

LAWYER REFERRAL SERVICE Application



Name: _____

Address: _____

Firm Name (if any): _____

Phone: _____ Email: _____

Are you a CBA member? Yes No

Date of first admission to the Ohio Bar: _____

Supreme Court #: _____ Date of last registration: _____

In what other states are you licensed to practice law? _____

Have any of the following occurred—whether resolved or not—in Ohio or elsewhere:
(a) an ethics ***grievance*** regarding you has been submitted to the Columbus Bar, the Office of Disciplinary Counsel, or any other entity with the authority to investigate professional conduct matters, (b) an ethics ***complaint*** regarding you has been filed with the Ohio Board of Professional Conduct or a similar body in another state, (c) a court ***has sanctioned*** you for the violation of a professional conduct obligation and/or held you in contempt of court?

Yes No

(If yes, attach additional information which describes the matter, its current status, any sanctioning court and the name of any investigating/prosecuting agency)

Engaged in private practice since: _____

Are you admitted to the Federal Bar? Yes No

Is it your practice to charge an initial consultation fee? Yes No

I am in compliance with all of the CBA's Lawyer Referral Service (LRS) Membership Requirements, attached to this Application, and will notify the CBA within seven (7) days if at any point my circumstances change to take me out of compliance with any of the Requirements. I understand that the CBA may suspend or remove me from the LRS program at any time for non-compliance with the Membership Requirements.

Signature: _____ Date: _____

Payment Information

Enclosed is my payment for: \$250 (CBA members) \$500 (non-members)

Method of payment: Cash Check (payable to CBA) Credit card

Credit card #: _____ Expiration date: _____

Name on card: _____ Signature: _____

LRS ANNUAL DUES:

Columbus Bar Members:
\$250

Non-Members:
\$500

CBA Member Dues:
1-5 years in practice: \$185
6+ years in practice: \$285

Membership dues for and/or volunteer services rendered to the Lawyer Referral Service of the Columbus Bar Association are not deductible as charitable contributions for Federal Income Tax purposes. However, such dues may be deductible as a business expense to the extent not allocated to lobbying expenditures. The Columbus Bar estimates that the non-deductible portion of your dues is 0 percent.

RETURN FORM TO:

Columbus Bar Association
175 S. Third St., Suite 1100
Columbus, OH 43215
Email: becky@cbalaw.org
Fax: (614) 221-4850



