistake.

f. To accept referrals in at least one of the specific areas of practice on the Lawyer Referral Service Panels sheet.

g. To specifically abide by The Florida Bar Rules of Professional Conduct.

### **ARTICLE III** **OPERATION OF THE SERVICE**

1. The Service shall be staffed by one or more Referrers who shall function under the supervision of the Committee.

2. The staff shall maintain a separate list of members for each area of practice specified in Article II, Paragraph 2(f). Prospective clients shall be interviewed by a Referrer. If legal services are requested, the Referrer shall refer the clients to a member on the appropriate list.

3. Assignment of referral clients shall be by rotation from the appropriate list unless the client shall decline to be referred to a particular member, in which case the client shall be referred to the next member on such list. Any member passed over in this manner shall remain in the same position on such list.

4. If the Referrer ascertains that a person being interviewed is presently represented by a lawyer in the same matter, the member to whom the referral is made shall be informed of the circumstances and shall be governed by the Florida Bar Rules of Professional Conduct.

5. No referral shall be made to a member who fails to comply with the by-laws of the Service. The Service shall notify a member in writing of any non-compliance, specifically describing the nature of such member's non-compliance, and, upon compliance, such member shall become entitled to receive referrals.

6. To defray the expenses of operating the Service, at the outset of each referred matter, the Service shall charge to, and collect directly from, each referred client a \$50 administrative fee.

7. A member shall not refer a matter referred by the Service to another lawyer. However, a member may permit a law firm associate, partner, or professional association member to conduct the necessary legal services under such member's guidance if the assisting lawyer is also a member of the Service and on the same area of practice list.

8. The Service shall provide on a quarterly basis to The Florida Bar an alphabetical list of members of the Service pursuant to Rule 4-7.11(a)(5) of the Rules Regulating The Florida Bar.

#### **ARTICLE IV** **REMOVAL FROM THE SERVICE**

1. No Panel Member shall be removed from membership in the Service without having been afforded 30 (thirty) days written notice and an opportunity to show cause why such member shall not be removed from membership except as provided for in paragraph 4 below. Thirty day written notice shall be provided to the member prior to the Committee meeting at which removal will be considered.

2. A majority of the Committee may remove a member from the Service for cause upon the following grounds:

- a. Failure to pay dues.
- b. Failure to remit fee-sharing when due.
- c. Persistent unavailability for any reason other than illness.
- d. Persistent refusal to make or keep appointment with referred clients.
- e. Failure to comply with the by-laws of the Service.
- f. Failure to meet the qualifications for membership in the Service.
- g. Incompetence.
- h. Suspension or disbarment from The Florida Bar.

3. A member may at any time withdraw from membership upon written notice to the Service, but any resigning member shall not thereby be relieved of obligations in connection with any referred matter.

4. A member shall be automatically suspended from membership in the Service upon notification to the Service from The Florida Bar that a finding of probable cause has been made against said member and that suspension shall remain in effect until the grievance matter is resolved. If the member is in good standing with The Florida Bar after the resolution of the matter, then he/ she shall be returned to active status with the Service.

#### **ARTICLE V** **PUBLICIZING THE SERVICE**

The Committee shall publicize the existence and purpose of the Service through proper channels, preserving the anonymity of its members, to the end that the availability of competent and conscientious legal assistance shall be known to those who can afford to pay a reasonable fee for legal services but do not know a lawyer.

The undersigned certifies that he/she is familiar with the by-laws governing the Lawyer Referral Service (“the Service”) and that he/she will abide by such by-laws and all by-laws hereafter promulgated by the Lawyer Referral Service Committee (“the Committee”), and agrees to be bound thereby; that he/she recognizes the Service as a means and opportunity whereby the legal profession can render services to the public and, accordingly, agrees to set all fees for matters referred to him/her in accordance with the client’s ability to pay regardless of whether such fee is fully compensatory for the time and effort necessary to give the client a high standard of counsel and representation.

The undersigned, by filing the application and in consideration of the Service’s undertaking and mutual benefits to be derived there from, agrees that as a member of the Service he/she will:

- (a) Pay to the Service an annual registration fee of \$100 (Bankruptcy Panel Members \$150.00), returned with the application;
- (b) Remit to the Service fee-sharing in an additional amount equal to 15% of each fee received from a referred client (WITHIN 10 DAYS AFTER RECEIPT OF PAYMENT OF EACH SUCH FEE FROM THE REFERRED CLIENT) unless otherwise provided by law; provided, however, that if a referral is for general representation (such as general corporate work) rather than a specific matter, the aforesaid obligation for fee-sharing shall apply only to fees earned for the services performed within the first year after the referral;
- (c) Grant a free initial consultation not to exceed thirty minutes to any client referred to him/her by the Service unless otherwise provided by law. The consultation shall be in person, via telephone or by written communication;
- (d) Within 10 days after termination of the referred case report to the Service, the disposition of the matter and fee paid therefrom;
- (e) Provide periodic updates on a form furnished by the Service as to the status of referred cases.

The undersigned further agrees that:

- (a) Any charge for professional services after the initial consultation will be limited to a reasonable fee, agreed upon with the client, and in keeping with the spirit of the by-laws of the Service and The Florida Bar Rules of Professional Conduct;
- (b) Any dispute which may arise in connection with the fee charged shall be the subject of binding arbitration by the Fee Arbitration Program of The Florida Bar;
- (c) He/she will maintain professional liability insurance in the minimum amount of \$100,000.00 and shall hold the Service and Orange County Bar Association harmless from any claim made against them by a referred client on account of

his/her alleged negligence or mistake;

- (d) He/she will abide by The Florida Bar Rules of Professional Conduct; and
- (e) Any failure to abide by the terms of this Application for Membership or the by-laws of the Service shall subject the member to expulsion from the Service upon recommendation of the Committee.

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Date

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Applicant's Signature

Please return signed application with a check in the amount of \$100 (Bankruptcy Panel Members \$150) payable to the Orange County Bar Association, P. O. Box 530085, Orlando, FL 32853-0085

**APPLICATION MUST BE ACCOMPANIED BY**  
**PROOF OF REQUIRED INSURANCE**

**OCBA preferred vendors for insurance, legal research and marketing:**

- **Marsh Consumer, a service of Seabury & Smith, Inc.** for all of your insurance needs. Contact Sharon Ecker: 1-800-365-7335, ext. 6435
- **Westlaw** for all of your legal research needs. Email Charlie Kiester: [charlie.kiester@thomsonreuters.com](mailto:charlie.kiester@thomsonreuters.com)
- **FindLaw** for all of your web-based marketing needs. Contact Margaret Atkinson: 407-963-5390