

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

Approved (6 /28 /2000)
Amended (7/24/2001)
Amended (5/29/2002)

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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.

1.02. The Akron Bar Association Lawyer Referral and Information Service. The term Akron Bar Association Lawyer Referral and Information Service (hereinafter “LRIS”) refers to the public 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 areas 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. The term Akron Bar Association Lawyer Referral and Information Service Committee (hereinafter “Committee”) refers to the members of the Akron Bar Association who are appointed by the President of the Akron Bar Association. The purpose of the Committee is to ensure 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, the Mission Statement and Vision Statement contained within this Code.

At all times, the Committee shall be composed of members of the Akron Bar Association.

It is recommended, but not required, that members of the Committee also be members of the LRIS.

1.04. Director: The term Director as used in this Code shall refer to the position of Director of the Akron Bar Association Lawyer Referral and Information Service. This position shall be held by a paid employee of the Akron Bar Association whose compensation and benefits shall be charged to the LRIS.

ARTICLE II ORGANIZATION DESCRIPTION

2.01. Lawyer Referral And Information Service Description

The Lawyer Referral and Information Service of the Akron Bar Association (LRIS) was formed in 1948. Originally, the LRIS and Legal Aid were the same agency. Legal Aid is now a separate organization. The referral service now operates under the jurisdiction and supervision of the LRIS.

The LRIS is a non-profit community service with a commitment to professionalism. The LRIS serves the public by providing a coordinated referral and information system. The LRIS provides information to the public about the free legal services offered by Western Reserve Legal Services, as well as other information regarding other public agencies throughout Northeast Ohio. Through advertising and public service announcements, the LRIS is a source of information for the public about lawyers and the availability of legal services.

2.02. Mission Statement

The Lawyer Referral and Information Service of the Akron Bar Association is a public service, which 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. It is our mission to ensure that the LRIS and its participating attorneys adhere to high standards of ethical and professional conduct, rules for participation as a panel attorney and those promulgated by the Ohio Supreme Court.

2.03. Vision Statement

The Lawyer Referral and Information Service will strive to expand our membership of panel attorneys to include the widest range of practice areas available for referral to clients. We will continue to adhere to professional and ethical rules and standards, as well as those promulgated by the Ohio Supreme Court for the maintenance and operation of referral services.

We will continue our endeavors to make the service as “user friendly” as possible and to make the service efficient and productive for clients and referral attorneys. We must effectively expand the public awareness of the referral service while maintaining an image of professionalism. All users of the service will be treated with respect. Our foremost thought will be the public service aspect of the service.

The referral staff will ensure that the service operates fairly to all participants and that referrals are made on an evenhanded basis. The LRIS and its staff will make a concerted effort to generate sufficient revenues to maintain and expand the service.

2.04. Membership Requirements

Lawyers who wish to participate in the service must be licensed to practice law in the state of Ohio, must be actively engaged in the practice of law in the state of Ohio, and must 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 which areas of law in which the lawyer requests referrals. The lawyer may select up to a maximum of five (5) areas of law in which to receive referrals.

On the application, the lawyer must provide the requested information to demonstrate that the lawyer satisfies 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 * on the application. Lawyers in practice from 0-2 years are eligible to receive referrals in the areas of law not marked with an * on the application.

Ohio Supreme Court LRIS Regulation 400 (A)(1) requires that each lawyer participating in the LRIS 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 lawyer must furnish the LRIS and/or the Akron Bar Association with a copy of the current policy declaration page for such insurance at the time of the submission of the application. All attorney-members of the LRIS shall notify the LRIS immediately of any lapse, termination or material change in the terms of coverage of the professional liability insurance of the attorney-member. In addition, the attorney member shall maintain professional liability insurance coverage in the minimum amounts required by the Ohio Supreme Court for the duration of the referred case or matter. Furthermore, all members of LRIS are bound by the terms of the herein Code.

For lawyers who are already members of the LRIS, an annual renewal application must be submitted to the LRIS and/or the Akron Bar Association. The annual renewal application consists of the annual fee, a copy of the most current policy declarations page of the lawyer's professional liability insurance, and an update of the original application. Once the original application has been submitted and approved by the LRIS and/or the

Akron Bar Association, the lawyer may submit an update for the following two years before being required to complete and submit another complete application. 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. The Director, the Committee and/or the Board of Trustees of the Akron Bar Association expressly reserve the right to charge a different annual fee for LRIS membership to those lawyers who are already members of the Akron Bar Association as compared to lawyers who are not members of the Akron Bar Association at the time the LRIS application is submitted.

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

If the lawyer is in arrears to the LRIS for any financial obligation, or has failed to comply with the reporting obligations as discussed in this Code, or has violated any other provision of this Code, then there will be no refund of the annual membership fee upon termination of the lawyer's membership. The remaining membership fee, if any, will be applied toward any amount owed to the LRIS by the lawyer.

If there is still a balance due and owing the LRIS by the lawyer terminated from membership after the application of the membership fee as described, then the LRIS is Authorized to take appropriate action against the lawyer, 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 recommended, but not required, that the members of the Committee also be members of the LRIS.

The terms of the Chairperson and Vice-Chairperson will run from July 1 through June 30. 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. The Committee will meet a minimum of once per month, 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.

ARTICLE III PROCEDURES

3.01. Referrals

Clients will call the LRIS office. The referral staff will inquire of the client's purpose in calling the LRIS office and, if appropriate, conduct a telephone interview. If the LRIS office learns that the client is presently represented by another attorney, the LRIS will ask the client's purpose in calling the referral office. If appropriate, the LRIS staff will refer the client to an attorney after a telephone interview. The staff will take the caller's name, address, telephone number and the nature of the legal problem. This information will be faxed to the referred attorney. There is a maximum of two referrals permitted per client for any one legal problem.

