

The State Bar of California

REQUEST FOR PROPOSAL



This document is a Request for Proposal (“RFP”) for Fee Statement Production.

The State Bar is seeking proposals for typesetting, printing, imaging, mailing, presentation, payment online and other services with regard to the State Bar's Year 2011, 2012, 2013 Membership Fee Statements. The State Bar desires a contract term for a period of three (3) years, with an option to renew for two (2) additional one-year terms.

Please submit six (6) copies of your proposal no later than 5 p.m. on June 29, 2010 to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105-1639

Attn: Debbie Yee
Office of Member Services
415-538-2273
debbie.yee@calbar.ca.gov

I. INTRODUCTION

The State Bar of California (“the State Bar”), created in 1927 by the Legislature and adopted into the California Constitution in 1960, is a public corporation within the judicial branch of state government. The primary purpose of the State Bar is to serve as an administrative adjunct to the California Supreme Court in all matters pertaining to the admission, discipline, and regulation of California lawyers. The State Bar Act and California court rules vest in the State Bar the duty to regulate the legal profession, formulate and elevate educational and professional standards, raise the quality of legal services, advance the science of jurisprudence, and aid in the improvement of the administration of justice.

The State Bar is a unified, or integrated bar, and membership is mandatory for all attorneys who are licensed to practice law in the state. In addition to its mandated licensing and disciplinary and certification functions, the State Bar offers a number of other programs designed to assist, educate and protect its members and the public. The State Bar’s programs are financed primarily by fees paid by attorneys and applicants to practice law. At the end of 2009, the State Bar had approximately 226,400 members, making it the largest unified state bar in the country. The State Bar has offices located in Los Angeles,

Sacramento and San Francisco. More information about the organization can be found at http://calbar.ca.gov/state/calbar/calbar_home_generic.jsp?cid=10102

II. STATEMENT OF WORK

A. Background

The fee statement project consists of two mailings annually – December 1 and mid-March (exact date TBD each year). The 2011 Annual Statement will be sent to approximately 220,000 members on December 1, 2010, increasing approximately 5,000 each year for the 2012 and 2013 fee statements. The Final Notice will be mailed to approximately 25,000 members on March 11, 2011, increasing approximately 1,000 each year for the 2012 and 2013 fee statements.

The State Bar will transmit membership data in electronic form to be imaged using variable formal layouts onto all individual fee statements as well as onto MCLE coupons (The MCLE coupon will be sent to approximately one-fourth of the entire membership mailing on the December 1 date. The MCLE coupon will be sent to approximately 6,000 members on the March 11 final mailing date). As part of its agreement with the State Bar, the vendor must agree to hold this membership information strictly confidential and not use this information for any other purpose.

Printed fee statements will be imaged with an OCR-A scan line using medium regular, 12-point imaging font with 10 cpi placement. The typesetting, printing, and imaging of the fee statements will be in accordance with Document Design Specifications of the State Bar and the State Bar's lockbox vendor, Regulus/Wells Fargo. These specifications are summarized in this RFP, and examples from the 2009 fee statement are included as exhibits. Additional narratives and text may be added or dropped and existing text may be changed.

Vendor will agree to meet strict time limitations including a schedule that will require vendor to present proofs to the State Bar in sufficient time to allow the State Bar to review and submit necessary changes in advance of the date for mailing. Vendor will complete electronic proofs to the satisfaction of the State Bar and will promptly change and/or revise such proofs, as needed, until the State Bar is satisfied.

B. First Fee Statement Mailing

Vendor will typeset, print, perforate, image, collate, and mail a First Fee Statement Package for every State Bar member named on the first State Bar-provided transmission.

The first mailing will consist of four components, with approximately one-fourth of the membership receiving a fifth component – the MCLE coupon (Please note: While the State Bar anticipates only these components, Vendor must demonstrate flexibility in case the bar is required to add components currently not foreseen. Additional components would, of course, be subject to negotiation).

The five components will be:

1. Outgoing Envelope (see 2009 sample, “Exhibit 1”)
2. Fee Statement (see 2009 sample, “Exhibit 2”)
3. Brochure (see 2009 sample, “Exhibit 3”)
4. Return Envelope (see 2009 sample, “Exhibit 4”)
5. MCLE Compliance Coupon (see 2009 sample, “Exhibit 5”)

Vendor will typeset copy on the Fee Statement and envelopes; some text on the fee statement will be imaged, and all text on the MCLE coupon will be imaged.

Vendor will print the First Fee Statement Package according to the following specifications:

1. Outgoing envelope – printed on No. 10 non-standard Window; 24 lb.; window is larger than normal to accommodate all of the information that must appear
2. Fee Statement page – $8\frac{1}{2} \times 14$; perforated; 2-color – Imaged & Pre-printed Text printed on $8\frac{1}{2} \times 14$ 24 lb. Bond paper
3. Brochure – 1 page, front and back panel, brochure; 2-color – on $3\frac{1}{2} \times 8\frac{1}{2}$ white paper (negotiable)
4. Return Envelope – printed on No. 9 non-standard Window; the printed return address on the fee statement will be positioned so that it can be easily read
5. MCLE Compliance Coupon – included in approximately one-fourth of first mailing – $8\frac{1}{2} \times 3\frac{3}{8}$ – Imaged with customized member information the MCLE Compliance Coupon is a personalized piece. The data on the coupon (name and member number) must match up with the correct Fee Statement for insertion into the envelope. Vendor is required to describe how this match occurs and what steps are in place to ensure that an improper match is not inserted into an envelope and mailed.

