

DISTRICT OF COLUMBIA BAR LAWYER REFERRAL SERVICE
ATTORNEY TERMS AND CONDITIONS (“Terms”)

1. **Purpose.** The District of Columbia Bar Lawyer Referral Service (“LRS”) is a public service established to help members of the public identify and contact D.C. Bar licensed attorneys who may be able to assist them with their legal needs.
2. **Administration, Governance, and Operation.** The D.C. Bar operates LRS according to these Terms, which may be amended from time to time by the D.C. Bar in its sole discretion. The D.C. Bar will post amendments to these Terms on the LRS webpage. Attorneys should check the LRS webpage periodically for changes to these Terms. The D.C. Bar staff administers LRS by setting the attorney eligibility requirements and annual subscription fee, operating the system, and performing other tasks as needed. The D.C. Bar reserves the right to modify or terminate the LRS offering at any time.

The D.C. Bar does not use license fee funds to operate LRS.

To be matched with potential clients, D.C. Bar attorneys enrolled in LRS create their individual LRS profile online. Individuals seeking referrals to attorneys for legal matters in the District of Columbia (“Requestors”) submit the LRS request form with a description of their legal matter on the LRS webpage. Requestors may choose to initiate contact with one or more referred attorneys, but there is no obligation to do so.

3. **Eligibility.** Attorneys must satisfy the following requirements to enroll and remain in LRS: (a) be an Active member of the D.C. Bar in good standing; (b) not be disbarred in any jurisdiction; (c) have and maintain professional liability insurance in amounts not less than \$100,000 per occurrence and \$300,000 in the aggregate; (d) not owe restitution to the D.C. Bar Clients’ Security Fund; (e) have a current, fully-paid subscription to LRS; and (f) comply with these Terms, the District of Columbia Court of Appeals Rules Governing the District of Columbia Bar, and the District of Columbia Rules of Professional Conduct as well as all applicable laws including, but not limited to, the District of Columbia Human Rights Act.
4. **Application.** Attorneys seeking to enroll in LRS must complete and submit the online LRS application, certifying that the information provided by them is true and correct. Applicants must upload an insurance declarations page, a Certificate of Insurance, or similar documentation acceptable to the D.C. Bar to verify their insurance coverage is current and satisfies the minimum requirements.

5. **Appeals.** If an LRS application is denied, the attorney may appeal in writing within thirty (30) calendar days of the denial, explaining the basis for the appeal and providing relevant supporting documentation. D.C. Bar staff will respond to timely appeals within thirty (30) calendar days of receipt. The D.C. Bar's decision on the appeal is final and not subject to further review.
6. **Term and Renewals.** The annual subscription period for LRS is July 1st through June 30th of the following year. Eligible attorneys may renew their LRS subscriptions during the annual D.C. Bar membership license renewal period.
7. **General Consent and Attorney Obligations.** LRS attorneys agree that the D.C. Bar may release their name, photo, contact information, and professional experience as provided in their LRS profile to Requestors.

LRS attorneys agree to (a) update their LRS profile information with changes related to contact information, D.C. Bar membership status, self-certifications, insurance, restitution owed to the D.C. Bar Clients' Security Fund, and other required information and (b) respond to Requestors promptly.

8. **Reporting by Attorneys.** Within thirty (30) days of notice of a referral, LRS attorneys will log into their LRS account and indicate whether they consulted with a Requestor and whether they entered into an attorney-client relationship with a Requestor.
9. **Fees.** Attorneys pay an annual subscription fee for participation in LRS. The full LRS annual subscription fee is due with the initial application and with each subsequent LRS subscription renewal. The D.C. Bar may, in its sole discretion, change the annual subscription fee amount, discount the subscription fee, or prorate the subscription fee from year-to-year. The D.C. Bar will publish the annual subscription fee on its website. The LRS subscription fee is nonrefundable.
10. **Withdrawal from LRS.** LRS attorneys may withdraw from being referred to Requestors by emailing LRS at LRSInfo@dcb.org. Withdrawal from LRS does not relieve attorneys from discharging their duties and responsibilities as required by the District of Columbia Rules of Professional Conduct.

11. **Suspension from LRS.** Attorneys may be suspended from LRS for (a) disciplinary or administrative suspension from the D.C. Bar; (b) disbarment from the D.C. Bar or the bar of another jurisdiction; (c) resignation from the D.C. Bar; (d) a change in D.C. Bar membership class from active to another class; (e) nonpayment of the LRS subscription fee; (f) failure to maintain minimum professional liability insurance or failure to submit appropriate documentation of such insurance coverage; (g) owing restitution to the D.C. Bar Clients' Security Fund; (h) falsification of material information provided in the LRS application or related submission to the D.C. Bar; or (i) any failure to comply with these Terms, as determined by the D.C. Bar.

The system will not match Requestors to attorneys who are suspended from LRS.

Attorneys may be reinstated in LRS upon the sole discretion of the D.C. Bar if they can demonstrate, in writing, compliance with the eligibility requirements.

12. **Removal from LRS.** The D.C. Bar reserves the right to remove an attorney from LRS at any time in its sole discretion.

13. **General Disclaimer and Attorney Complaints.** Attorneys participating in LRS are not and will not be deemed employees, agents, or representatives of the D.C. Bar. The D.C. Bar does not guarantee that LRS attorneys will be matched with or contacted by a Requestor. The D.C. Bar disclaims all liability related to the administration and operation of LRS. The D.C. Bar does not endorse the LRS attorneys or guarantee the quality of their services. The D.C. Bar will not resolve disputes between a Requestor and an LRS attorney. If a Requestor contacts the D.C. Bar concerning services provided by an LRS attorney, the D.C. Bar may refer that Requestor to other resources to address their concerns.

14. **Dispute Resolution.** Any dispute, controversy, or claim against the D.C. Bar concerning LRS that cannot be resolved through informal discussion will be resolved through binding arbitration with a private arbitrator mutually agreed upon by the D.C. Bar and the LRS attorney. Such arbitration will be conducted in Washington D.C. and governed by the laws of the District of Columbia without regard to conflicts of law principles. Each party shall pay one-half of the costs and expenses of such arbitration, and each party shall pay its respective counsel fees and expenses. An arbitration award may be confirmed by a court of competent jurisdiction. All dispute resolution proceedings, all matters pertaining to such proceedings, and all documents and submissions made pursuant thereto shall be strictly confidential.

15. **Indemnification.** Each LRS attorney will indemnify, defend, and hold harmless the D.C. Bar, its Board of Governors, officers, agents, and employees from and against all loss, expense, and liability including costs of defense and reasonable attorneys' fees which may arise from or be

related to the attorney's negligence or intentional conduct related to their participation in LRS, provision of services to a Requestor, or noncompliance with these Terms.

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