

CLEVELAND METROPOLITAN BAR ASSOCIATION LAWYER REFERRAL SERVICE (LRS)

2009-2010 APPLICATION AND AGREEMENT

The Cleveland Metropolitan Bar Association ("CMBA") has established its Lawyer Referral Service ("LRS") to assist persons willing and able to pay usual and customary attorney fees in securing appropriate legal representation by referral to participants in the CMBA's LRS. The CMBA LRS will endeavor to help an inquirer determine if the problem is legal in nature by screening and, when possible, referring non-legal matters to government or consumer agencies as appropriate. Inquiries from those who appear to be unable to pay reasonable fees for legal representation will be referred to The Legal Aid Society or other providers of pro bono legal services. Persons identified as needing legal representation and who do not claim an inability to pay an attorney will be referred by LRS to a participating attorney who is believed to have the necessary expertise to deal with the perceived legal needs of the inquirer. LRS participation is open to all licensed attorneys having an office in Cuyahoga County, Ohio, or any contiguous county subject to the terms and conditions herein.

PART I – PARTICIPATION APPLICATION

The undersigned attorney ("Attorney") hereby:

- (1) applies for participation in the LRS program;
- (2) acknowledges acceptance of the terms and conditions of the Agreement contained in Part II hereof;
- (3) provides the requested information set forth in Part III hereof; and
- (4) applies for referrals of matters in the subject matter areas and fields of practice identified in Part IV hereof.

Attorney will be notified of acceptance of Attorney's Application for LRS participation and such participation shall continue thereafter until terminated as provided in the Agreement.

ATTORNEY

DATE

PART II – LRS PARTICIPATION AGREEMENT

As a condition to LRS participation, Attorney hereby acknowledges agreement to each of the following terms and confirms that the representations contained therein and in Parts III and IV of this Application and Agreement are true and correct:

1. Attorney is a member in good standing of the bar of the State of Ohio.
2. Attorney maintains an office in Cuyahoga County, Ohio or a contiguous county subject to the terms and conditions herein. Attorney will notify CMBA promptly of any change in the address or telephone number previously furnished to CMBA.
3. Attorney has, and will maintain in effect, professional liability insurance having limits not less than \$100,000/\$300,000 by an insurer qualified to do business in the State of Ohio. Attorney will notify CMBA promptly in the event of termination of coverage or non-renewal of such malpractice insurance coverage and shall not accept any LRS referral when such coverage is not in effect. Attorney will submit to CMBA evidence of professional liability insurance coverage from time to time as CMBA may request and in any event prior to expiration or termination of coverage of the policy previously furnished to CMBA.
4. Attorney will provide an initial phone consultation (up to ½ hour, at the attorney's discretion) to a LRS-referred person without charge. Such consultation shall be for the purpose of becoming familiar with the person's perceived legal needs and for advice, not for preparation of legal documents or correspondence.
5. Attorney will not charge a LRS-referred client ("Client") fees and/or expenses in amounts greater than would have been charged if no LRS referral has been made to Attorney. Attorney will not increase fees to Clients to cover LRS participation or percentage fees.

Attorney will charge Clients reasonable fees for services rendered and explain to the Client at the outset of each representation accepted how attorney's fees will be determined, billed and payable. Whenever possible, Attorney will enter into a written fee agreement with Client or confirm in writing to Client the basis for determining fees.

6. Attorney will not transfer responsibility for a LRS-referred person to another attorney if Attorney does not accept such person as a Client. Attorney shall refer back to LRS any LRS-referred person appearing to have a meritorious claim that Attorney does not accept as a Client.
7. Attorney will maintain accurate records of all matters pertaining to a Client and promptly respond to all CMBA inquiries, written or oral, relating to LRS referrals to the extent that the same will not violate the attorney-client privilege.
8. Attorney will submit to CMBA fee dispute arbitration in order to resolve any fee dispute with a Client and fully cooperate and participate in such proceedings.

