



ATTORNEY-PARTICIPANT APPLICATION

COVERING PARTICIPATION BEGINNING JULY 1, 2015 AND CONTINUING
TO INCLUDE ALL SUBSEQUENT APPLICATION AND RENEWAL PERIODS
UNLESS AND UNTIL MODIFIED BY AGREEMENT OF THE PARTIES

Introduction

The Cleveland Metropolitan Bar Association Lawyer Referral Service (CMBA LRS) “operates in the public interest for the purpose of referring prospective clients to lawyers, pro bono and public service programs, and government, consumer, or other agencies who can provide the assistance the clients need in light of their financial circumstance, spoken language, and disability, geographical convenience, and the nature and complexity of their problem.” CMBA LRS is an Ohio Supreme Court-registered and ABA-approved Lawyer Referral and Information Service.

CMBA LRS is open to all lawyers licensed and duly-admitted to the practice of law in Ohio:

- a) who maintain an office or other physical presence in Northeast Ohio;
- b) who meet the “reasonable, objectively-determined experience requirements established by the service.” Gov. Bar. R. XVI;
- c) who apply to LRS, gain approval, and execute a CMBA LRS Participation Agreement;
and
- d) who pay the annual LRS Participation Fee (\$250, unless pro-rated or discounted)

These requirements and other CMBA LRS policies are set and modified from time-to-time by an appointed LRS Oversight Committee. Such Committee has established procedures for admitting, suspending, and/or removing Attorney-Participants from its roll of panelists and for the normal daily operations of CMBA LRS. Its determinations can be appealed to the CMBA Board of Trustees.

CMBA LRS makes referrals (subject to screening and other limitations) *free of charge*, and the initial phone call to the Attorney-Participant is offered as a *free initial consultation* (“up to one-half hour, at the Attorney-Participant’s discretion”). In this way, providing uncompensated brief phone consultations as a public service is inherently part of the LRS experience. See CMBA LRS Participation Agreement.

Neither party to the referral is obligated to enter into any Lawyer-Client relationship, but a portion of any legal fees generated from a referred matter are to be paid over to CMBA LRS in accordance with the terms and conditions stated more fully in the LRS Participation Agreement. This amount is interchangeably referred to as the CMBA LRS “Percentage” or “Co-counsel” Fee.

CMBA LRS may not control or place limits on an Attorney-Participant’s selection of co-counsel in any referred matter, but “Percentage” Fees payable to CMBA LRS are to be calculated as a percentage of the *total*/net fees earned in connection with the matter (i.e. not limited to the fee earned by the Attorney-Participant to whom the matter is referred). Attorney-Participants should be sure to explain this provision to selected Co-Counsel. It is the obligation of the LRS Attorney-Participant to calculate and pay “Percentage” Fees in accordance with the terms and conditions stated more fully in the LRS Participation Agreement.

In the CMBA LRS Participation Agreement, LRS Attorney-Participants acknowledge that matters referred by LRS are not to be re-referred to partners, affiliated counsel, or any other lawyer who is not also an LRS Attorney-Participant without Co-Counseling the matter, notifying CMBA LRS of the arrangement, and ensuring that the proper “Percentage” Fee is paid over to CMBA LRS.

In the CMBA LRS Participation Agreement, LRS Attorney-Participants agree not to charge referred clients fees or other costs that would exceed those the client would have incurred had LRS been involved in making the referral. In other words, An LRS Attorney-Participant may not increase or inflate a client’s fees to offset or cover LRS Participation or “Percentage” Fees.

In the CMBA LRS Participation Agreement, CMBA LRS reserves the right to periodically survey referred persons to determine satisfaction with its operations, inquire about fees, and to investigate and take appropriate action with respect to client complaints against Attorney-participants.

In the CMBA LRS Participation Agreement, CMBA LRS also reserves the right to periodically audit Attorney-Participants' referral records to ensure compliance with the terms and conditions of the CMBA LRS Participation Agreement with respect, but not limited to, the calculation and payment of "Percentage" Fees.

To apply, an Attorney must complete the following Application questionnaire. Where responding to a prompt would violate client confidentiality, redaction is appropriate.

Attorney will be timely notified of acceptance (or conditional acceptance, or rejection) of Attorney's Application for LRS participation.