Imaging

The State Bar will provide Vendor with membership data transmission to be printed on the individual Fee Statement Packages as noted. The State Bar requests that Vendor’s response to this RFP include samples of imaged data that has been produced for other customers.

The variable format information will be imaged onto the front of the fee statement page using a minimum of Midax (300 x 300 dpi) imaging. If better quality imaging is available, please specify and provide a sample of the image quality. The following information will be imaged:

1. The member's name and address
2. The member's State Bar membership number
3. The USPS ACS code for the member, including the member's State Bar number
4. The member's eight-digit access code (to provide secure access to the member's billing information online) if no profile has been established previously
5. Variable MCLE Group designation to drive MCLE insert selection
6. All membership fees, costs, and options
7. The return mail code: AAA on the December 1 statement (the return mail code will not be provided by the State Bar but shall be entered by Vendor based on the member's status and mailing)
8. The date, as specified by the State Bar
9. The OCR-A scan line on the coupon. The OCR-A scan line will be imaged using medium regular, 12-point imaging font with 10 cpi (characters per inch) placement. The OCR-A scan line will be positioned so that the bottom of the scan line is ^{1/4}" above the bottom edge of the coupon and the first character of the scan line is in the 11th position from the left edge of the fee statement page, leaving a clear 1" margin to the left of the scan line
10. The Member State Bar Number and Member Print Name will be imaged on to the MCLE Compliance Coupon using Midax (300 x 300 dpi) imaging. If better quality imaging is available, please specify and provide a sample of the image quality.

Test Run

Vendor agrees to generate a First Fee Statement Package imaging test run immediately prior to the imaging of the full group of First Fee Statement Packages. This test run will include samples of each of the variable format statements. The results of this run shall be checked by a designee of the State Bar to verify that the imaged data is correctly placed and of a quality satisfactory and acceptable to the State Bar. This test run will utilize the actual forms to be mailed to members. The test run will be done on a selected group of

members provided by the State Bar, which includes all of the sub-groups in one program but shall not result in the printing of more than 100 packets.

Vendor is required to send sample statements to the State Bar lockbox (Regulus/Wells Fargo) for scan line verification prior to production.

Vendor will perforate the fee statement in one place on the Fee Statement – between the member’s part and the remittance coupon.

Vendor will collate the first fee statement packages so that each contains the components above and that approximately one-fourth of the members will receive the MCLE coupon. The fee statement will be folded and insertions will have a neat, smooth and professional appearance. The outer envelopes will be sealed, and all completed envelopes must pass the USPS tap test.

Vendor will mail on Dec. 1 the first fee statement packages to the State Bar members whose names appear on the transmission. Vendor will use each member’s address of record as it is supplied by the State Bar, except that changes in punctuation may be made, and Zip Code extensions and bar coding will be added. Vendor may use NCOA Processing but shall not change any member’s address information as a result. Any members’ addresses that are rejected for reasons other than punctuation or adding a Zip Code extension will be dropped from the mail queue and sent separately to the member’s address of record using full U.S. or appropriate foreign postage.

Vendor shall have the ability, including a current contract, to use the USPS ACS electronic change of address notification.

Vendor will sort the finished first fee statement packages to members having U.S. addresses to obtain the best available first-class postal rate. The sorting process shall use pre-bar code sort, pre-sort and residual piece rates.

Vendor will group together the first fee statement packages to members having addresses in foreign countries and will mail using the TNT Mailfast service, Deutsche Post or other similar service. If other than TNT or Deutsche, please supply service description and costs.

C. Printing of State Bar Supplies for In-House Use

The State Bar will require pre-printed stock for in-house use, including but not limited to, 35,000 additional Fee Statements and 20,000 envelopes (without indicia):

1. Fee Statement page – 8 1/2 x 14; perforated; 2-color – with some blank space for variable imaging (see sample, “Exhibit 6”)
2. Outgoing Envelope – printed on No. 10 Non-Standard Window; 24 lb.; window is larger than normal to accommodate all of the information that must appear (same as 2009 Sample, “Exhibit 1”, except no indicia)

D. Final Notice Mailing

The Final Delinquent Notice Package will be mailed mid-March and will consist of the same components as the first fee statement package, as well as an 8 ^{1/2} x 11 Final Delinquent Notice with exact wording provided by the State Bar (see 2009 sample, “Exhibit 7”). The Final Notice will contain MCLE compliance coupons (some changes in typesetting required on imaged coupon to reflect past due notice) in approximately one-fourth of the total Final Delinquent Notice mailings sent. Typically, the Final Notice is mailed to approximately 10% of the members who received the first (Dec 1) notice. The data file may be submitted in 2 or 3 batches to facilitate the use of variable imaged headings, and/or different outgoing envelopes (see 2009 samples, “Exhibit 8” and “Exhibit 9”). This Final Mailing will require the same diligent approach as the First Mailing, including performing a test run.

E. Back Up Facilities

The ability to produce the State Bar fee statement packets at a backup facility, should the need arise, will be considered a plus for the responding vendor. The State Bar requires a statement that vendor’s backup facility will produce work as specified and on dates specified. Also, the name and address of the backup facility should be included.

II. GENERAL INFORMATION

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 60 business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

Contact with State Bar personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized contact of any State Bar personnel may be cause for rejection of a bid.