9. Attorney's participation in the LRS shall be subject to suspension in the event:
 - a. Attorney's privilege to practice of law is suspended or terminated;
 - b. A grievance proceeding against Attorney is referred to CMBA Grievance Committee subcommittee for investigation following receipt of a written grievance complaint against Attorney and Attorney's written response thereto (or failure to respond within the time period mandated for response by the CMBA Grievance Committee);
 - c. CMBA is notified or learns of the pendency of a grievance proceeding against Attorney before the Board of Commissioners on Grievances and Discipline of the Ohio Supreme Court or with Disciplinary Counsel or any state or local bar association certified grievance committee.

Attorney authorizes CMBA access to grievance files pertaining to Attorney and waives any confidentiality requirements as necessary to implement suspension of Attorney pursuant to this paragraph. Attorney hereby voluntarily waives the right to privacy under Governing Bar Rule V, Section 11(E) to the limited extent necessary to permit CMBA to be informed of any grievance investigation involving Attorney.

10. Attorney will pay to CMBA, as applicable, the following annual LRS participation fee (or such greater amounts as CMBA may require from time to time by amendment of LRS participation rules and procedures as a condition to Attorney's further LRS participation):
 - a. \$225.00 if Attorney is a CMBA member in good standing.
 - b. \$490.00 if Attorney is not a CMBA member in good standing.

LRS participation fees are non-prorated and shall be due and payable with Attorney's Application and thereafter on or before April 1 for renewal into the following LRS Membership year. The LRS Membership year will run from July 1 of each year until June 30 of the following year.

Attorney's LRS participation fee payments shall not be refundable nor tolled during any period of Attorney's suspension from LRS participation.

11. Attorney will pay to CMBA fees calculated as a percentage of legal fees earned by Attorney from a Client for each matter handled by Attorney. To calculate fees, Attorney shall use the following procedure:
 - a. If fees are \$250 or less: no percentage is owed to the CMBA.
 - b. If fees are more than \$250:
 - i. Attorney will subtract \$250 from total amount. Attorney will pay to CMBA ten (10%) percent of the remainder amount up to and including Two Thousand Five Hundred Dollars (\$2,500.00), **plus**
 - ii. Fifteen (15%) percent of the portion of any fees over Two Thousand Five Hundred Dollars (\$2,500.00).

Attorney will remit to CMBA its percentage of fees no later than the last day of the month following receipt of payments from Client.

Attorney will promptly furnish to CMBA certifications as to fees and expenses billed and received from each Client as CMBA may from time to time require and respond to such requests for information relating to referrals of persons to Attorney.

12. Attorney will accept such limitations or qualification upon LRS referrals (including, without limitation, mentor involvement in handling of Client matters) as may be imposed by any LRS subject matter review panel appointed by CMBA. Attorney acknowledges that LRS subject matter review panels may impose minimum eligibility requirements for Attorney's participation in order to ensure that Attorney has sufficient experience and is otherwise qualified in the field of practice. Refusal of a LRS subject matter review panel to approve Attorney for referral of matters in a field of practice or imposition of limitations or other requirements (such as Attorney agreement to mentor participation) may be appealed in writing to the LRS Oversight Committee of CMBA for review. The LRS Oversight Committee shall also have the right to suspend or terminate Attorney's participation in LRS for good cause. Any decision of the LRS Oversight Committee relating to Attorney's LRS participation may be appealed in writing to the CMBA Board of Trustees, the decision of which shall be final.

Attorney shall furnish such proof of compliance with such requirements as may be established by subject matter review panels including, if so required, certifications in affidavit or affirmation form.

13. Attorney is qualified to competently handle matters in the categories and subcategories selected in Part IV hereof and in such other categories and subcategories as may hereafter be selected by Attorney in accordance with Canon 6 and DR 6-101 of the Code of Professional Responsibility.

Attorney will associate with another attorney as co-counsel (with the consent of Client) or seek assistance from a CMBA mentor when necessary or prudent in order to competently handle a Client matter. Attorney will promptly notify the LRS of any co-counsel arrangement involving a Client matter (including the name, address and telephone number of such co-counsel). No such co-counsel arrangement shall limit, or be utilized to circumvent, Attorney's obligations to remit to CMBA a percentage of fees received from Client pursuant to Paragraph 11 hereof.

