

9/26/2017

CODE OF REGULATIONS
OF THE LAWYER REFERRAL AND INFORMATION SERVICE
OF THE AKRON BAR ASSOCIATION©



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ARTICLE I DEFINITIONS

1.01. Title

This Code of Regulations shall be known as the Code of Regulations of the Akron Bar Association Lawyer Referral and Information Service (hereinafter the “Code”). This Code was approved and adopted by the Board of Trustees of the Akron Bar Association on June 28, 2000; subsequently amended on July 24, 2001 and May 29, 2002; subsequently amended on April 26, 2017.

1.02. The Akron Bar Association Lawyer Referral and Information Service

As used in this Code, the term Akron Bar Association Lawyer Referral and Information Service (hereinafter “LRIS”) refers to the service operated by the Akron Bar Association for the purpose of providing the public with referrals to qualified attorneys to serve the legal needs of both individuals and businesses in the geographic service area served by the LRIS. At all times, the LRIS will conduct its operations subject to the Lawyer Referral and Information Services Regulations propounded and/or amended by the Ohio Supreme Court.

1.03. Akron Bar Association Lawyer Referral and Information Service Committee

As used in this Code, the term Akron Bar Association Lawyer Referral and Information Service Committee (hereinafter “Committee”) refers to the members of the Akron Bar Association who are all appointed annually by the President of the Akron Bar Association. The Committee shall have a Chair and a Vice-Chair, both of whom shall also be appointed annually by the President of the Akron Bar Association.

All members of the Committee, including the Chair and Vice-Chair, must be in good standing with the Akron Bar Association and Ohio Supreme Court at all times. The Committee may

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be composed of up to 7 voting members including the chair and Vice-Chair. It is permissible, but not required, that the members of the Committee also be members of the LRIS. The director of the LRIS shall be a non-voting member of the Committee.

The purpose of the Committee is to assist the LRIS Director with all matters relating to the service, including but not limited to: advertising and marketing the LRIS to various organizations and entities in the communities served by the LRIS; identifying potential sources of clients; recruiting attorneys to the LRIS; ensuring that the operations of the LRIS are consistent with the Lawyer Referral and Information Services Regulations as propounded and/or amended by the Ohio Supreme Court, as well as the Mission Statement and Vision Statement contained within this Code.

1.04. Director

The term “Director” as used in this Code shall refer to the position of Director of the LRIS. The position of Director shall be held by a paid employee of the Akron Bar Association whose compensation and benefits shall be paid from the LRIS annual operating budget. Any other employee of the Akron Bar Association who shall perform work for or on behalf of the LRIS, either on a full-time or part-time basis, shall have that portion of their compensation and benefits paid from the LRIS annual operating budget.

1.05. Geographic Service Area

As used in this Code, the term “Geographic Service Area” refers to the area(s) in which the LRIS may provide services, which will include Summit, Medina, Portage and Wayne counties.

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1.06: Member-Attorney

As used in this Code, the term “Member-Attorney” refers to those attorneys who have paid their registration fee for membership in the LRIS and who are otherwise in compliance with all requirements for membership in the LRIS.

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ARTICLE II ORGANIZATION DESCRIPTION

2.01. Lawyer Referral And Information Service Description

The LRIS was formed in 1948. Originally, the LRIS and Community Legal Aid were the same agency. Community Legal Aid is now a separate organization. The LRIS now operates under the jurisdiction and supervision of the Akron Bar Association.

The LRIS serves the public by providing a coordinated referral and information system. Through advertising and public service announcements, the LRIS is a source of information for the public about lawyers and the availability of legal services. In addition to providing members of the public with referrals to attorneys, the LRIS will provide information to the public about the range of legal services offered by Community Legal Aid. In addition and if appropriate, the LRIS will provide information regarding the services offered by other public agencies throughout Northeast Ohio.

2.02. Mission Statement

The LRIS endeavors to make available qualified attorneys to serve the legal needs of businesses and individuals seeking a referral to an attorney for legal representation or counseling. The LRIS will also endeavor to connect those businesses and individuals who contact the LRIS to other agencies and services in Northeast Ohio that may be available to provide the services that the LRIS and its participating attorneys may not be able to provide. It is the mission of the LRIS and its member-attorneys to adhere to the rules and regulations of this Code and the applicable regulations promulgated by the Ohio Supreme Court.