A. Submission Requirements

To be considered responsive, a proposal must contain the following, referenced by number and in the order below:

1. A brief description of the history and organization of the bidder’s firm, and of any proposed subcontractor.
2. Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. The most recent year’s annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data.

4. A description of similar projects completed by the bidder within the past three (3) years.
5. Qualifications, background and experience of the project director and other staff proposed to work on the project.
6. References with contact information from organizations that have used bidder's services for similar projects/installations within the last 12-18 months.
7. A general description of the techniques, approaches and methods to be used in completing the project, including assurance and demonstration of security measures taken by the vendor to ensure that any member data provided by the State Bar will be handled with the utmost confidentiality.
8. A description of the chronology for completing the work, including a time line and deadlines for each task.
9. A detailed cost proposal, including any travel costs and other expenses. Bidders must submit completed Attachment A: Itemized Cost Proposal electronically in native XL format to andrew.conover@calbar.ca.gov by the due date listed on page one. As the State Bar may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The State Bar reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.
10. A written acknowledgement of the acceptance of the Contracting Requirements set forth in section IV of this RFP. Specific terms may be reserved for future negotiation, but must be clearly identified and reasons given for the reservation.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. Note that responses to questions must be specifically answered within the context of the submitted proposal. The State Bar's evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

B. Rejection of Proposals

The State Bar reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities, the

proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. The State Bar may or may not waive an immaterial deviation or defect in a proposal. The State Bar's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not really competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if in the State Bar's opinion the information was intended to mislead the State Bar regarding a requirement of the RFP.

C. Evaluation Process and Highest Score Bidder

An evaluation team will review, in detail, all proposals that are received to determine the Highest Score Bidder ("HSB").

Following the initial review and screening of the written Proposals, using the selection criteria described below, several bidders may be invited to participate in the final selection process, which may include participation in an oral interview and/or submission of any additional information as requested by the State Bar.

The State Bar reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality and performance of the equipment and services proposed, and cost.

During the evaluation process, the State Bar may require a bidder's representative to answer questions with regard to the proposal and/or require certain bidders to make a formal presentation to the evaluation team and/or the State Bar Senior Executive Team. The State Bar may also have discussions with those bidders falling within a competitive range, and request revised pricing offers from such bidders and make an award and/or conduct negotiations thereafter.

This Request for Proposal does not commit the State Bar to awarding a Contract. Bidders shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal evaluation process. The State Bar reserves the right to reject any and all Proposals, to accept the Proposal it considers most favorable in its sole discretion, and to waive minor irregularities. The State Bar further reserves the right to seek new Proposals when such procedure is considered by it to be in the best interest of the State Bar.

1. The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.

- a. Responsiveness of the proposal to the submission requirements set forth in the RFP (10%).
 - b. Agreement with the State Bar's contracting requirements (10%).
 - c. The technical ability, financial viability, capacity, and flexibility of the bidder to perform the contract in a timely manner and on budget, as verified by, e.g., the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with the State Bar (50%).
 - d. The total cost of the proposal solution. If the proposal contains itemized rates, per piece pricing, or commission-based pricing, the State Bar reserves the right to calculate total contracted cost by calculating rates using either previous known usage activity or future projected volume. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the State Bar to implement the solution over the term of the contract (30%).
2. If a large number of proposals are received, the State Bar reserves the right to review the proposals using a tiered evaluation system. All qualified proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as finalists and receiving a full evaluation as outlined above.

D. Award and Execution of Contract

Subject to the State Bar's right to reject any or all proposals, the HSB will be awarded the contract. Notice will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA and written notice sent to bidders on or about July 27, 2010 of the Bar's intention to award the contract to the HSB. It is anticipated that final selection of the HSB will be made by August 3, 2010. The evaluation team will select a winning proposal subject to approval by the Board of Governors. Upon selection, the State Bar and the selected Vendor will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

No contract or agreement, express or implied, shall exist or be binding on the State Bar before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the State Bar in its sole discretion, the State Bar may enter into negotiations and sign a contract with any other bidder who submitted timely, responsive and responsible proposals to this RFP.

If, after the State Bar and the HSB agree to terms and execute a contract, that contract is terminated for any reason, the State Bar may, in its sole discretion, either enter into negotiations with the next highest scored bidder, or issue a new RFP and begin the proposal process anew.

Questions regarding the State Bar's award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to andrew.conover@calbar.ca.gov.

Where written notice is required in this RFP, the notice must be sent by U.S. mail and either facsimile or e-mail.

E. Errors in the RFP

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide the State Bar with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the State Bar may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders to whom the RFP was sent.

If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the RFP but fails to notify the State Bar of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

F. Questions Regarding the RFP

Questions may be addressed in writing to Debbie Yee at debbie.yee@calbar.ca.gov. All questions must be submitted no later than 5 days prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all bidders known to be interested in submitting a proposal.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why the question is sensitive. If the State Bar concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the State Bar does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

A bidder who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The State Bar must receive any such request no later than 5 days before the deadline for submitting proposals.

G. Addenda

The State Bar may modify the RFP prior to the date fixed for submission by posting, mailing, emailing or faxing an addendum to the bidders known to be interested in submitting a proposal. If any bidder determines that an addendum unnecessarily restricts

its ability to bid, it must notify the State Bar in writing no later than 5 days before the deadline for submitting proposals.