14. Attorney will treat persons referred by LRS (whether or not accepted as a Client) courteously and respectfully. Attorney will return telephone calls promptly, including those from LRS and persons referred by LRS. Attorney will handle Client matters competently and diligently and keep Client fully informed as to the status thereof.
15. Attorney will endeavor to advise LRS of periods when it is anticipated that Attorney will be unavailable to accept LRS referrals for any reason.
16. Attorney acknowledges that CMBA may periodically contact persons referred by LRS to Attorney to survey satisfaction with LRS and Attorneys' participation and representation. CMBA may investigate and take appropriate action regarding any complaints against LRS and participants, including Attorney.
17. Attorney will comply with such additional rules and procedures as the CMBA may require from time to time in order to provide for efficient and effective LRS administration and protection of the public.
18. Attorney will promptly notify CMBA in writing in the event Attorney is not in full compliance with the requirements of this Agreement, is notified of filing of a grievance against Attorney or in the event any information supplied in Parts III and IV of the Application is not true and correct in any material respect.
19. Attorney shall be subject to suspension or termination of LRS participation in the event of material noncompliance with the requirements of this Agreement including, without limitation, failure to pay LRS participation and percentage fees when due.

In consideration of the foregoing commitments by Attorney and upon acceptance of and continued eligibility for LRS participation, CMBA will cause the LRS to:

1. On a non-preferential rotating basis with other attorneys participating in the field(s) of practice for which Attorney is approved for representation of clients by LRS subject matters review panels, endeavors to refer from time to time a prospective client to Attorney appearing to have a legal problem in Attorney's field(s) of practice by furnishing Attorney's name, address and telephone number to such prospective client. Attorney recognizes and acknowledges that referrals may take into account office location and non-English language preferences requested by prospective clients;
2. Furnish to Attorney such forms and practice aids as the LRS from time to time has available in order to assist Attorney in the administration and handling of LRS referred matters;
3. Promote LRS in order to increase public awareness thereof in such manner as CMBA Board of Trustees may determine; and
4. Utilize all participation and percentage fees received by CMBA from Attorney only for the operating expenses of the LRS including, without limitation, advertising, promotion, staff salaries, rent and overhead, and, if and to the extent approved by CMBA Board of Trustees, to fund public service activities of the LRS and CMBA.

PART III – APPLICANT ATTORNEY INFORMATION

LAST NAME: _____ FIRST NAME: _____ M.I.: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

COUNTY: _____ PHONE: _____

FAX: _____ E-MAIL ADDRESS: _____

USUAL OFFICE HOURS: _____

NAME OF YOUR PROFESSIONAL LIABILITY INSURER: _____

POLICY LIMITS: _____

EXPIRATION DATE OF POLICY: _____

CMBA MEMBER: _____ YES _____ NO YEAR ADMITTED TO OHIO BAR: _____

OHIO SUPREME COURT REG. NO: _____ EXPIRATION DATE: _____

ENGAGED IN PRIVATE PRACTICE SINCE: _____

ADMITTED TO PRACTICE BEFORE OTHER COURTS (COURT/YEAR): _____

ADMISSION TO BAR IN OTHER STATES (STATE/YEAR): _____

ARE YOU AWARE OF ANY UNRESOLVED GRIEVANCES/DISCIPLINARY COMPLAINTS FILED AGAINST YOU? __ Yes __ No

IF "YES", PLEASE EXPLAIN: _____

INVESTIGATING AGENCY (I.E., GRIEVANCE COMMITTEE, CLEVELAND METROPOLITAN BAR ASSOCIATION): _____

HAVE YOU EVER BEEN THE SUBJECT OF PROFESSIONAL DISCIPLINE IN ANY JURISDICTION? _____ Yes _____ No

IF "YES", PLEASE EXPLAIN: _____

ARE YOU PROFICIENT IN ANY LANGUAGE(S)? IF SO, PLEASE LIST AND SELECT APPROPRIATE DESIGNATION:

LANGUAGE	SPEAK	READ	TRANSLATE
1. _____	_____	_____	_____
2. _____	_____	_____	_____

IF APPROVED, ARE YOU WILLING TO BE A MENTOR FOR AN ATTORNEY IN AN AREA(S) OF LAW FOR WHICH YOU WILL BE ACCEPTING REFERRALS? _____ YES _____ NO