In the case of approval, LRS participation will commence upon CMBA's receipt of payment of all applicable application fees and an executed LRS Participation Agreement (including proof of Professional Liability Insurance coverage) and shall continue thereafter until expiration of the term or until terminated as provided for in the LRS Participation Agreement.

Re-application to CMBA LRS is not required on an annual basis. Once approved to participate, an Attorney-Participant remains qualified to participate and receive referrals in the areas of law in which the Attorney-Participant has demonstrated sufficient experience in their original Application. Wherever an Attorney-Participant wishes to *add* areas of experience for referral purposes, CMBA LRS shall require application in order for the Attorney-Participant to receive referrals in any such *new* areas of law.

As indicated in the CMBA Participation Agreement, an Attorney-Participant agrees to continue to be bound by the terms of that Agreement for the entire duration of their participation in CMBA LRS. Any amendment to such Agreement must be ratified by both parties by the execution of a new Agreement.

Application

Mail completed application to: CMBA LRS, 1375 East 9th Street, Floor 2, Cleveland, OH 44114-178

Last Name: _____

First Name: _____ M.I.: _____

Firm: _____

Address _____

City/State _____

Zip Code _____

Phone _____

Fax _____

E-Mail _____

OH Atty. Reg. # _____

Yr. Admitted (OH) _____

[Please check all that apply / answer the following:]

Attorney is a member in good standing of the bar of the State of Ohio

Attorney maintains a physical office in Cuyahoga or a contiguous county

Attorney has, and will maintain in effect, professional liability insurance having limits not less than \$100,000 per occurrence/\$300,000 in the aggregate and provided by an insurer qualified to do business in the State of Ohio

Professional Liability Insurer _____

Policy limits _____

Expiration Date of Policy: _____

Please attach a copy of your current Insurance "Declarations Page" to this Application

Attorney is admitted to the practice of law in States *other than Ohio*

If so, please indicate jurisdiction(s) and year(s) of admission

Attorney is a member of CMBA (or wishes to join in order to take advantage of the Member-discounted LRS Participation Fee)

Years engaged in the practice of law _____

Notable Admissions (Courts) _____

Normal Office Hours _____

Are you aware of any unresolved grievances/disciplinary complaints filed against you?

NO YES

If yes, please explain (including investigating entity)

Have you ever been the subject of professional discipline in any jurisdiction?

NO YES

If yes, please explain (including investigating entity and description of findings)

Are you proficient in any (foreign) language(s)?

NO YES

If yes, please indicate the following

Language

_____	Speak <input type="checkbox"/>	Read <input type="checkbox"/>	Translate <input type="checkbox"/>
_____	Speak <input type="checkbox"/>	Read <input type="checkbox"/>	Translate <input type="checkbox"/>

Are you now-willing to serve as a Mentor for an attorney in an area(s) of practice for which you will be accepting referrals? NO YES Maybe

[Panel Selection]

Areas of Law in which referrals are desired (check all boxes for areas applied to):

*Note: For each type of matter selected, an Applicant must attach a listing and description of at least three (3) such matters handled to a substantial degree or completion in the preceding five (5) years **or submit a signed affidavit stating that the Applicant possesses experience exceeding this requirement.**

*Where applicable, an Applicant should describe the nature of their participation in the representation, facts, issues, amounts in controversy, final results, and how the client benefitted from the Applicant's counsel or representation.

*Where an Applicant has taken recent CLE courses in a relevant area of law, Applicant should indicate these, along with any other relevant information (including certification in this area), background, training, or experience in the relevant area of law.

