ARTICLE VIII: Appendix

ACKNOWLEDGEMENT OF UNDERSTANDING

Pursuant to the reporting requirements set forth by the Supreme Court of Ohio Committee for Lawyer Referral and Information Services, I understand and acknowledge that (insert Attorney’s Name), my attorney, may be required to release and report to (insert name of the Lawyer Referral Service) the lawyer referral service that recommended my attorney’s services to me, pertinent information regarding my case, which may include the current status of my case and the amount of the attorney’s fees. I further acknowledge that by signing this document, the disclosure policy applicable to my case has been fully explained to me and that all of my questions have been answered regarding this matter.

_____________________________________
Client’s Signature

The above should be presented to all clients and kept on file.
THE LAWYER REFERRAL & INFORMATION SERVICE
OF THE TOLEDO BAR ASSOCIATION

invites you to become a part of our growing service.

Complete the enclosed application and any other appropriate forms and return to the Lawyer Referral office along with a copy of the cover sheet of your malpractice insurance showing the expiration date.

The annual fee for Toledo Bar Association Members for the fiscal year beginning July 1 through June 30 is $100.00, which includes three (3) major categories and any or all subcategories within that category. Each additional major category is $25.00 each.

The annual fee for non-members of the Toledo Bar Association for the fiscal year beginning July 1 through June 30 is $300.00 which includes three (3) major categories and any or all subcategories within that category. Each additional major category is $25.00 each.

Don’t forget to enclose your check with your signed application.

Maximum Fee to Be Charged to Client

A. Each client shall pay the current initial referral fee set by the LRIS Committee and the Board of Trustees. This fee entitles the client to a maximum half-hour consultation with the attorney. For local referrals, the attorney shall collect the referral fee in advance and promptly forward it to the LRIS as the referral fee for the consultation. For long-distance referrals, the attorney shall collect the referral fee at the time the attorney is retained by the client, and he/she shall promptly forward it to the LRIS at that time.

B. The referral fee is to be paid to the LRIS within 10 days of receiving it. It is not to be withheld until the case develops or concludes.

C. If the attorney expects to seek compensation for a longer consultation or for services, or if longer consultation or further services are requested by the client, the attorney and client shall establish in advance a fee arrangement. It is strongly recommended that all fee arrangements with clients be in writing.

D. Every LRIS member shall establish his/her fees in accordance with the spirit and the letter of the provisions of Disciplinary Rule 2-106 of the Ohio Code of Professional Responsibility, Fees for Legal Services.
ARTICLE VI: Reporting

The LRIS panel member shall complete and return a monthly status report, as soon as practicable, not more than 14 days after receipt. Failure to return the report within the time specified may justify the LRIS Committee in taking action up to and including removing the panel member from the LRIS panel listing. Each attorney shall give written notice to his or her client that the attorney may be required to disclose to the LRIS certain information regarding the client’s case. The notice shall describe the information that may be reported, including, but not limited to the current status of the client’s case and the amount of the attorney’s fee, and indicate that the disclosure is required in order for the LRIS to satisfy its reporting requirements to the Supreme Court Committee for Lawyer Referral and Information Services. The notice shall be similar in substance to the Acknowledgement of Understanding contained in the appendix to these rules. Nothing herein will require any attorney to violate the attorney-client privilege.

ARTICLE VII: Fees

Each member of the LRIS shall pay the LRIS an annual membership fee. In addition, each member shall pay the LRIS a percentage of the client fee collected. Percentages are set by the LRIS Committee and the Board of Trustees of the Toledo Bar Association and are subject to change. Payments to the LRIS are due when the attorney receives payment from the client. Payments are not to be withheld until the case concludes.

Panel members shall cooperate in reporting to the LRIS the gross amount of fees collected and the amount due LRIS and shall promptly pay to the LRIS the percentage amount due for the specific matter upon which the referral was made. A settlement statement for all contingency cases is required for closure.

An attorney who accepts referrals must, if the client desires, submit any fee dispute to arbitration by the appropriate fee dispute committee of the Toledo Bar Association. This does not interfere with the attorney’s independent professional judgment in behalf of the client, and in addition, this requirement promotes the spirit of Ethical Consideration 2- 22, Avoiding Fee Controversies.

ARTICLE I: Purpose

The purpose of the Lawyer Referral & Information Service (LRIS) is to assist the general public, by providing a way by which any person who can afford to pay a reasonable fee for legal services and, who is able and interested in receiving legal services, may be referred to an attorney, who certifies in writing that he/she is qualified to practice law in the area of interest to the client.

ARTICLE II : Governance

A. The Toledo Bar Association Board of Trustees is responsible for ultimate policy and program direction.

B. Responsibility for certain decisions of such issues as panel qualifications, failure to properly follow LRIS rules, etc. are delegated to the LRIS Administrator and the LRIS Committee. The LRIS Committee will be composed of TBA members appointed by the President of the Toledo Bar Association.