H. Withdrawal and Resubmission/Modification of Proposals

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the State Bar in writing of its withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified proposal, provided that it is received at the State Bar no later than the deadline.

Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

I. Protest Procedure

A bidder may protest the award if it meets all the following conditions:

1. The bidder has submitted a proposal that it believes is or should have been the HSB, under the criteria set forth above;
2. The bidder believes that its proposal meets the State Bar's administrative and technical requirements, proposes services of proven quality and performance, and offers a competitive cost to the State Bar; and
3. The bidder believes that the State Bar has incorrectly selected another bidder.

A bidder qualified to protest should contact Andrew Conover, Finance Manager, (415) 538-2207, to attempt an informal resolution. If this contact is unable to resolve the protest to the bidder's satisfaction, the bidder must file a written protest within 5 days of the notice of intention to award the contract. The written protest must state the facts surrounding the issue and the reasons the bidder believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105-1639

Attention: Peggy Van Horn, Chief Financial Officer

Protests will be reviewed and decided by the State Bar's Award Protest Team within 30 days after the State Bar issues written acknowledgment of the protest. In the event that a protest is filed, the contract award will be postponed pending resolution of the protest.

J. News Releases

News releases pertaining to the award of a contract may not be made without the prior written approval of the State Bar.

K. Disposition of Materials

All materials submitted in response to an RFP will become the property of the State Bar of California and will be returned only at the State Bar's option and at the expense of the bidder. One copy of each proposal will be retained for the State Bar's official files and become a public record. Specific limited pages of a proposal, not including proposed cost and compensation, may be marked as proprietary and confidential. The entire proposal cannot be deemed confidential. The bidder's consent will be requested before release of such confidential pages to non-State Bar personnel. By submitting a proposal, a bidder agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

IV. CONTRACTING REQUIREMENTS

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

The State Bar contemplates that, in addition to the terms described above in this RFP, final agreement between the State Bar and the selected vendor will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

A. Time of Essence

Time is of the essence with respect to Vendor's performance of the services and equipment to be provided in the final agreement.

B. Warranties and Representations

Vendor warrants and represents that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the highest standards of the industry. Vendor represents and warrants that none of its work performed under this Agreement will infringe on the rights of third parties. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty. If any of Vendor's work is found to be infringing, Vendor will correct the work to be non-infringing at no charge to the State Bar.

C. Equipment, Tools, Supplies

The Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The Vendor is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from the State Bar. The State Bar has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities,

transportation, support services or insurance required to perform services under this agreement.

D. Indemnity Obligations of Vendor

Vendor will indemnify and defend the State Bar (including its Board of Governors, officers, director, agents, employees and volunteers, as the same may be constituted from time to time) from all claims, demands, damages, debt, liability, obligations, cost, expense, lien, action or cause of action (including but not limited to actual damages, fines and attorneys' fees, whether or not litigation is actually commenced) arising out of: (i) the material breach by Vendor of any warranty, representation, term or condition made or agreed to by Vendor; (ii) all products and services prepared by or for Vendor hereunder and provided to State Bar; (iii) any claim or action for personal injury, death or otherwise involving alleged defects in Vendor's business or any of its products or services provided to State Bar; (iv) any breach by Vendor of any statutory or regulatory obligation; (v) the actual or alleged infringement by Vendor of any patent, copyright, trademark or other proprietary right of any person or entity; and/or (vi) any act or omission of Vendor, its employees, agents contractors, subcontractors, suppliers, or any other person or corporation, in the performance of this Agreement.

E. Insurance Obligations of Vendor

The Vendor will provide and keep in full force and effect during the term of this agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and the State Bar, with an insurer reasonably acceptable to the State Bar:

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;
2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.
4. Printers errors and omissions coverage with a general aggregate limit of Two Million Dollars (\$2,000,000) and an occurrence limit of two Million Dollars (\$2,000,000).

The Vendor will deliver to the State Bar offices at 180 Howard Street, San Francisco, CA 94105 Attn: Andrew Conover, Finance Manager, true and correct copies of its insurance

policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the State Bar as an additional insured and will state that the Vendor's policy shall be primary and that any insurance carried by the State Bar shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the State Bar in the event of cancellation or reduction in coverage or amount. If the Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, the State Bar may purchase the appropriate insurance policies and the Vendor will pay upon demand the cost of it to the State Bar or the State Bar may terminate this agreement. Additionally, if the Vendor assigns any portion of the duties under this agreement, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Vendor will immediately notify the State Bar if the Vendor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If the Vendor's commercial general liability insurance contains such restrictive endorsements, the Vendor shall have five (5) business days to remove said restrictions. If the Vendor is unable to do so, the State Bar may terminate this agreement, and will be required to give the Vendor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

F. Termination

1. **At Will.** The agreement may be terminated by the State Bar, in its sole and complete discretion, upon thirty (30) days written notice to Vendor. In the event of termination pursuant to this section, the vendor's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the State Bar.
2. **Authorization of Funds.** If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the California State Legislature. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the State Bar of any further obligation, except for the State Bar's obligation to pay for services already performed pursuant to this agreement.
3. **Default by Vendor.** This agreement may be terminated by the State Bar upon fifteen (15) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the event this agreement is

terminated due to the default by the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the State Bar will have the right to have the services completed by other parties and the Vendor will reimburse the State Bar for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, the State Bar's right to consequential damages caused directly or indirectly by the Vendor's default.