1001 Admiralty Law	<input type="checkbox"/>
1101 Bankruptcy (Debtors)	<input type="checkbox"/>
1201 Business / Commercial Disputes	<input type="checkbox"/>
1202 Business / Commercial Disputes – Appeals	<input type="checkbox"/>
1203 Business – Entity Formation / Dissolution	<input type="checkbox"/>
1204 Business – International	<input type="checkbox"/>
1301 Civil Rights – Discrimination (Non-Employment)	<input type="checkbox"/>
1302 Civil Rights – Harassment (Non-Employment)	<input type="checkbox"/>
1303 Civil Rights – Prisoner Rights & Police Misconduct	<input type="checkbox"/>
1304 Civil Rights – 1 st Amendment Rights	<input type="checkbox"/>
1305 Civil Rights – ADA	<input type="checkbox"/>
1401 Collections (Judgment-Creditors Only)	<input type="checkbox"/>

- 1501 Consumer Law – Construction Disputes
- 1502 Consumer Law – Debt Collection DEFENSE
- 1503 Consumer Law – Insurance Coverage & Bad Faith
- 1504 Consumer Law – Lemon Law & Used Vehicle Warranties
- 1505 Consumer Law – General Litigation & Appeals
- 1506 Consumer Law – Bank Dispute / Financing / Predatory Lending

- 1601 Criminal Defense – Appeals
- 1602 Criminal Defense – Common Pleas Court
- 1603 Criminal Defense – Federal Court
- 1604 Criminal Defense – Juvenile Court
- 1605 Criminal Defense – Opposing Protection Orders
- 1606 Criminal Defense – Traffic, OVI & Municipal Court
- 1607 Criminal Defense – Record Seals

- 1701 Employment Law – Pension Issues
- 1702 Employment Law – Unemployment Compensation
- 1703 Employment Law – Wage and Hour Violations
- 1704 Employment Law – Harassment / Discrimination / Wrongful Termination
- 1705 Employment Law – Education (Faculty / Staff)
- 1706 Employment Law – Federal Courts
- 1707 Employment Law – General Inquiries
- 1708 Employment Law – Employer (Defendant)
- 1709 Employment Law – ADA

- 1801 Family Law – Adoptions
- 1802 Family Law – Child Custody / Visitation
- 1803 Family Law – Child Support
- 1804 Family Law – Divorce / Dissolution / Legal Separation
- 1805 Family Law – Grandparents' Visitation
- 1806 Family Law – Paternity
- 1807 Family Law – Post-Decree Domestic Relations
- 1808 Family Law – QDROs

1809	Family Law – Abuse / Neglect Allegations	<input type="checkbox"/>
1810	Family Law – International	<input type="checkbox"/>
1811	Family Law – Seeking Protection / Restraining Order	<input type="checkbox"/>
1901	Immigration	<input type="checkbox"/>
2001	Intellectual Property (Trademarks, Copyrights, Patents)	<input type="checkbox"/>
2002	Intellectual Property Litigation & Appeals	<input type="checkbox"/>
2101	Personal Property Disputes (Non-Real Estate)	<input type="checkbox"/>
2201	Probate – Administration of Estates	<input type="checkbox"/>
2202	Probate – Estate Planning (Wills, Trusts, Medicare / Medicaid)	<input type="checkbox"/>
2203	Probate – Guardianships and Powers of Attorney	<input type="checkbox"/>
2204	Probate – Recovery of Embezzled Assets & Will Contests	<input type="checkbox"/>
2205	Probate – Appeals	<input type="checkbox"/>
2301	Real Estate – Boundary Disputes & Easements	<input type="checkbox"/>
2302	Real Estate – Evictions (Landlord is Client)	<input type="checkbox"/>
2303	Real Estate – Evictions (Tenant is Client)	<input type="checkbox"/>
2304	Real Estate – Foreclosure Defense	<input type="checkbox"/>
2305	Real Estate – General Litigation & Appeals	<input type="checkbox"/>
2306	Real Estate – Mineral Rights (Oil & Gas)	<input type="checkbox"/>
2307	Real Estate – Purchase / Sale / Deed Transfers	<input type="checkbox"/>
2308	Real Estate – Zoning, Building Code Violations	<input type="checkbox"/>
2309	Real Estate – Condo Law	<input type="checkbox"/>
2310	Real Estate – Liens / Title Defects	<input type="checkbox"/>
2401	Professional Licensure & Disciplinary Issues	<input type="checkbox"/>
2501	Social Security (Disability)	<input type="checkbox"/>

- | | |
|--|--------------------------|
| 2502 Social Security (Income) | <input type="checkbox"/> |
| 2503 Social Security (Retirement) | <input type="checkbox"/> |

- | | |
|--|--------------------------|
| 2601 Tax – Income Taxes (Federal, State, Local) | <input type="checkbox"/> |
| 2602 Tax – Real Estate (Property) Taxes | <input type="checkbox"/> |