LAWYER REFERRAL SERVICE Membership Agreement

1. I maintain a full-time private law practice.
2. I have provided a completed copy of the "Practice Areas" checklist with my LRS application and am competent to practice in accordance with the Ohio Rules of Professional Conduct in all areas checked on that form. Should my practice change in any way such that I no longer accept clients in any of the practice areas I have designated on the checklist, or I am no longer qualified or certified (when required) to practice in any such practice area, I will notify the CBA within seven days of any such change.
3. I currently carry professional liability insurance in at least the minimum amount of \$100,000 per occurrence and \$300,000 in the aggregate as required by Gov Bar R. XVI Sec. 2(A)(1). If my coverage is terminated for any reason. I will notify the LRS within 24 hours of the termination, at which time my name will be withdrawn from the panel. I will submit a renewal verification form to the LRS office within thirty (30) days from the expiration date of the terminating policy along with the coverage of my new policy which shows my limits and deductible.
4. The Columbus Bar Association may interview me and obtain information from me about allegations of unprofessional conduct and/or disciplinary violations concerning me and may deny admission to the LRS panel for any conduct in that regard.
5. My refusal or failure to provide information, or the provision of false or inaccurate information, regarding allegations of unprofessional conduct and/or disciplinary violations concerning me, constitute a sufficient basis to disqualify me from participation in the lawyer referral program.
6. Should any grievance be submitted to any disciplinary authority regarding my professional conduct after the date of this application, I will notify the CBA of any such grievance.
7. I will notify the CBA of any material changes in my practice which would take me out of compliance with the provisions contained in the Lawyer Referral Service "Membership Agreement" executed at the time of my initial participation in the program.
8. I agree to use a written fee agreement with every fee-generating referral from the LRS and to provide an executed copy to my client(s).
9. I agree to perform, at the LRS office's request, at least one pro bono case per calendar year in one of the practice areas I have indicated on my Area of Practice form.
10. I understand that the LRS office will provide callers, on a rotating basis, the name, address and phone number of one to three attorneys with expertise in the subject area associated with the caller's concern and who are in a location convenient to the caller. I also understand that prospective clients may be told whether it is the customary practice of the attorney to charge for an initial consultation and the number of years that the attorney has been in practice.
11. I understand the panel membership dues for a one year period are \$250 for Columbus Bar Association members and \$500 for non-members. On any referral I receive which generates a fee of two hundred dollars (\$200) up to and including one hundred thousand dollars (\$100,000), I agree to pay fifteen percent (15%) of the entire fee to the LRS within thirty (30) days of receiving my fee. For contingent fees of more than one hundred thousand dollars (\$100,000), I agree to pay twenty-five percent (25%) of the entire fee to the LRS within thirty (30) days of receiving my fee. I agree to pay the CBA the percentage of my fee described in the preceding sentence upon my receipt of any fees in this matter; I will not withhold payment to the CBA because I have not yet received my entire fee.
12. If the CBA becomes aware that a payment has not been made to the CBA in accordance with provisions above, I understand that I will be notified in writing and removed from the LRS rotation until payment is received by the CBA. I also understand that the repeated failure to make timely payments to the CBA may, in the CBA's sole discretion, result in my temporary or permanent removal from the LRS rotation.
13. I understand that I may not increase the fee for legal services to a client referred by the CBA to cover the amount paid to the LRS.
14. I will keep accurate records of all cases sent from the LRS office, and I will promptly respond to inquiries by the LRS office (written or oral) regarding referrals.
15. I understand that, if I accept employment by a prospective client and deem it necessary and prudent to associate another attorney as co-counsel to assist me in the case, then I shall within 72 hours notify the LRS of the name and address of said co-counsel. I understand that the payments owed to the CBA for an LRS referral are unaffected by my decision to associate another attorney as co-counsel in the LRS referred matter and that I remain responsible for the full payment described in Paragraph 11, based on all fees in the matter, even if the fees in the matter are split with co-counsel.
16. I declare my commitment to the Profession and the Lawyer Referral Service by adopting, advocating and adhering to these standards of conduct:

To treat clients with respect and courtesy.

To handle their legal matters competently and diligently, in accordance with the highest standards of the profession

To charge a reasonable fee and to explain in advance how that fee will be computed and billed

To return phone calls promptly

To keep clients informed and provide them with copies of important papers

To respect my clients' decisions on the objectives to be pursued in their case, as permitted by law and the rules of professional conduct, including whether or not to settle their case

To work with other participants in the legal system to make our legal system more accessible and responsive

To preserve the clients' confidences learned during our lawyer-client relationship

To exhibit the highest degree of ethical conduct in accordance with the Rules of Professional Conduct

17. I understand that this agreement can be terminated in writing by either party without cause at any time, but upon termination of the agreement, all client matters previously referred by the CBA Lawyer Referral Service remain subject to the terms of this Membership Agreement.
18. I have read the above agreement, and I am aware of its contents. I agree to abide by this agreement with the Columbus Bar Association's Lawyer Referral Service.