4. **Automatic Termination.** This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the agreement.
5. **Effect of Termination.** Upon the termination, expiration or cancellation of this Agreement, Vendor will return to the State Bar any work in progress, computer files, notes, reports, papers, documents or other materials (hereinafter "Material") which were provided to Vendor by the State Bar in conjunction with the performance of services.

G. Confidentiality and Publicity

The Vendor will retain all information provided by the State Bar in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of the State Bar. The State Bar retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.

H. Compliance with Laws

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Vendor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

I. Assignment/Subcontracting

1. **Assignment.** The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the State Bar, which consent may be granted or withheld in the sole and absolute discretion of the State Bar.

2. **Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the State Bar.

The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

J. General Provisions

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.
2. **Governing Law.** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.
3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.
4. **Audit.** Vendor agrees that the State Bar or its designee shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the State Bar or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State Bar or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.

5. **License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the services pursuant to the agreement.



THE STATE BAR OF CALIFORNIA
Membership Billing Services
180 Howard Street
San Francisco, CA 94105-1639

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OF CALIFORNIA
84521

2009 FEE STATEMENT
PAY BY FEB. 2 TO AVOID PENALTY

05CSB038148

2009 Annual Fee Statement

1. 2009 Membership Fee Must be paid online or post-marked by Feb. 2, 2009 (Bus. & Prof. Code §§6140, 6141). Failure to pay will lead to penalties and suspension (§6143).

Active Membership Fee \$410. To transfer from inactive to active status, submit the required form (calbar.ca.gov/active) by fax or mail. 2009 Active Fee: General Fund, \$315 (B&P §6140); Client Security Fund, \$40 (§6140.55); Discipline, \$25 (§6140.6); LAP, \$10 (§6140.9); IT Special Assessment, \$10 (§6140.35); and Building Fund, \$10 (§6140.3). The IT assessment will be used to upgrade the information technology system, including purchasing and maintenance costs and both computer hardware and software. Expires Jan. 1, 2011.

Inactive Membership Fee \$125. For current active members to change status and qualify for the 2009 inactive fee, the required status change form (calbar.ca.gov/inactive) must be completed and post-marked by Feb. 2, 2009. The membership fee for inactive attorneys 70 years or older is waived. 2009 Inactive Fee: General Fund, \$75 (B&P §6141); Client Security Fund, \$10 (§6140.55); Discipline, \$25 (§6140.6); LAP, \$5 (§6140.9); and Building Fund, \$10 (§6140.3).

Multijurisdictional Practice (MJP) Fee \$410. Applies to out-of-state attorneys registered with the State Bar as legal services attorneys or in-house counsel.

Payment Penalty If fees are not paid online or marked by Feb. 2, 2009, members will be assessed a penalty \$3, 2009 (\$100 for active members/\$30 for inactive members).

Non-Compliance Fee Members of Group 2 (last 1-M) whose MCLE compliance is not submitted online marked by Feb. 2, 2009, will be assessed a \$75 non-compliance fee on Feb. 3, 2009. Those who fail to comply will be on administrative inactive status and assessed a \$200 compliance fee.

Client Security Fund Reimbursement Amount owed to Client Security Fund (Bus. & Prof. Code §6140.5(c)).

Discipline Costs The cost of disciplinary proceedings against a member awarded to the State Bar (Bus. & Prof. Code §§6086.10, 6140.7).

6. Mandatory Fee Arbitration Administrative Penalties Members who do not pay an arbitration award may be assessed administrative penalties (Bus. & Prof. Code §6203(d)(3)).

7. Past Due and/or Reinstatement Fee Amount from prior year(s). A reinstatement fee of \$100 will be assessed to any member suspended for non-payment.

8. Payments/Credits/Adjustments Adjustments from changes in status, overpayments from previous years, or payments made and applied in current year.

9. SUBTOTAL Lines 1-8. Mandatory fees, must be paid by Feb. 2, 2009.

10. Voluntary Access to Justice Donation Contributions will be placed in the Justice Gap Fund for distribution to eligible legal services programs (Bus. & Prof. Code §6033). Contributions are deductible as charitable contributions to the extent provided by law. Visit calbar.org/justicegapfund. Members may contribute more or less than the recommended donation or elect to make no donation. If you wish to contribute an amount different from the recommended \$100, enter that amount on line 12 and see directions below for line 13.

11. SUBTOTAL with Voluntary Access to Justice Donation Your mandatory fees plus the \$100 recommended donation to the Justice Gap Fund.

12. If you want to change the amount of the Voluntary Access to Justice Donation or make no donation, write in the appropriate amount.

13. SUBTOTAL with different or no Voluntary Access to Justice Donation If you entered an amount on line 12, please add lines 9 and 12 and enter the amount of your subtotal.

14. California Bar Foundation Contributions are deductible as charitable contributions to the extent provided by law. Visit calbarfoundation.org.

15. Conference of Delegates of California Bar Associations (CDCBA) Contributions are not deductible as charitable contributions, but any portion of the contribution not allocated by CDCBA for lobbying expenditures may be deductible as an ordinary and necessary business expense (IRC §162(e)). CDCBA estimates that approximately 50 percent of any contribution will be spent on lobbying. Visit cdcba.org.

16. California Supreme Court Historical Society (CSCHS) Contributions are deductible as charitable contributions to the extent provided by law. Visit cschs.org.

