

Atty code: \_\_\_\_\_

***PANEL ATTORNEY AGREEMENT***

**Please note: This agreement is between the individual attorney referenced below and the Western Conference of Teamsters Legal Services Trust Fund. This agreement does not apply to any other attorneys of the firm.**

WHEREAS, the Western Conference of Teamsters Legal Services Trust Fund, (hereinafter referred to as the Fund), and \_\_\_\_\_ (hereinafter referred to as Panel Attorney, intend that Panel Attorney render legal services to the Fund's eligible participants;

NOW, therefore, the Fund and Panel Attorney agree as follows:

1. Panel Attorney acknowledges that (s)he has read the Western Conference of Teamsters Legal Services Trust Plan (Plan) and Schedule of Benefits and Transaction Codes (Schedule), which are attached hereto and made a part of this Agreement, and agree to abide by and be subject to their terms and conditions.
2. Panel Attorney warrants and represents that (s)he is an attorney duly licensed to practice law in the state of \_\_\_\_\_ and that (s)he maintains an office for, and is engaged in, the full-time practice of law.
3. Panel Attorney will be compensated in accordance with the Schedule developed by the Fund and applicable at the time services are rendered. Panel Attorney shall accept the amounts reflected in the Schedule as payment in full for services rendered to eligible participants. Panel Attorney will look only to the Fund for payment, and will not seek payment, directly or indirectly, from any participant of any fee for services rendered under the Plan except for those items for which payment must be made by the participant as described in the Plan. Panel Attorney will be compensated on the basis of statements

and forms submitted monthly to the Trust Fund Office for services rendered during the preceding calendar month.

4. If Panel Attorney receives payment for attorneys' fees in connection with any matter in which the Trust Fund has compensated the Panel Attorneys, Panel Attorney will reimburse the Trust Fund in an amount equal to the lesser of the compensation paid by the Trust Fund or the full amount of attorneys' fees so received. Reimbursement will be required whether the attorneys' fees are paid by order of a court or arbitrator, or pursuant to an agreement with other parties.

5. This Agreement may be terminated at any time by either the Fund or Panel Attorney by giving thirty (30) days written notice to the other party. In the event of termination by Panel Attorney, Panel Attorney agrees to complete legal services begun before termination and shall continue to be bound by this Agreement with respect to such services, and the Fund agrees to compensate Panel Attorney for such services in the manner described in paragraph three. In the event of termination by the Fund, the Fund may, at its option, require Panel Attorney to complete legal services begun before termination or require Panel Attorney to immediately cease providing services to participants and to deliver to the Trust Fund Office, or such other location or locations as the Trust Fund Office may designate, the case files on all pending matters.

This Agreement shall terminate automatically upon the occurrence of any of the following events: (1) the suspension or termination of license of the Panel Attorney to practice law in any state; (2) the failure of Panel Attorney to maintain professional liability insurance as provided for in paragraph seven; or (3) the failure of Panel Attorney to be regularly engaged in the practice of law. Should this Agreement be terminated automatically, Panel Attorney shall immediately cease providing

services to participants and shall deliver to the Trust Fund Office or such other location as the Trustees of the Fund may designate the case files on all pending participant matters.

6. Any dispute, claim, or controversy between Panel Attorney and a participant shall be immediately brought to the attention of the Trust Fund Office and diligent efforts shall be made to resolve the dispute. If the dispute, claim, or controversy cannot be resolved, the Trust Fund Office shall advise the Board of Trustees.

7. Panel Attorney shall maintain malpractice insurance at all times in the amount of at least \$100,000/\$300,000.

8. Panel Attorney agrees:

- a. In recognition of the participant's consent to the release of information regarding legal services rendered, to provide such information upon request by the Trust Fund Office, Independent Auditor, and/or General Counsel of the Fund, including access to participant files, and to respond promptly to letters regarding the status of pending claims, consistent with the attorney-client relationship;
- b. To verify the participant's coverage under the Plan before rendering services;
- c. That changes in the Plan during the term of this Agreement are acceptable so long as Panel Attorney is notified of any changes sixty (60) days in advance of the effective date of any such change and that Panel Attorney is permitted to terminate this Agreement. Panel Attorney may waive the sixty-day notification requirement;
- d. That Panel Attorney will complete all services once initiated, unless the attorney-client relationship is terminated by the client, or there is good cause for withdrawal

without client approval under applicable state rules. **NOTE: All attorney services must be provided by the attorney who executes this Agreement, or by another Panel Attorney in the same firm as the attorney executing this Agreement. No attorney services may be provided by an Attorney who has not executed a Panel Attorney Agreement;**