Signature: _____ Date: _____ Name (print): _____



LAWYER REFERRAL SERVICE

Practice Areas

Please check the areas in which you receive referrals:

BUSINESS

- B1 Buying/Selling a Business
- B2 Contract Review/Drafting
- B3 Business Formation/Dissolution
- B4 Business Litigation
- B5 IRS Audits
- B6 State Tax Audits
- B7 Liquor Control
- B8 Public Utilities
- B9 Securities
- B10 Environmental
- B11 Entertainment
- B12 International Business
- B13 Customs
- B14 Securities Arbitration
- B15 Commercial Mediation
- BS Sexual Orientation Issues

INSURANCE

- I1 Accident/Health/Disability
- I2 Homeowners/Fire/Casualty
- IS Sexual Orientation Issues

LABOR LAW

- LB1 Employee (private)
- LB2 Employee (public)
- LB3 Employer
- LB4 Discrimination
- LB5 Sexual Harassment
- LB6 Unemployment Benefits
- LB7 Employment Contracts
- LB8 Wage and Hour
- LB9 OSHA
- LBM Labor Mediation
- LBS Sexual Orientation Issues

REAL ESTATE

- R1 Annexation, Zoning
- R2 Condemnations/Approp
- R3 Tenants (residential)
- R4 Construction, Liens
- R5 Representing Buyer/Seller
- R6 Landlord/Tenant (commercial)
- R7 Discrimination
- R8 Real Estate Litigation
- R9 Construction Arbitration
- RS Sexual Orientation Issues

**WORKERS COMPENSATION/
SOCIAL SECURITY**

- WC1 State Workers' Compensation
- WC2 Federal Workers' Compensation
- WC3 Workers' Compensation Litigation
- WC4 Representing Employer
- WC5 Social Security
- WC5S Sexual Orientation Issues

IMMIGRATION

- IM1 Immigration
- IM2 Deportation/Exclusion
- IM3 Visa Petition/Application

INTELLECTUAL PROPERTY

- IP1 Trademarks
- IP2 Patents
- IP3 Copyrights
- IP4 Intellectual Property Litigation
- IP5 Computer Law

CREDITOR/DEBTOR

- CD1 Personal Bankruptcy
- CD2 Business Bankruptcy
- CD3 Commercial Collection
- CD4 Small Claims
- CD5 Consumer Law
- CD6 Farm Bankruptcy
- CDS Sexual Orientation Issues

PROBATE

- P1 Adoptions (private)
- P2 Adoptions (stepchild)
- P3 Estate Administration
- P4 Guardianships
- P5 Probate Litigation
- P6 Name Change
- PS Sexual Orientation Issues

ESTATE PLANNING

- E1 Simple Wills
- E2 Estate Planning/Trusts
- E3 Elder Law
- E4 International Estates
- E5 Charitable Planning
- ES Sexual Orientation Issues

LIABILITY

- L1 Libel and Slander
- L2 Medical Malpractice
- L2P Psychiatric
- L2C Chiropractic
- L2D Dental
- L2L Medical Licensing Board
- L2V VA Medical Care
- L3 Personal Injury
- L4 Property Damage
- L4M Property Damage/Injury Mediation
- L5 Legal Malpractice
- L6 Product Liability
- L7 Public Authority Liability
- L8 Victims of Crime
- L9 Intentional Tort
- L10 Wrongful Death
- LS Sexual Orientation Issues

DOMESTIC & FAMILY LAW

- D1 Simple Divorce/Dissolution
- D2 Complex Divorce
- D3 Parentage
- D4 Juvenile (non-criminal)
- D5 Pre-Nuptial Agreement
- D6 Post-Decree
- D7 Grandparents' Rights
- D8 Divorce Mediation
- DS Sexual Orientation Issues

CRIMINAL LAW

- C1 Traffic
- C2 OMVI
- C3 Juvenile
- C4 Appeals
- C5 Probation
- C6 Misdemeanors
- C7 Felonies
- C8 White Collar
- C9 Homicide
- C10 Pardon/Parole
- C11 Expungment
- C12 Criminal Tax
- CS Sexual Orientation Issues

MISCELLANEOUS

- M1 Veteran's Benefits
- M2 Welfare Rights
- M3 School Law
- M4 Disability Act (ADA)
- M5 PERS Disability
- M6 Gun Laws

By my signature below, I certify that I am qualified to competently handle matters in the categories selected above in accordance with Canon 6 and DR 6-101 of the Rules of Professional Responsibility.

Signature: _____ Date: _____ Name (print): _____