17. Certified Legal Specialist Fee Applies to members holding a certificate of specialization. \$200 per specialty. To resign from the program, submit the Certified Specialist Resignation Form, found at californiaspecialist.org/forms. Fees paid after Feb. 2 will be assessed a \$50 penalty.

18. Current Section Membership For information on sections, visit calbar.ca.gov/sections.

19-20. Renew Section Membership Add or drop a section.

21. Legislative Activity Members who do not want to fund lobbying and other legislative activity may deduct \$5 (Bus. & Prof. Code §6140.05).

22. Bar Relations & Elimination of Bias Members who do not want to fund activities with voluntary bar associations or programs that address concerns of access and bias in the legal profession and the justice system may deduct \$5 (*Keller v. State Bar of California* (1990) 496 U.S.1).

23. Scaling Active members with qualifying income only. See Fee Scaling Criteria and Scaling Declaration (right). If eligible, deduct \$102.50. If the State Bar determines you are ineligible, you will be responsible for the full fee and any applicable late payment penalty.

24. TOTAL PAYMENT Choose line 11 or line 13 as subtotal and add to it lines 14-23 (U.S. dollars only).

OVERPAYMENT/UNDERPAYMENT

Overpayment If a member pays too much, the bar may either return the overpayment or contact the member to determine its allocation.

Underpayment Payments received will be used to first satisfy the annual membership fees, costs and penalties, regardless of any other optional designations made, such as section membership or donations.

OPT OUT

The State Bar may provide members' names and addresses to outside entities that offer programs, services, benefits and other information to members. Members may choose to remove their names and addresses from these lists. Those opting out will not receive information about special programs, services and benefits. The State Bar will continue to maintain certain membership information as public record, and opting out will not affect the use of such information for regulatory purposes.

Members may opt out (1) on the Web — go to My State Bar Profile>Account Information>Update My Mailing Preferences (opt out); (2) by e-mailing a request to memrec@calbar.ca.gov (include your bar number); or (3) by calling 1-888-800-3400 to receive a form that can be returned by fax or mail.

FEE SCALING CRITERIA

An active member who can demonstrate total gross annual individual income from all sources of less than \$40,000 presumptively qualifies for a waiver of 25 percent of the annual membership fee.

In general, gross annual income is based on the **total income** (not adjusted gross income) as listed on your federal income tax form. **For 2009, gross annual income should be based on your earnings for 2008.** For joint return filers, exclude wages and salary earned by your spouse. For other income jointly earned (i.e., interest, dividends, business income, rents and royalties), include 50 percent of joint earnings in the calculation of individual gross income.

Members who scale may be audited and required to submit recent tax returns or other proof of eligibility. Members found to be ineligible must pay full fees and applicable late payment penalty.

Scaling does not apply to new admittees admitted on June 1, 2009, and after.

For additional information regarding the fee scaling criteria, refer to the State Bar's Web site at calbar.ca.gov.

CHANGE OF ADDRESS

Under Bus. & Prof. Code §6002.1, members have 30 days to notify the State Bar about a change of address. Complete information about changing an address can be found at calbar.ca.gov/addresschange. The change can be made online, by mail or by fax, and if done by mail or fax, must include a photocopy of one piece of identification, such as a driver's license, State Bar membership card, passport, California identification card, military identification card or birth certificate.

SCALING DECLARATION

Active members with qualifying income levels are eligible for a 25 percent reduction (\$102.50) in their annual membership fee and may pay an adjusted fee of \$307.50 (Business & Professions Code §6141.1(b)). For members who qualify, make the deduction on line 23.

I am an active member of The State Bar of California. To the best of my information and belief, in tax year 2008 my total gross annual individual income from all sources was less than \$40,000. I will maintain financial records for a minimum of two years supporting my declaration and will provide them to the State Bar in the event of an audit (Business & Professions Code §6141.1(a)). If I am found ineligible, I will pay full fees and any applicable late payment penalty.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name: A Sample Member

Bar Number: 400069

Signature

Date (deadline is February 2, 2009)

DO NOT WRITE BELOW THIS LINE





THE **DEADLINE**
IS **FEBRUARY 2.**

STATE BAR FEES ARE DUE FEB. 2, 2009.

Your fees must be paid online (see below) or post-marked by **Feb. 2, 2009**. If you miss the deadline, a penalty will attach on Feb. 3 (\$100 for active lawyers, \$30 for inactive lawyers). If you have questions, call the Member Services Center at **1-888-800-3400**.

PAY YOUR FEES ONLINE AT NO EXTRA COST. Simply go to *Member Services* on the State Bar's Web site (calbar.ca.gov) and set up your individual *My State Bar Profile*. You will need the access code that appears on your fee statement. Once done, you can report MCLE compliance online, update your contact information online and even pay your fees online.

IF YOU ARE A MEMBER OF GROUP 2 (LAST NAMES H-M), YOU MUST REPORT MCLE COMPLIANCE BY FEB. 2. File your MCLE compliance declaration online at no additional cost (see above). If you do not have Internet access, simply submit the enclosed yellow MCLE card. If you miss the deadline, a \$75 penalty will attach on Feb. 3.

IF YOU ARE PLANNING TO GO INACTIVE, DO SO BY FEB. 2. To be eligible for the inactive attorney fee (\$125) for 2009, your completed status change form must be postmarked by Feb. 2 — or you will owe active attorney fees. For a copy of the form, simply go to calbar.ca.gov/inactive.