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2.03. Vision Statement

The LRIS will strive to expand the membership of panel attorneys to include the widest range of practice areas available for referral to clients. The LRIS will also strive to operate in a respectful and as “client friendly” a manner as possible and to make the service efficient and productive for clients and member-attorneys. The efforts of the LRIS Director and the Committee should, in part, be directed towards effectively expanding the public awareness of the LRIS while maintaining an image of professionalism.

The Director will strive for the LRIS to operate fairly to all member-attorneys and that referrals are made in the manner described in Article 3 of these Regulations. The LRIS and the Director will establish and operate within an annual budget which generates sufficient revenue for the operation and/or expansion of the LRIS.

2.04. Membership Requirements

Lawyers who wish to participate in the service will be bound by all provisions of this Code. In addition, all member-attorneys must satisfy the following criteria pursuant to Gov. Bar Rule XVI (A)(3) : (1) be licensed to practice law in the state of Ohio; (2) who maintain an office in the Geographic Service Area to be served by the LRIS; (3) who meet reasonable, objectively determined experience requirements established by the LRIS; (4) who pay the reasonable registration and/or membership fees established by the LRIS; (5) who maintain in force a policy of errors and omissions insurance in an amount established by the Ohio Supreme Court and/or the LRIS; (6) who are actively engaged in the practice of law in one or more of the counties in the Geographic Service

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Area of the LRIS. In addition, the LRIS requires that the member-attorney be in good standing with the Ohio Supreme Court.

A lawyer who has not previously been a member of the LRIS must complete the written application provided by the LRIS, indicating the areas of law in which the lawyer requests referrals. On the application, the lawyer must provide the requested information to demonstrate that the lawyer satisfies ALL OF the experience criteria required for each area of law selected. Lawyers must have been in practice a minimum of two years in order to receive referrals in those areas of law marked with an asterisk (*) on the application. Lawyers in practice from 0-2 years are ONLY eligible to receive referrals in the areas of law not marked with an (*) on the application.

Pursuant to Gov Bar Rule XVI, each member-attorney must maintain professional liability insurance coverage with minimum amounts of coverage equal to \$100,000.00 per occurrence and \$300,000.00 in the aggregate. The member-attorney must furnish the LRIS with a copy of the current policy declaration page for such insurance at the time of the submission of the application and annually thereafter. All member-attorneys shall notify the LRIS immediately of any lapse, termination or material change in the terms of coverage of the professional liability insurance of the member-attorney. In addition, the member-attorney shall maintain professional liability insurance coverage in the minimum amounts required by the Ohio Supreme Court and this Code for the duration of the referred case or matter.

For member-attorneys who have already submitted an original application for membership in the LRIS, an annual renewal application may be submitted for the following two years. The annual renewal application consists of a completed renewal application, payment of the annual

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registration and/or membership fee, and submission of a copy of the annual declarations page of the member-attorney's professional liability insurance policy.

The annual fee to be submitted with either the original or renewal application will be determined by the Director and the Committee, subject to the approval of the Board of Trustees of the Akron Bar Association. For member-attorneys who have been engaged in the practice of law for 0-2 years and have completed a New Lawyer Training seminar as required by Gov Bar Rule X the annual fee for LRIS membership will be waived for the first year of membership and will be 50% of the fee established by the Committee for the second year of membership.

It is within the discretion of the Director and/or the Committee and/or the Board of Trustees of the Akron Bar Association to accept or reject any lawyer for membership in the LRIS. If for any reason a lawyer is not accepted for membership in the LRIS, the annual fee submitted with the application will be refunded. If for any reason the member-attorney's membership in the LRIS is terminated after the membership year has begun, then the annual fee may be refunded on a pro rata basis per month remaining in the membership year, provided that the member-attorney is current on all financial and reporting obligations to the LRIS at the time of termination, and otherwise is in compliance with all other provisions of this Code.

If the member-attorney is in arrears to the LRIS for any financial obligation, or has otherwise failed to comply with any other obligation as discussed in this Code, then there will be no refund of the annual membership fee upon termination of the member-attorney's membership fee.