PART IV – SUBJECT MATTER PANEL APPLICATION

LAST NAME: _____

FIRST NAME: _____

M.I.: _____

(PLEASE USE THE ATTACHED LRS SUBJECT MATTER AREAS OF LAW & FIELDS OF LAW FOR THE FOLLOWING SECTIONS – ATTACH ADDITIONAL PAGES IF NECESSARY)

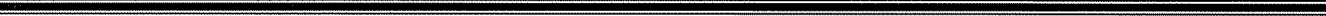
AREAS OF LAW (PLEASE LIMIT TO 5): _____

FIELDS OF LAW: _____

1. MATTERS HANDLED TO A CONCLUSION IN LAST FIVE (5) YEARS IN THIS FIELD OF LAW
FOR EACH FIELD OF LAW LISTED ABOVE, PLEASE ATTACH A DESCRIPTION OF AT LEAST THREE (3) MATTERS YOU HAVE HANDLED IN THIS FIELD, WITH CASE NAMES, IF APPLICABLE. YOUR DESCRIPTION MUST INCLUDE A SUMMARY OF SPECIFIC MATTERS IN WHICH YOU PARTICIPATED IN EACH FIELD FOR WHICH YOU ARE APPLYING. PLEASE ALSO DESCRIBE THE NATURE OF YOUR PARTICIPATION, FACTS, ISSUES, AMOUNTS IN CONTROVERSY, FINAL RESULTS, AND HOW YOUR CLIENT BENEFITTED FROM YOUR COUNSEL OR REPRESENTATION:

2. CLE TAKEN IN FIELD OF LAW LAST FIVE (5) YEARS:

3. OTHER RELEVANT INFORMATION (INCLUDING CERTIFICATION IN THIS AREA), BACKGROUND, TRAINING, OR EXPERIENCE IN THIS FIELD OF LAW:



APPROVED IN FOLLOWING FIELDS OF LAW:

REQUIRES MENTORING IN FOLLOWING FIELDS OF LAW:

LRS EXPERIENCE REVIEW BOARD

DATE

LRS AREAS OF LAW & FIELDS OF LAW

ADMINISTRATIVE/GOVERNMENT

- School Law
- SSI / Disability

BANKRUPTCY

BUSINESS, CORPORATE, PARTNERSHIPS

- Corporate
- Financing – Predatory Lending
- International
- Partnerships & Other Business Entities
- Business Contracts & Agreements
- Entertainment/Sports
- Non-Profit Corporations
- Collections/Garnishment/Repossessions

CIVIL RIGHTS

- Discrimination (Non-employment)
- Harassment (Non-employment)

CONSUMER

- Defects / Warranties
- Lemon Law
- Construction Disputes
- Debtor Issues

CRIMINAL

- Expungement
- Felonies
- Misdemeanors
- Federal
- Appellate Issues
- Stalking / Restraining Orders
- Traffic / DUI
- Juvenile

DOMESTIC/FAMILY

- Divorce/Dissolution
- Child Custody / Support
- Paternity

EMPLOYMENT

- Employer Intentional Tort
- ADA
- Contracts
- Discrimination
- ERISA
- Health & Safety Regulations
- Labor Law - Employee
- Labor Law - Employer
- Pensions / Retirement
- Sexual Harassment & Harassment
- Wrongful Termination
- Unemployment Benefits

IMMIGRATION/NATURALIZATION

INTELLECTUAL PROPERTY

- Copyrights
- Patents
- Trademarks / Trade Dress
- Computer Law
- Trade Secrets

PERSONAL INJURY PANEL/TORT

- Personal Injury
- Medical Malpractice
- Product Liability
- Asbestos/Toxic Torts
- Wrongful Death
- Negligence (non-bodily injury)
- Uninsured Motorist/Insurance Law
- Legal Malpractice
- Defamation
- Personal Injury / Tort Defense
- Victims of Crime Benefits

PROBATE

- Adoptions
- Estate Planning / Elder Law
- Estates
- Guardianships
- Incompetence / POA
- Trusts
- Wills / Living Wills & Trusts

REAL ESTATE

- Purchase / Sales – Quit Claim Deeds
- Condominiums
- Foreclosures
- Zoning
- Construction – Land Contract
- Landlord / Tenant

TAX

WORKERS' COMPENSATION

- Federal
- State