YOUR MEMBERSHIP IS MORE VALUABLE THAN YOU THINK. Use *Calbar Connect* to access discounts and exclusive programs. Plus, your purchases through *Calbar Connect* will bolster member services and help keep membership fees low. To find out more, go to calbar.ca.gov/calbarconnect.

MEMBER SERVICES CENTER 1-888-800-3400

NETWORK. MAKE A DIFFERENCE.
STAY ON THE CUTTING EDGE.

D **Contribute to the Justice Gap Fund.** Increase access to justice. Help those with limited means get legal services. And in the face of a huge unmet need for such services, fulfill your professional responsibility to assist those who cannot afford legal help. Contributions to the fund will be distributed to legal services programs that serve California's poor. For more information, go to calbar.org/justicegapfund.

D **Join a State Bar section.** Take advantage of this opportunity to exchange ideas and information in special areas of the law, from antitrust to workers' comp, and in special interest areas such as law practice management and technology. Benefits include special discounts on CLE seminars. For more information, go to calbar.ca.gov/sections.

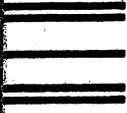
D **Support the California Bar Foundation.** Champion equal access to the justice system. Invest in the next generation of public interest lawyers. Educate Californians about their rights and responsibilities. Your donation will support innovative law-related projects, the publication of consumer guides and scholarships for law students committed to public interest careers. For more information, visit calbarfoundation.org.

D **Contribute to the independent Conference of Delegates of California Bar Associations.** Each year, local and specialty bars from throughout the state sponsor more than 100 resolutions for debate on the conference floor — resolutions that, in some cases, become state law. Your donation will help maintain this vital function. For more information, go to cdcba.org.

D **Donate to the California Supreme Court Historical Society.** Help preserve and share California's rich judicial and legal history. Your membership supports the society's publications, programs, research and oral histories of California's Supreme Court justices. Members also receive a newsletter and invitations to events. For more information, go to cschs.org.

Go to calbar.ca.gov/feestatement for more information.
Or call the Member Services Center at 1-888-800-3400.

THE STATE BAR OF CALIFORNIA
DEPARTMENT 2142
LOS ANGELES, CALIFORNIA 90084-2142



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MCLE COMPLIANCE DUE FEB. 2

Report your compliance online through "My State Bar Profile" OR complete the Compliance Card on the back of this coupon and return it, along with your membership fee payment, in the enclosed envelope. If you intend to mail it separately, please mail to:

MCLE Compliance, P.O. Box 7241, San Francisco, CA 94120-7241

- Even if you are EXEMPT for the entire compliance period, you still must complete and return your Compliance Card.
- You cannot file your Compliance Card until you have complied with your requirement.
- Do not write anything extra on the card, as it will not be considered.
- DO NOT SEND DOCUMENTATION OF COMPLIANCE with your Compliance Card.
- A \$75 penalty will attach if your compliance is not submitted online or postmarked by Feb. 2, 2009.

calbar.ca.gov • MCLE@calbar.ca.gov • 1-888-800-3400

0000069

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1 1

THE STATE BAR OF CALIFORNIA: MCLE COMPLIANCE CARD

COMPLIANCE GROUP 2
PERIOD: 2/1/06-1/31/09

Bar Number: 400069 Member Name: A Sample Member

I declare under penalty of perjury under the laws of the State of California that I am the member whose name and bar number are printed above and that:

- 1. I have complied with the 25-hour MCLE requirement; OR
- 2. I have complied with my proportional MCLE requirement because: I was officially on voluntary inactive status for a portion of the compliance period; OR I was exempt for only a portion of the compliance period; OR I was admitted or readmitted after February 1, 2006; OR
- 3. I was exempt from the MCLE requirement for the entire compliance period (see MCLE Rule 2.54 of the Rules of the State Bar) because I am:
Exemption (a) eliminated as of 1/1/2000
 - b. An officer or elected official of the State of California; or
 - c. A full-time professor at a law school accredited by The State Bar of California and/or the ABA; or
 - d. A full-time employee of the State of California; or
 - e. A full-time employee of the United States government.

(Check only one box)

Phone No.:

Signature of member whose name is printed above:

Date signed:

M M D D Y Y

DON'T FORGET TO: CHECK ONLY ONE BOX AND SIGN THE CARD. COMPLIANCE MUST BE SUBMITTED ONLINE OR POSTMARKED BY FEB. 2, 2009, OR A \$75 PENALTY WILL ATTACH ON FEB. 3, 2009.

000069 00000069 1 1



2010

Detach this portion of the statement and return with payment. No copies accepted.

IFORNIA

FEES & COSTS

OPTIONAL TAX-DEDUCTIBLE DONATIONS

See reverse

SECTIONS AND LEGAL SPECIALISTS

Provide an opportunity for attorneys to learn about new developments in the law, participate in educational programs and network with colleagues

OPTIONAL DEDUCTIONS

TOTAL PAYMENT

10. Access to Justice. Helps close the justice gap for needy Californians by voluntary donations to legal aid, pursuant to AB 2301. Visit calbar.org/justicegapfund. Recommended donation: \$100 _____ 10. \$100

11. SUBTOTAL with Recommended Access to Justice Donation _____ 11.

12. If you wish to enter a different amount from line 10 or make no donation, write that amount here. _____ 12.

13. SUBTOTAL with different or no Voluntary Access to Justice Donation. Add lines 9 and 12 and enter that total here. _____ 13.