The remaining membership fee, if any, will be applied toward any amount owed to the LRIS by the member-attorney.

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If there is still a balance due and owing the LRIS by the member-attorney who has been terminated from membership, after the application of the membership fee as described, then the LRIS is authorized to take appropriate action against the member-attorney pursuant to the provisions of this Code. A lawyer who wishes to participate in the LRIS may not have an ownership interest in, or operate or be employed by the LRIS. A lawyer who wishes to participate in the LRIS may not affiliate with or be associated with a law firm that has an ownership interest in, or operates or is employed by the LRIS.

2.05. Committee Membership

The Committee shall consist of members of the Akron Bar Association who are appointed to serve on the Committee by the President of the Akron Bar Association. There shall be appointed by the President a Chairperson and Vice-Chairperson for the Committee, as well as a member of the Board of Trustees of the Akron Bar Association who will serve as an ex-officio member of the Committee. The Vice-Chairperson will succeed to the position of Chairperson in the event of the death, disability or resignation of the Chairperson. It is permissible but not required, that the members of the Committee also be members of the LRIS. The Committee may be composed of up to 7 voting members including the Chairperson and Vice-Chairperson. The director of the LRIS shall be a non-voting member of the Committee.

The terms of the members of the Committee, including the Chairperson and Vice-Chairperson, will be staggered two-year term. The Director may submit recommendations to the President and/or Executive Director of the Akron Bar Association on or before June 30 as to who should fill the positions of Chairperson and Vice-Chairperson of the Committee for the next two

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years. The Committee will meet a minimum of once per quarter, or more frequently if the Director or Chairperson determine it necessary. The Chairperson will preside over the meeting, unless the Chairperson is unavailable. In that case, the Vice-Chairperson will preside over meeting. The Director or a duly-appointed representative shall attend each meeting.

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ARTICLE III PROCEDURES

3.01. Referrals

Clients will contact the LRIS office either by telephone or electronically. The referral staff will inquire of the client's purpose in contacting the LRIS office and, if appropriate, conduct a telephone interview in order to determine the appropriate referral for legal or non-legal services. If appropriate, the LRIS staff will refer the client to an attorney after a telephone interview. If the LRIS office learns that the client is presently represented by another attorney, the LRIS will not offer a referral to an attorney. The staff will take the caller's name, address, telephone number and the nature of the legal problem. This information will be furnished by the LRIS to the referred attorney.

The member-attorney will receive a communication from the LRIS office which will include the general client information, a status report and the "Acknowledgment of Understanding" form. It is the responsibility of the client to contact the referred attorney. The member-attorney agrees to meet with or speak with the client on the telephone regarding the legal problem. If the referred attorney agrees to meet with the client, then the referred attorney agrees to provide consultation to the client up to one-half hour in length. In return, the client agrees to pay the \$30.00 consultation fee in advance directly to the LRIS. Only the member-attorney may conduct the initial consultation. It is the responsibility of the referred attorney to complete and return the status report and, if appropriate, the "Acknowledgment of Understanding" form to the LRIS office within two weeks of the consultation with the client. The LRIS staff may inquire of the client as to whether the client will permit the release of the client's telephone number to the attorney. Regardless of whether the client retains the referred attorney, the member-attorney will complete and return the initial status report within two weeks of the consultation.

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The consultation fee may be waived at the discretion of the Director and/or the Committee for all cases involving tort/negligence, social security, workers' compensation, personal bankruptcy, unemployment cases, family and medical leave act, and out-of-state callers. The Director has the discretion to waive the \$30 consultation fee in other cases as well.

If the client retains the referred lawyer, then the member-attorney and client shall enter into a written fee agreement. The written fee contract shall contain a disclosure to the client of the percentage fee to be paid by the member-attorney to the LRIS. The member-attorney shall provide a copy of the written fee contract to the client once it has been signed by both the lawyer and the client.

If the client retains the member-attorney, then the client shall execute the "Acknowledgement of Understanding Form" pursuant to Gov. Bar Rule XVI Section 3. Once the client has signed the "Acknowledgment of Understanding" form, the member-attorney shall provide a copy to the LRIS along with the initial status report, and retain the original forms in the client's file, all within two weeks of the initial consultation.