- | | |
|--|--------------------------|
| 2701 Tort – Asbestos / Mesothelioma (Plaintiff) | <input type="checkbox"/> |
| 2702 Tort – Civil Theft (Plaintiff) | <input type="checkbox"/> |
| 2703 Tort – Defendant | <input type="checkbox"/> |
| 2704 Tort – Defamation & Privacy Issues (Plaintiff) | <input type="checkbox"/> |
| 2705 Tort – Dental Malpractice (Plaintiff) | <input type="checkbox"/> |
| 2706 Tort – Funeral Home Liability (Plaintiff) | <input type="checkbox"/> |
| 2707 Tort – Legal Malpractice (Plaintiff) | <input type="checkbox"/> |
| 2708 Tort – Malicious Prosecution / Wrongful Imprisonment (Plaintiff) | <input type="checkbox"/> |
| 2709 Tort – Medical Malpractice (Plaintiff) | <input type="checkbox"/> |
| 2710 Tort – Nursing Home Liability (Plaintiff) | <input type="checkbox"/> |
| 2711 Tort – Personal Injury (Plaintiff) | <input type="checkbox"/> |
| 2712 Tort – Professional Negligence (Plaintiff) | <input type="checkbox"/> |
| 2713 Tort – Property Damage (Plaintiff) | <input type="checkbox"/> |
| 2714 Tort – Slip & Fall (Plaintiff) | <input type="checkbox"/> |
| 2715 Tort – Wrongful Death (Plaintiff) | <input type="checkbox"/> |
| 2716 Tort – Appeal | <input type="checkbox"/> |
| 2717 Tort – Dog Bite (Plaintiff) | <input type="checkbox"/> |
| 2718 Tort – Products Liability (Plaintiff) | <input type="checkbox"/> |
| 2719 Tort – Assault / Battery (Plaintiff) | <input type="checkbox"/> |
| 2720 Tort – Legal Malpractice (Defendant) | <input type="checkbox"/> |
| 2721 Tort – Uninsured / Under-Insured Motorist | <input type="checkbox"/> |

- | | |
|-------------------------------------|--------------------------|
| 2801 Veterans' Benefits (VA) | <input type="checkbox"/> |
|-------------------------------------|--------------------------|

- | | |
|---|--------------------------|
| 2901 Victims of Crime Compensation | <input type="checkbox"/> |
|---|--------------------------|

3001 Workers' Compensation (Ohio)

3002 Workers' Compensation (Federal Claim)

3101 Environmental Law

3201 Liquor Licensing

Being an applicant to CMBA LRS, Attorney hereby affirms that the representations contained throughout this CMBA LRS Application (and any attachments hereto) are true and correct to the best of Attorney's knowledge and belief.

Name _____

Signature _____ Date _____



CMBA LRS PARTICIPATION AGREEMENT

TO BE EXECUTED UPON APPROVAL OF AN ATTORNEY-APPLICANT'S APPLICATION TO CMBA LRS

COVERING PARTICIPATION BEGINNING JULY 1, 2015 AND CONTINUING
TO INCLUDE ALL SUBSEQUENT APPLICATION AND RENEWAL PERIODS
UNLESS AND UNTIL MODIFIED BY AGREEMENT OF THE PARTIES

Participation in the Cleveland Metropolitan Bar Association Lawyer Referral Service (CMBA LRS) is governed by this CMBA LRS Participation Agreement.

LRS Attorney-Participants are bound by the terms of this Agreement for the entire duration of their participation in CMBA LRS (including renewal periods).