C. The Service shall be an instrumentality of the Toledo Bar Association.

ARTICLE III: Conditions for Panel Membership

To qualify for listing on the LRIS panel, an attorney must:

A. Be actively engaged in the private practice of law and maintain a private Law office not connected with any other business, unless such connection is merely incidental to the attorney’s private practice of law.

B. Maintain professional liability insurance and provide the LRIS with a copy of the face sheet or declaration page of the policy. The attorney will be removed from the LRIS panel upon expiration of coverage if proof of continued coverage is not provided. The attorney shall maintain a minimum coverage of one hundred thousand dollars ($100,000.00) per occurrence and three hundred thousand dollars ($300,000.00) in the aggregate.

C. Agree that all referrals are accepted in accordance with provisions of Ohio Supreme Court Code of Responsibility D.R.6-101, Failing to Act Competently.

D. If requested by LRIS, provide evidence of qualifications to practice the category(s) selected on the panel application.

E. Manifest professionalism in every contact between the attorney and the client, and establish and maintain effective communications with the client including, by way of illustration and not of limitation, the answering or prompt returning of telephone calls by the panel member or the attorney’s office staff, and written correspondence to the client.
ARTICLE IV: LRIS Rules

A. Attorneys’ names will be selected by category as to area of law and geographic area in the order of receipt of applications. Applications will be accepted at any time during the fiscal year. In selecting the areas of law in which the attorney wants referrals, the attorney shall adhere to Supreme Court’s Code of Professional Responsibility, in particular, Disciplinary Rule DR-6-101, Failing to Act Competently. In the event that an attorney’s name has been removed from the rotation list for any reason, future placement of that attorney’s name on the rotation list will be processed as if it is an initial application.

B. Any listing attorney may resign at any time, and shall promptly complete reports on any uncompleted referrals.

C. Each prospective client shall be asked upon the initial contact with the LRIS whether he/she wishes to be referred to an attorney in the particular area of practice and/or geographical area. If the prospective client indicates a preference, an attorney shall be selected from the appropriate panel listing. Otherwise, an attorney shall be selected from the random panel listing.

D. Referrals will be made to listed attorneys in the order in which their names appear in the panel rotation listing.

E. Panel members will accept any referral for the initial interview except for those matters which a member has indicated in his/her application he/she is unwilling to handle. However, should any referral give rise to a conflict of interest, a panel member shall refer the client back to LRIS to obtain a new referral. Nothing herein will be constructed to obligate a panel member to accept employment beyond the initial consultation.

F. Each panel member agrees to conduct an in-person interview with local referrals and conduct a telephone interview with long-distance referrals. The attorney shall not refer a prospective client to another attorney. The attorney shall collect the referral fee prior to commencing an interview with a local referral. For long-distance referrals, the referral fee shall be collected at the time the attorney is retained by the client.

G. Initial contact with referred client may be by attorney or client unless otherwise stated by LRIS personnel.

ARTICLE V: Applications

The attorney hereby applies for membership on the panel(s) of the LRIS and certifies that he/she is familiar with all rules governing the Service, and that he/she will abide by such rules and by all such promulgated by the Association as long as he/she continues to be a member of the LRIS. The attorney will pay the LRIS the annual registration fee and further will timely remit a percentage of the amount of each fee received for services performed for referral clients to the LRIS in order to defray expenses of operation. Such fees are to be set by the LRIS Committee and the Board of Trustees of the Toledo Bar Association. The attorney certifies that in choosing category selections, he/she is familiar with the Ohio Supreme Court of Professional Responsibility, in particular, D.R. 6-101, Failing to Act Competently.

A. Each prospective panel member shall submit an application.

B. The applicant shall list only those fields of legal work or geographic areas in which he/she desires to accept referrals.

C. Each prospective panel member shall submit a copy of the face sheet or declaration page of his/her active and current professional liability insurance policy.

D. In accepting the registration from any applicant, the LRIS may require such additional information and certification, as it deems necessary.

E. Any applicant may be denied registration and any registered attorney may be removed from the panel if the attorney has:
   1. Willfully failed to pay any fee, to complete required reports, to carry or maintain professional liability insurance or otherwise abide by the rules of the LRIS.
   2. Signed any application or other certification or report to the LRIS which shall be found to be untrue in any material respect.

F. Each Panel member agrees:
   1. To permit any dispute concerning fees arising from a referral to be submitted to the Fee Arbitration committee of the TBA.
   2. To grant all clients referred by the LRIS an appointment as soon as practical after the potential client’s request has been made.
   3. To abide by all rules of the LRIS, and in no event hold, or claim to hold, the LRIS or any of the officers, members or employees liable for the operation of, or use of the information contained in his/her application for the activities of the LRIS.
   4. To indemnify and hold harmless the LRIS, the Toledo Bar Association and their Trustees, members and employees from panel member’s violation of these Rules & Procedures.