It is the policy of the LRIS that all referrals will be made in a fair and impartial manner to all member-attorneys. Referrals will be made to members of the LRIS in sequential order from the list of attorney-members who are otherwise eligible to receive referrals in a given area of law. If the client advises the referral staff of objective special needs, including but not limited to, limited mobility, limited access to transportation, limited financial means, language barriers, etc., then the referral staff may exercise discretion and make a referral to a member-attorney who may best address the client's special needs even if said attorney was not the next attorney in the sequential order of referrals. If the client requests an attorney-member in a specific geographic location, the

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referral staff may consider the objective reasons offered by the client for requesting an attorney in a particular geographic location, even if that attorney was not the next attorney in the sequential order of referrals. In all cases, the objective factors provided by the client should be noted in the LRIS records when the referral is made.

The LRIS will inform the client about the initial consultation fee and that further services will be decided upon privately between the client and the member-attorney and at the discretion of the member-attorney. If the member-attorney chooses not to represent the client, the member-attorney shall refer the client back to the LRIS for another referral. There shall be no brokering of clients or cases referred by the LRIS. The member-attorney is obligated to an initial consultation only. Employment beyond the consultation is at the discretion of the member-attorney.

During the course of representation, the LRIS will periodically send subsequent status report forms, which will request that the member-attorney provide information in writing regarding the status of all referrals. The member-attorney shall respond promptly to all such requests, but no later than two (2) weeks after receipt of the subsequent status report forms.

Regardless of whether the member-attorney accepts further representation with the client, the member-attorney shall return the initial status report form to the LRIS within two (2) weeks of the initial consultation. Failure or refusal to return the initial status report form within two weeks of the consultation will result in the member-attorney's name being removed from the referral panels of the LRIS, and no further referrals will be made until the member-attorney complies by returning the requested information and consultation fee, if any, to the LRIS.

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If the member-attorney accepts further representation with the client, then a failure or refusal by the member-attorney to return the initial status report form with the signed “Acknowledgment of Understanding” form within two weeks of the consultation will result in the member-attorney name being removed from the referral panels of the LRIS, and no further referrals will be made until the member-attorney complies by returning the requested information to the LRIS.

In the event that the member-attorney does not return the initial status report form, and/or the “Acknowledgment of Understanding” form within two weeks of the initial consultation, it is within the discretion of the Director and/or Committee to contact the client directly to obtain the necessary information regarding the status of the referral. Removal of the lawyer from the referral panels under Section 3.01 of the Code will not result in a refund of any portion of the annual membership fee.

Failure or refusal by the member-attorney to respond to any subsequent status report request from the LRIS within two weeks of receiving the request will result in the member-attorney’s name being removed from the referral panels and no further referrals will be made until such requested information is received. If the member-attorney fails or refuses to return the initial status report and/or the “Acknowledgment of Understanding” form within two (2) weeks of the initial consultation and or subsequent status reports within two (2) weeks after same were first sent to the member-attorney the Director shall send a certified letter, return receipt requested, to the member-attorney requesting the return of the completed forms and/or funds. If the member-attorney fails to comply with the Director’s request within TWENTY (20) days after receipt of the Director’s letter, then the member-attorney shall be removed from the LRIS for the remainder of

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that year and no portion of the annual membership fee will be refunded. If there remains a balance due and owing the LRIS from any member-attorney terminated from LRIS under this section of the Code, then the LRIS is authorized to take appropriate action against the lawyer, pursuant to the Code. It is within the discretion of the Director and the Committee to determine whether a lawyer who was terminated from the LRIS under this section of the Code may be readmitted to the LRIS upon subsequent application.

If the member-attorney accepts a referred client for further representation, it is permissible for the member-attorney to engage or affiliate with co-counsel as the member-attorney deems appropriate and/or necessary to comply with the provisions of The Code of Professional Conduct without being considered “brokering” as that term is used in this Code. The member-attorney may choose to engage or affiliate with co-counsel who is not a member of the LRIS. However, said co-counsel shall be bound by the provisions of this Code, including but not limited to, the payment of the percentage fee and provision of status reports to the LRIS.