- e. That if this Agreement is terminated in any way, any and all information obtained by Panel Attorney regarding the Plan, its operation, and administration will be held in strict confidence and will not be disclosed or utilized in any manner.
- f. To maintain all documents, files and/or information regarding legal services rendered to plan participants in accordance with applicable federal and state statutes and regulations. At a minimum, Panel Attorney agrees to maintain all documents, files and/or other information for at least the length of time set forth in the statute of limitations with respect to causes of action for breach of written contract in the jurisdiction in which the Panel Attorney practices. Panel Attorney also agrees to keep copies of all claim forms and filing fee receipts.

9. The attorney-client relationship exists exclusively between Panel Attorney and Plan participants, and the Trust Fund will not interfere in any manner whatsoever with that relationship, or with the independent exercise of the legal judgment of Panel Attorney in providing services to or on behalf of Plan participants.

10. Panel Attorney shall defend, indemnify, and hold harmless the Trust Fund for any and all liabilities which may be the result, directly or indirectly, of legal services provided by Panel Attorney, or of the failure of Panel Attorney to provide legal services, to a participant.

11. For and in consideration of the foregoing, Panel Attorney hereby agrees to such payments as provided for in the Plan's terms, conditions, exclusions, and Schedule.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Panel Attorney:

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Signature)

Two witness signatures are required:

Witnessed: \_\_\_\_\_

Date: \_\_\_\_\_ Printed name: \_\_\_\_\_

Witnessed: \_\_\_\_\_

Date: \_\_\_\_\_ Printed name: \_\_\_\_\_

.....  
Delta Fund Administrators approval (Upon approval a signed copy of this Agreement will be returned to you. You must keep a copy of this Agreement in your files):

Kimberley Brown – President, Delta Fund Administrators  
(Printed name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



# WESTERN CONFERENCE OF TEAMSTERS LEGAL SERVICES TRUST FUND

P.O. Box 2340 | Stockton, CA 95201 | (209) 940-5250

## LAW FIRM QUESTIONNAIRE

**NOTE:** The term “Law Firm” includes sole practitioners, partnerships, professional corporations, etc.

### I. IDENTIFICATION

Name of Law Firm \_\_\_\_\_

Address (including zip code and county) and telephone number (include area code) of principal office

\_\_\_\_\_  
\_\_\_\_\_

Address (including zip code and county) of other offices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### II. ATTORNEY

Please provide the following information. Each attorney in the firm will need to complete their own questionnaire.

Name \_\_\_\_\_

Office Address (include zip code and county) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Legal Education (Law School from which degree(s) received and date awarded)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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### Bar Admissions

State \_\_\_\_\_ Date \_\_\_\_\_

State \_\_\_\_\_ Date \_\_\_\_\_

State \_\_\_\_\_ Date \_\_\_\_\_

U.S. District Court (Identify) \_\_\_\_\_

Date \_\_\_\_\_

Other \_\_\_\_\_ Date \_\_\_\_\_

Years of practice in this community \_\_\_\_\_

Have you ever been reprimanded, censured, suspended or otherwise disciplined by any bar or court?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, describe the circumstances. (Attach separate page, if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All questions in this section require an answer (n/a is not an acceptable answer):**

Do you carry malpractice insurance? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how much? \_\_\_\_\_

Name of Carrier: \_\_\_\_\_

Number of claims made against your malpractice insurance during the 60 months immediately preceding the date of this application: \_\_\_\_\_

During the 60 months proceeding this application, has your malpractice insurer paid any amount to the claimant, either before or after suit was filed: \_\_\_\_\_