I. General Provisions

1. Attorney-Participant must be a member in good standing of the bar of the State of Ohio and agrees to notify CMBA LRS immediately of any change in this status.
2. Attorney-Participant must maintain an office in Cuyahoga County Ohio or a contiguous county, and agrees to notify CMBA LRS immediately of any change in the address or telephone number previously furnished.
3. Attorney-Participant must have, and will maintain in effect, professional liability insurance having limits not less than \$100,000 per occurrence/\$300,000 in the aggregate provided by an insurer qualified to do business in the State of Ohio. Attorney-Participant must notify CMBA LRS promptly in the event of renewal or termination of coverage or the non-renewal of such coverage upon its scheduled lapse, and shall not accept any LRS referral when such coverage is not in effect. Attorney-Participant shall submit to CMBA LRS evidence of professional liability insurance coverage from time to time as CMBA LRS may request and in any event prior to expiration or termination of coverage of the policy previously furnished to CMBA LRS.
4. CMBA LRS makes referrals (subject to screening and other limitations) *free of charge*, offering the initial phone call to the Attorney-Participant as a *free initial consultation*. Uncompensated brief telephone consultations are inherently part of the LRS participation experience. Attorney agrees to provide LRS referents an initial phone consultation (“up to one-half hour, at the attorney’s discretion”) *without charge*. Such consultation shall be for the purpose of becoming familiar with the person’s perceived legal needs, for brief discussion of what Attorney *might* do for the client in the event of being hired, and for a discussion of fees, but not for the purpose of discussion of how to prepare legal documents pro se nor for any for detailed ‘free legal advice.’ [Attorney-Participant is free to negotiate fees for services beyond the initial phone consultation.]
5. Neither party to any referral is obligated to enter into a Lawyer-Client relationship, but a portion of any legal fees generated from a referred matter are to be paid over to CMBA

LRS in accordance with the terms and conditions stated more fully in Part II. below. This amount is interchangeably referred to as the CMBA LRS “Percentage” or “Co-counsel” Fee.

6. While CMBA LRS may not control or place limits on an Attorney-Participant’s selection of co-counsel in any referred matter, “Percentage” Fees payable to CMBA LRS are to be calculated as a percentage of the *total*/net fees earned in connection with the matter (i.e. not limited to the fee earned by the Attorney-Participant to whom the matter is referred). In this way, Attorney-Participants acknowledge that matters referred by LRS are not to be re-referred to partners, affiliated counsel, or any other lawyer who is not also an LRS Attorney-Participant without Co-Counseling the matter, notifying CMBA LRS of the arrangement, and ensuring that the proper “Percentage” Fee is paid over to CMBA LRS when the matter is resolved or otherwise concluded.

7. Attorney-Participant may not charge referred clients fees or other costs that would exceed those the client would have incurred had LRS been involved in making the referral. In other words, An Attorney-Participant agrees not to increase or inflate a client’s fees to offset or cover LRS Participation or “Percentage” Fees.

8. Where representation is entered into, consistent with the Ohio Rules of Professional Conduct, Attorney-Participant should charge clients fees *reasonable* in light of the services to be rendered and explain to the Client at the outset of each representation the manner in which Attorney’s fees will be calculated and billed and when the same will be expected to be paid. Wherever practicable, Attorney should enter into a *written* fee agreement with Client or confirm in writing to the Client the basis for determining fees – including the manner in which case expenses will be addressed. Where disputes as to fees and/or expenses with a referred client arise, Attorney-Participant agrees to submit to binding CMBA fee dispute arbitration in order to resolve any such dispute and to participate and cooperate fully in such proceedings.

9. Attorney shall maintain accurate records of all matters pertaining to a referred 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.

10. CMBA LRS reserves the right to periodically survey referred persons to determine satisfaction with its operations, inquire about fees paid or owing, and to investigate and take appropriate action with respect to client complaints against Attorney-participants.

11. CMBA LRS reserves the right to periodically audit Attorney-Participants' referral records to ensure compliance with the terms and conditions of the CMBA LRS Participation Agreement with respect, but not limited to, the calculation and payment of "Percentage" Fees owing.

12. Attorney-Participant's eligibility for participation in CMBA LRS shall be subject to suspension in the event that:

- a. Attorney's privilege to practice of law is suspended or terminated;
- b. Upon probable cause, a grievance proceeding against Attorney is referred to CMBA Grievance Committee Subcommittee for formal investigation;
- c. CMBA LRS 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; or
- d. Upon non-compliance with any of the terms and conditions of this Agreement and after written warning giving reasonable time to remedy the non-compliance.