The member-attorney shall notify the LRIS in writing when the member-attorney engages or affiliates with co-counsel, and such writing must include the name, address and telephone number of the co-counsel. The member-attorney must advise the co-counsel of the fact that the client was referred by the LRIS and that the co-counsel must be bound by the terms and provisions of this Code. In the event that the co-counsel refuses to be bound by the provisions of this Code, including the payment of the percentage fee to the LRIS, then the member-attorney is responsible for the payment of the appropriate percentage fee to the LRIS based upon the total attorney fee generated to both the member-attorney and the co-counsel. In the event that both the referred lawyer and the co-counsel fail and/or refuse to pay the percentage fee due and owing the LRIS, it is within the

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discretion of the Director and/or the Committee and/or the Board of Trustees of the Akron Bar Association to take the appropriate action to collect the percentage fee pursuant to the provisions of this Code.

3.02. Payment of Percentage Fees

If the member-attorney and the client enter into an agreement whereby the member-attorney will provide legal services to the client for which the client will pay a fee, then percentage fees will be due the LRIS upon payment of the attorney fees by the client. The first \$200.00 in attorney fees paid by the client is considered a deductible. For all fees earned by the member-attorney greater than \$200.00 fifteen percent is due the LRIS. The member-attorney shall remit the percentage fee to the LRIS within TEN (10) days of receipt of the fee or fees from the client. The member-attorney may not increase the fee and/or costs charged to a client because a percentage of the fee will be shared with the LRIS.

For all referrals of bankruptcy cases to LRIS attorneys, the percentage fee due and owing the LRIS shall be forwarded to the LRIS as otherwise described in these regulations. The member-attorney is responsible for complying with all disclosure requirements of the United States Bankruptcy Court regarding the payment of the percentage fee to the LRIS.

If co-counsel is engaged by the member-attorney, the co-counsel lawyer will remit the appropriate percentage fees to the LRIS, based upon the total attorney fee generated to both the member-attorney and the co-counsel. If the co-counsel fails and/or refuses to pay the appropriate percentage fee to the LRIS, then the member-attorney is responsible for the payment of the appropriate percentage fee to the LRIS based upon the total attorney fee generated to both the

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member-attorney and the co-counsel. In the event that both the co-counsel and the member-attorney fail and/or refuse to pay the percentage fee due and owing the LRIS, it is within the discretion of the Director and/or the Committee and/or the Board of Trustees of the Akron Bar Association to take the appropriate action to collect the percentage fee pursuant to the provisions of this Code. It is within the discretion of the Director and the Committee to determine whether a lawyer who was terminated from the LRIS under this section of the Code may be readmitted to the LRIS upon subsequent application.

3.03 Fee Disputes Between the LRIS and Member-Attorneys

Percentage fees should be remitted to the LRIS within TEN (10) days of receipt from the client. If the member-attorney fails to remit the appropriate percentage fee to the LRIS within TEN (10) days of receipt of the fees from the client, then the Director shall send a letter by certified mail, return receipt requested, requesting that the member-attorney immediately remit the appropriate percentage fee to the LRIS. At the same time, the Director shall remove the member-attorney's name from the referral panels until such time as the percentage fee is paid. If a member-attorney's name is removed from the referral panel under this section of the Code, whether temporarily or permanently, there will be no refund of the annual membership fee.

If the member-attorney fails to respond within FIFTEEN (15) days of the receipt of the certified letter sent by the Director, then the matter will be presented by the Director to the Committee for submission to arbitration or mediation pursuant to Gov. Bar Rule XVI Section 2 (A)(5) as promulgated by the Ohio Supreme Court. At the discretion of the Director and/or Committee, the Board of Trustees of the Akron Bar Association may be notified when a member-

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attorney has failed to remit the appropriate forms and/or funds to the LRIS. The Board of Trustees of the Akron Bar Association may also take whatever action is deemed appropriate.

Any fee dispute between the LRIS and member-attorney shall be resolved through arbitration or mediation. If arbitration is chosen by the parties, the Fee Arbitration Committee of the Akron Bar Association will conduct the arbitration pursuant to the rules and regulations governing the conduct of said committee. Said fee arbitration procedure is *MANDATORY AND BINDING* IF ATTORNEY CONSENTS. IF SUCH CONSENT IS GIVEN BY THE ATTORNEY, THEN IT IS ACKNOWLEDGED THAT THE ATTORNEY IS WAIVING ANY RIGHT TO A TRIAL BEFORE A JUDGE OR JURY. Both the LRIS and the member-attorney agree that any binding arbitration result may be enforced by the courts of the state of Ohio.