14. California Bar Foundation Provides scholarships to worthy law students and grants to law-related projects statewide. Visit calbarfoundation.org. Recommended donation: \$50 _____ 14. \$50

15. Conference of California Bar Associations (CCBA) Debates resolutions proposing changes in the law. Visit calconference.org. Recommended donation: \$35 _____ 15. \$35

16. California Supreme Court Historical Society (CSCHS) Preserves and promotes California's judicial and legal history. Visit cschs.org. Recommended donation: \$25 _____ 16. \$25

17. Certified Legal Specialist Fee _____ 17.

18. Current Section Membership Visit calbar.ca.gov/sections. _____ 18.

A. Antitrust & Unfair Competition	\$75	I. Law Practice, Management & Technology	\$75
B. Business Law	\$75	J. Litigation	\$75
C. Criminal Law	\$75	K. Public Law	\$75
D. Environmental Law	\$75	L. Real Property Law	\$75
E. Family Law	\$75	M. Solo Practice & Small Firm	\$75
F. Intellectual Property Law	\$75	N. Taxation	\$75
G. International Law	\$75	O. Trusts & Estates	\$75
H. Labor & Employment Law	\$75	P. Workers' Compensation	\$75

19. Add a Section Shade the bubble(s) and add the increased amount \$ _____ 19. +

20. Drop a Section Shade the bubble(s) and subtract the reduced amount \$ () _____ 20. -

21. Legislative Activity Members who do not want to fund the State Bar's lobbying and other legislative activity may deduct \$5. (See B&P §6140.05) \$ () _____ 21.

22. Bar Relations & Elimination of Bias Members who do not want to fund programs that support voluntary bar associations or address bias in the legal profession may deduct \$5. (See *Keller v. State Bar of California* (1990) 496 U.S.1) \$ () _____ 22.

23. Fee Scaling Declaration on reverse must accompany payment (active members only). Deadline to scale March 1, 2010 \$ () _____ 23.

24. TOTAL PAYMENT. Choose line 11 or line 13 as subtotal and add to it lines 14-23. Pay online, with no bank fee, at calbar.ca.gov or make checks payable to the State Bar of California and mail in the enclosed envelope by March 1, 2010, to avoid penalty. U.S. dollars only \$ _____ 24.

Use for Sections Only (lines 19 & 20)

Add		Drop
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<input type="radio"/>	B	<input type="radio"/>
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ENCLOSED TOTAL (blue or black ink only) \$



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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name:

Bar Number:

Signature

Date (deadline is March 1, 2010)

DO NOT WRITE BELOW THIS LINE



THE STATE BAR OF CALIFORNIA

FINAL DELINQUENT NOTICE

March 13, 2009

Our records show that you have not paid your State Bar membership fees, penalties or costs. Failure to pay the amount(s) indicated on the enclosed fee statement will result in your suspension from the practice of law. This formal notice of delinquency is given in compliance with California Business and Professions Code, section 6143, which reads in relevant part:

“Any member, active or inactive, failing to pay any fees, penalties, or costs after they become due, and after two months written notice of his or her delinquency, shall be suspended from membership in the State Bar.”

If your payment is not received during this two-month period, the State Bar Board of Governors will recommend to the California Supreme Court that you be suspended from the practice of law effective July 1, 2009.

Please be advised that if you are suspended for nonpayment, it will become a part of your official State Bar membership record and notice of such suspension will be listed on the State Bar's Web site. Also, once suspended, your fees and penalties will continue to accrue and your suspension will remain in effect until the State Bar receives payment of all outstanding fees, penalties or costs.

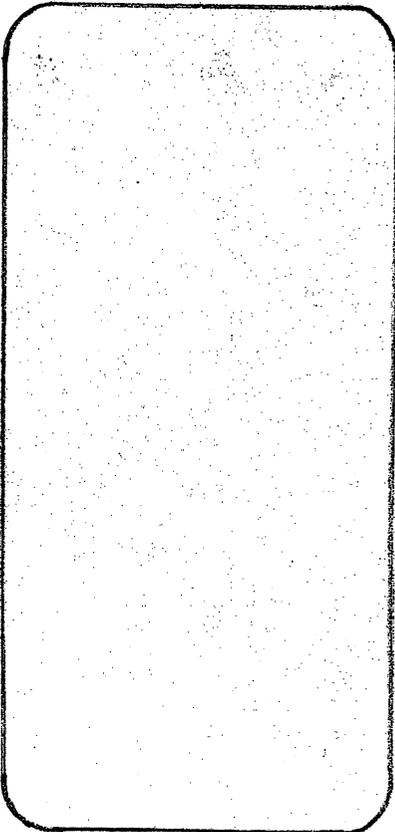
In order to avoid suspension, please remit payment in the enclosed envelope. After May 15, 2009, the State Bar will only accept payment by Visa or MasterCard, wire transfer, direct deposit or by “certified funds” (cash, certified check, cashier's check or money order). Personal or firm checks will be returned. Cash payment will be accepted only if delivered in person to the State Bar offices in San Francisco (180 Howard Street) or Los Angeles (1149 South Hill Street - 4th floor) before 5 p.m. on June 30, 2009.

If you believe you have paid your fees in full or if you require further billing information, please call 1-888-800-3400.

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THE STATE BAR OF CALIFORNIA
Membership Billing Services
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ADDRESS SERVICE REQUESTED



FINAL NOTICE



381095

EXHIBIT 9
MCLE ENVELOPE (Final Mailing)

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