Languages spoken: \_\_\_\_\_



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### III. AREA OF PRACTICE

Answer the following for each attorney listed in Part II

Indicate the percentage of your professional and business activity that is spent in the private practice of law. \_\_\_\_\_

Please indicate whether you have handled any cases in the following categories in your private practice of law in the past two (2) years:

#### A. Wills and Probate

Preparation of wills including trusts \_\_\_\_\_

Probate proceedings \_\_\_\_\_

Administration proceedings \_\_\_\_\_

#### B. Domestic Relations

Uncontested divorces \_\_\_\_\_

Contested divorces \_\_\_\_\_

Separation agreements \_\_\_\_\_

Adoptions \_\_\_\_\_

Guardianships \_\_\_\_\_

Other family matters including nonsupport, alimony, name changes

\_\_\_\_\_

#### C. Criminal

Defense of misdemeanors \_\_\_\_\_

Defense of felonies \_\_\_\_\_

Defense of juvenile offenses \_\_\_\_\_





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D. Tax

IRS audits and other administrative proceedings \_\_\_\_\_

Litigation of federal, state or local claims to taxes \_\_\_\_\_

State returns \_\_\_\_\_

E. Administrative Proceedings

Social Security claims \_\_\_\_\_

Veterans Administration \_\_\_\_\_

Motor Vehicle \_\_\_\_\_

Crime Victim Compensation \_\_\_\_\_

Federal Aviation Administration \_\_\_\_\_

Immigration and Naturalization Service \_\_\_\_\_

F. Civil Litigation

Personal Injury \_\_\_\_\_

Garnishment \_\_\_\_\_

Consumer Transactions \_\_\_\_\_

Small Claims Court \_\_\_\_\_

G. Housing and Real Estate

Landlord/Tenant Matters: For Landlord \_\_\_\_\_

For Tenant \_\_\_\_\_

Real Estate Transactions: Commercial \_\_\_\_\_

Non-Commercial \_\_\_\_\_

Mortgage Refinancing \_\_\_\_\_

Building Contracts \_\_\_\_\_

Quiet Titles \_\_\_\_\_

Foreclosures \_\_\_\_\_



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H. Financial Counseling

Joint Bankruptcy \_\_\_\_\_

Individual Bankruptcy \_\_\_\_\_

Out of Court Settlements \_\_\_\_\_

Wage Earner Petition \_\_\_\_\_

Out of Court Arrangements \_\_\_\_\_

I. Traffic

Defense of moving violations \_\_\_\_\_

Defense of equipment violations \_\_\_\_\_

Defense of other traffic violations other than parking violations \_\_\_\_\_

J. Other (specify)

\_\_\_\_\_  
\_\_\_\_\_

List the number and type of jury or bench trials you have handled in the last two (2) years:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List continuing legal education programs in which you have participated in the last two (2) years:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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In which of the above areas (A through K) do you have particular expertise and why?

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#### IV. GEOGRAPHIC SERVICE AREA

Indicate the geographic area for which each office of the law firm would be able to provide legal services to Plan participants (i.e., in a particular city or county; in several cities or counties; anywhere in the state; in several states, etc.):

Office Address

Geographic Area

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<hr/>	<hr/>
<hr/>	<hr/>

If there is only one office location, how many miles (in radius) would you be willing to cover?

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#### V. REPRESENTATION BY LAW FIRM

Has the law firm ever participated in a prepaid or other group legal services program?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide the name of the program, dates of participation, and a description of the extent of participation.

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Has the law firm ever represented or advised any of the following organizations or officers or officials thereof?

Western Conference of Teamsters                      Yes \_\_\_\_\_                      No \_\_\_\_\_

W.C.T. Locals    Yes \_\_\_\_\_                      No \_\_\_\_\_

A party adverse to the W.C.T. Locals  
in any proceeding    Yes \_\_\_\_\_                      No \_\_\_\_\_

If yes to any of the above, describe the nature of the case and the most recent date of such representation:

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State any other information which you believe makes your law firm particularly qualified to participate in prepaid legal services plans (such as relevant work experience, community activities, etc.):

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Signature

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Date