3.04. LRIS Member Responsibilities

It is required that all LRIS member-attorneys assist the personnel from the LRIS office in scheduling appointments with clients, and/or that the member-attorney designates a person in their office to make appointments for them.

Only the Director and/or the Committee may waive the consultation fee in cases involving tort, social security, worker's compensation, personal bankruptcy and out-of-state callers. Only the Director and/or the Committee have the discretion to waive the consultation fee in any other cases.

The LRIS personnel will periodically request that the member-attorney provide status reports in writing regarding the status of retained cases and fees collected. The member-attorney shall cooperate and respond to these requests in a timely manner by submitting written reports and/or prompt payment of percentage fees pursuant to Sections 3.01 and 3.02 of this Code. The

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member-attorney retains the obligations imposed by this Code even when co-counsel has been engaged. Failure to respond to any request for written status reports or prompt payment of percentage fees will result in the Director and/or the Committee and/or the Board of Trustees of the Akron Bar Association taking the appropriate action, as described in this Code.

To the extent that co-counsel is engaged, the co-counsel will remit the appropriate percentage fee to the LRIS, based on the total attorney fee generated to both the referred lawyer and the co-counsel, as more fully described in Sections 3.01 and 3.02 of this Code. Neither the member-attorney nor the co-counsel may increase the fee charged to the client because a percentage will be shared with the LRIS.

The member-attorney agrees to, at all times, refrain from referring or alluding to his/her membership or relationship with the LRIS in any form of advertising, solicitation, etc., whether it be in written, electronic or any other form of media. If the member-attorney does refer or allude to his/her affiliation or membership with the LRIS in any form of advertising, solicitation, etc., then the Director shall notify the member-attorney in writing by certified mail, return receipt requested, to cease and desist from referring or alluding to the member-attorney's membership or relationship with the LRIS in any such advertising or solicitation. If the member-attorney fails to comply within TWENTY (20) days after receipt of the Director's letter, the Director shall remove the member-attorney from the referral panels until such time as the member-attorney ceases to refer or allude to the LRIS in any form of advertising, solicitation, etc. If a member-attorney is removed from the referral panels pursuant to this section of the Code, there will be no refund of any portion of the membership fee.

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If the member-attorney fails to cease and desist from referring or alluding to any relationship or membership with the LRIS in any advertising, solicitation, etc., used by that member-attorney within 90 days after receipt of the certified letter from the Director, the member-attorney will be removed permanently from the LRIS and no portion of the annual membership fee will be refunded. It is within the discretion of the Director and/or the Committee to also refer the matter to the Certified Grievance Committee of the Akron Bar Association. At all times, the member-attorney agrees to refrain from brokering clients or cases referred by the LRIS.

3.05. Fee Disputes Between The Lawyer And The Client

In the event of a fee dispute between the member-attorney and the client, Gov. Bar XVI, Section 1 (C) (2) requires mandatory submission of the dispute to arbitration. The LRIS has determined that IT IS MANDATORY that the parties shall first attempt to resolve the dispute within the guidelines of the Fee Arbitration Committee of the Akron Bar Association. The member-attorney shall not proceed with any individual collection efforts or action against the client unless and until the procedures of the Fee Arbitration Committee have been exhausted. The client shall not proceed with the filing of any grievance against the member-attorney regarding the fee dispute unless and until the procedures of the Fee Arbitration Committee have been exhausted. The exhaustion of the procedures of the Fee Arbitration Committee as described in this paragraph include, but may not be limited to, the participation in any mediation proceeding offered by the Fee Arbitration Committee.

In the event that a fee dispute arises between the member-attorney and client, the member-attorney shall notify the Director and the Committee in writing, providing the client name, address

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and telephone number, as well as the case number and a brief explanation of the nature of the dispute so that the Director may assist the member-attorney in submitting the matter to the Fee Arbitration Committee for further handling.