13. Attorney-Participant will accept such limitations or qualification upon LRS referrals (including mentor involvement in handling of Client matters) as may be imposed by any LRS subject matter review panel appointed by CMBA LRS. 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 a given area of practice. Refusal by the LRS Oversight Committee to approve Attorney for referral of matters in a given area of practice without a mentor or imposition of limitations or other requirements may be appealed in writing to the CMBA LRS Oversight Committee for review.

14. The LRS Oversight Committee reserves the right to suspend or terminate Attorney-Participant's participation in LRS for *any* good cause shown after written warning giving reasonable time to remedy the issue.

15. All decisions by 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.

16. Attorney-Participant warrants that he or she is qualified to competently handle matters in the categories and subcategories selected in his or her LRS Attorney-Participant Application and in such other categories and subcategories as may hereafter be selected by Attorney-Participant.

17. 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 the percentage of fees received from Client pursuant to the terms of this Agreement.

18. Attorney-Participant should treat persons referred by CMBA LRS (regardless of whether ultimately accepted as a Client) with courteousness and respect. LRS takes this obligation seriously and will employ corrective action (beginning with written warning and up to and including suspension or termination of service participation) where warranted. Attorney shall return telephone calls from LRS and persons referred by LRS promptly. In accordance with the Ohio Rules of Professional Conduct, Attorney will handle Client matters *diligently* and keep the Client fully informed as to the status thereof.

19. Attorney-Participant should endeavor to advise LRS of periods when it is anticipated that Attorney will be unavailable to accept LRS referrals for any reason (*e.g.* vacations). [LRS prefers not to refer Attorney-Participants who are not available to take prospective client calls.]

20. Attorney-Participant will comply with such additional rules and procedures as the CMBA may require from time to time providing for efficient and effective LRS administration and for protection of the public.

21. 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 is no longer true and correct in any material respect.

II. Fees

1. Attorney-Participant shall 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. \$250.00 if Attorney-Participant is a CMBA member in good standing.
- b. \$565.00 if Attorney-Participant is not a CMBA member in good standing.

LRS participation fees are prorated by the half-year only (on written request) and shall be due and payable with Attorney's Application and thereafter on or before July 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.

2. Attorney-Participant's LRS participation fee payments shall be neither refundable nor tolled during any period of Attorney's suspension or any other form of non-participation in CMBA LRS.

3. Attorney-Participant, at Attorney-Participant's option, will pay to CMBA the following annual **LRS Online Directory "Enhanced Profile" Fee**

- a. \$900 if Attorney is a CMBA member in good standing (or \$450 for six (6) months)

- b. \$1215 if Attorney is not a CMBA member in good standing (or \$765 for six (6) months)

4. **Attorney shall pay to CMBA LRS a percentage of any legal fees earned in connection with any referred matter.** This fee is akin to a Co-Counsel fee, and shall be calculated as follows:

Fifteen percent (15%) of net legal (attorney's) fees

Attorney-Participant will remit to CMBA LRS its Percentage Fees payable no later than the last day of the month in which Attorney receives fee payments from a referred client. Where a client pays as their matter progresses (as opposed to at the conclusion of the matter), it is Attorney's responsibility to track percentage fees properly payable and remit such payment properly. Where remitting payment at once at the conclusion of the matter is more efficient than remitting payment within a month of receipt, Attorney will indicate such plan to LRS in writing (or via e-mail).

5. Attorney will promptly furnish to CMBA certifications as to fees earned and expenses billed and received from each Client as CMBA may from time to time require and request, and agrees to respond to such requests for information relating to referred clients.

CMBA LRS will:

1. Make prospective client referrals on a non-preferential, rotating basis (alternating with the other attorneys participating in the same area of practice) by furnishing Attorney's name, address and telephone number to such prospective client. [Attorney recognizes and acknowledges that referrals may occasionally take into account Attorney's office location(s) and non-English language preferences requested by prospective clients.]

2. Furnish to Attorney-Participants such forms and practice aids as the LRS has available in order to assist Attorney in the administration and handling of LRS referred matters;

3. Promote LRS in the community in order to increase public awareness thereof in any manner as the LRS Oversight Committee and the CMBA Board of Trustees may determine beneficial; and

4. Utilize participation and percentage fees paid by Attorney-Participants for the operating expenses of LRS including 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 CMBA and LRS.

Name _____

Signature _____ Date _____

LRS Rep. _____ Date _____