If the procedures of the Fee Arbitration Committee are not successful in resolving the fee dispute, the Chairperson of the Fee Arbitration Committee shall notify the Director and the Committee in writing that the dispute was not able to be resolved. The member-attorney is then permitted to pursue individual collection actions or efforts against the client. The LRIS will not participate in such actions as a named party. The LRIS recognizes and acknowledges that when a member-attorney has to pursue collection efforts or action against a client, this results in increased costs and increased use of the limited resources of the member-attorney. With respect to the percentage fee owed to the LRIS for any such case, the member-attorney must notify the Director if and when the member-attorney has been successful in obtaining a recovery of some or all of the fee. The member-attorney must also provide the Director with information concerning the costs incurred in the collection action or efforts, as well as the actual amount of the gross attorney fee recovered in the collection action.

Once the member-attorney has advised the Director of the costs incurred and the actual gross attorney fee recovered in the collection action, the percentage fee due and owing the LRIS will be the greater of : (1) the original fee to be earned by the member-attorney if the fee dispute had not occurred, less the \$200.00 deductible is the net fee; multiply the net fee by the 15% owed to the LRIS for its percentage fee, then subtract from the percentage fee the additional costs incurred by the attorney for collection yields the adjusted percentage fee to be paid to the LRIS; OR, (2) the original fee to be earned by the member-attorney if the fee dispute had not occurred, less the

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additional costs incurred in the collection action yields the net fee; subtract from the net fee the \$200.00 deductible which yields the adjusted net fee; multiply the adjusted fee by 15% to arrive at the adjusted percentage fee which is owed to the LRIS. If, under either of the above-described methods, the result is zero or less than zero, then the member-attorney does not owe any percentage fee to the LRIS.

The member-attorney will owe the LRIS the greater of the two adjusted percentage fees as calculated in this section of the Code. If the member-attorney determines that it is not in the best interests of the member-attorney to incur the additional time and expense of individual collection efforts or action against the client, the member-attorney shall notify the Director in writing of the reasons for this determination so that the LRIS may close its file.

3.06. Grievance Procedure

At all times, the member-attorney agrees to abide by all applicable regulations propounded by the Ohio Supreme Court, the Code of Professional Responsibility, and the provisions of this Code. The member-attorney further agrees to and accepts the waiver of privacy pursuant to Gov. Bar R. V, Section 11(E) and Gov. Bar R. XVI Section 2 (A)(4) to permit the LRIS to inquire about the existence of any grievance proceeding against a member-attorney which results in a determination or finding of probable cause.

In the event that a client wishes to file a grievance proceeding against a member-attorney arising out of a referral from the LRIS, then the Committee has determined that such a proceeding will be handled by the Certified Grievance Committee of the Akron Bar Association. The Director will refer any clients with grievance inquiries to the Bar Counsel of the Akron Bar Association for

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further handling. The Director of Services to the Profession and/or Bar Counsel of the Akron Bar Association shall notify the Director when a grievance inquiry against a member-attorney results in the Certified Grievance Committee of the Akron Bar Association voting to file a complaint against a member-attorney. If the Director of the LRIS inquires of Bar Counsel whether a member-attorney is the subject of an open grievance investigation, Bar Counsel will defer any response until such time as the Certified Grievance Committee has concluded the investigation and votes to either dismiss the grievance or proceed with filing a complaint.

Once an investigator has been assigned to investigate the grievance inquiry filed against a member-attorney, the member-attorney shall notify the Director in writing that a grievance inquiry proceeding is pending. It is within the discretion of the Committee to cease all referrals to a member-attorney once a grievance inquiry has been filed against that member-attorney and an investigator assigned to investigate the grievance inquiry, but prior to a finding of probable cause being issued or determined by the Certified Grievance Committee of the Akron Bar Association.

If a member-attorney is the subject of five (5) or more grievance inquiries within a two (2) year period of time, the Director will cease all referrals to the member-attorney and there will be no refund of the annual membership or registration fee paid to the LRIS. It will be at the sound discretion of the Committee to reinstate the member-attorney upon the former member-attorney's written request, if the former member-attorney has not been the subject of a grievance inquiry for twelve (12) consecutive months. It is within the discretion of the Committee to determine whether none, some, or all of the annual membership fee will be refunded to a member-attorney removed from the referral panels at the time a grievance inquiry is filed against the member-attorney and an investigator assigned, but prior to a finding or determination of probable cause is issued.

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At the time the grievance proceeding is resolved, the Director and the Committee will take the appropriate action as outlined in Section 3.07 of this Code, if appropriate.

3.07. Removal From The LRIS

Pursuant to Gov. Bar R. XVI Section 2(A)(2) as enacted by the Ohio Supreme Court, a member-attorney shall be suspended from the LRIS under the following circumstances:

- (1) While the attorney-member is disbarred or suspended from the practice of law;
- (2) During the pendency of any grievance proceeding that has resulted in a determination of probable cause against the attorney-member;
- (3) While the attorney-member is charged in a criminal indictment, information, or complaint that charges a crime involving moral turpitude or dishonesty.

Pursuant to Gov. Bar R. XVI Section 2 (A)(3), the member-attorney shall promptly notify the LRIS, in writing, of one or more of the following circumstances: (a) if the member-attorney is not in full compliance with the terms of the LRIS's referral agreement; (b) is notified of a probable cause determination in a grievance proceeding against the member-attorney (c) is charged in a criminal indictment, information, or complaint for a crime involving moral turpitude or dishonesty; or, (d) if any information in the member-attorney's application to become a member of the service is not true and correct in any respect.

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The Director and/or the Committee and/or the Board of Trustees of the Akron Bar Association reserve the right to impose on its member-attorneys more restrictive provisions, including, but not limited to any of the following:

1. Additional grounds for suspension from further participation in the service;
2. Additional requirements regarding notice of pending grievance proceedings.

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ARTICLE IV: BUDGET

4.01. Income and Budget

Pursuant to Gov. Bar R. XVI Section 1(C)(1), the LRIS may utilize the percentage fees paid to the LRIS to cover the “reasonable operating expenses of the service and to fund the public service activities of the service or its sponsoring organization, including the delivery of pro bono public services”. It is the responsibility of the Director and/or the Committee to oversee the preparation of an annual budget for the LRIS, as well as the disbursement of monies by the LRIS so that the LRIS is in compliance with the Supreme Court LRIS Regulations at all times.

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ARTICLE V: DIRECTOR OF THE LRIS

5.01. Job Description

The Director of the LRIS shall be hired by the Executive Director of the Akron Bar Association and shall have such authority and perform such duties as may be assigned to that position from time to time by the Executive Director in accordance with the direction set by the Board of Trustees.

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ARTICLE VI: GROWTH AND DEVELOPMENT

6.01. Expansion

It is the policy of the LRIS that the service will not expand within the Geographic Service Area if an area is currently served by an existing referral service or similar organization. However, in areas within the Geographic Service Area not currently served by a referral service or similar organization, the LRIS will consider expansion of its services. In those areas, the LRIS will first contact the appropriate local bar association to determine if the LRIS may provide assistance to that bar association in establishing its own referral service.

In the event that the local bar association does not wish to establish its own referral service, then subject to the approval of the local bar association and the Board of Trustees of the Akron Bar Association, the LRIS would solicit attorneys in that geographic area to become members of the LRIS. Those attorneys who wish to join the LRIS from that geographic area would pay the same amount of dues paid by members of the Akron Bar Association without being required to join the Akron Bar Association. The attorneys joining the LRIS from that geographic area will be bound by all of the rules and regulations of the LRIS, including but not limited to, this Code. The attorneys from this geographic area will be provided with client referrals for legal services to be provided in that geographic area only. The LRIS will engage in the appropriate level of advertising, as determined by the Director and the Committee, in that geographic area in an effort to attract clients.

The LRIS staff at the Akron Bar Association will record the amount of percentage fees paid to the LRIS from referrals to lawyers in the geographic area, in an effort to track the

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results of the expansion. The Director shall report the results of the expansion to the Committee on at least an annual basis.

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ARTICLE VII AMENDMENTS

7.01 Amendments to the Code

This Code of Regulations may be amended by a majority vote of the members of the Committee present at any meeting of the Committee, with subsequent approval by the Board of Trustees of the Akron Bar Association.