The referred attorney will receive a fax 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 referred attorney to complete and return the status report and the "Acknowledgment of Understanding" form to the LRIS office within two weeks of the consultation. The referred attorney agrees to speak with the client on the telephone regarding the legal problem. It is the responsibility of the client to contact the referred attorney. 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. If the referred attorney agrees to meet with the client, then the referred attorney agrees to provide a one-half hour consultation to the client. In return, the client agrees to pay the \$30.00 consultation fee. Regardless of whether the client retains the referred attorney, the referred attorney agrees to remit the \$30.00 consultation fee to the LRIS with the

status report and “Acknowledgment of Understanding” form, all of which shall be done within two weeks of the consultation.

The consultation fee may be waived at the discretion of the Director and/or the Committee for all tort/negligence cases, social security, workmen’s compensation, personal bankruptcy, out-of-state callers, and for those callers whose sole source of income is social security.

If the client retains the referred lawyer, then the lawyer 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 to the LRIS. The lawyer shall provide a copy of the written fee contract to the client once it has been signed by both the lawyer and the client.

Pursuant to LRIS Regulation 500 as propounded by the Ohio Supreme Court, the referred attorney shall submit to the client for review and signature the “Acknowledgment of Understanding” form provided to the referred attorney by the LRIS. Once the client has signed the “Acknowledgment of Understanding” form, the referred attorney shall provide a copy to the LRIS along with the initial status report, and retain the original form in the client’s file.

It is the policy of the LRIS that referrals will be made to members of the LRIS in rotation in the geographic area closest to the client’s home or business, unless the client requests a referral from another geographic area. All referrals will be made in a fair and impartial manner to all panel members. The client will be informed about the initial consultation fee and that further services will be decided upon privately between the client and the lawyer. If the lawyer chooses not to represent the client, the lawyer shall

refer the client back to the LRIS for another referral. Only lawyers who belong to the LRIS may conduct the initial consultation with the client. There shall be no brokering of clients or cases referred by the LRIS. The referred lawyer is obligated to an initial consultation only. Employment beyond the consultation is at the discretion of the lawyer.

Within two (2) weeks of the initial consultation, the lawyer shall return to the LRIS the initial status report form, a copy of the signed “Acknowledgment of Understanding Form”, and the \$30.00 consultation fee, if the latter has not been waived. If the lawyer does not accept further representation of the client, the lawyer need only return the initial status report form and the \$30.00 consultation fee if not waived, to the LRIS within two (2) weeks of the initial consultation. If the lawyer accepts a referred client for further representation, the lawyer will indicate this on the initial status report form. During the course of representation, the LRIS will periodically send subsequent status report forms, which will request that the attorney provide information in writing regarding the status of all referrals. The 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 lawyer accepts further representation with the client, the lawyer shall return the initial status report form to the LRIS within two (2) weeks of the initial consultation. Failure or refusal by the lawyer to return the initial status report form within two weeks of the consultation will result in the lawyer’s name being removed from the referral panels of the LRIS, and no further referrals will be made until

the lawyer complies by returning the requested information and consultation fee, if any, to the LRIS.

If the lawyer accepts further representation with the client, then a failure or refusal by the lawyer to return the initial status report form with the signed “Acknowledgment of Understanding” form and the \$30.00 consultation fee (if not waived) within two weeks of the consultation will result in the lawyer’s name being removed from the referral panels of the LRIS, and no further referrals will be made until the lawyer complies by returning the requested information and fee, if any, to the LRIS.

In the event that the lawyer does not return the initial status report form, and/or the “Acknowledgment of Understanding” form and/or the consultation fee 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 and/or the payment of the consultation fee. Removal of the lawyer from the referral panels under this section of the Code will not result in a refund of any portion of the annual membership fee.

Failure or refusal by the lawyer to respond to any subsequent status report request from the LRIS within two weeks of receiving the request will result in the lawyer’s name being removed from the referral panels and no further referrals will be made until such requested information is received. If a lawyer’s name is removed from the referral panel under this section of the Code, there will be no refund of any portion of the annual membership fee.

If the referred lawyer fails or refuses to return the initial status report and/or the “Acknowledgment of Understanding” form and/or the \$30.00 consultation fee within two (2) weeks of the initial consultation and or subsequent status reports within two (2) weeks after same were first sent to the lawyer, the Director shall send a certified letter, return receipt requested, to the lawyer requesting the return of the completed forms and/or funds. If the lawyer fails to comply with the Director’s request within TWENTY (20) days after receipt of the Director’s letter, then the lawyer shall be removed from the LRIS for the remainder of that year and no portion of the annual membership fee will be refunded. Instead, the annual membership fee will be applied to the amount owed, if any, to the LRIS by the lawyer. If there remains a balance due and owing the LRIS from any lawyer terminated from LRIS under this section of the Code after application of the membership fee, 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 lawyer accepts a referred client for further representation, it is permissible for the referred lawyer to engage or affiliate with co-counsel as the referred lawyer deems appropriate and/or necessary to comply with the provisions of DR 6-101. The referred lawyer 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 referred attorney shall notify the LRIS in writing when the referred lawyer engages or affiliates with co-counsel, and such writing must include the name, address and telephone number of the co-counsel. The referred lawyer 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 referred lawyer is responsible for the payment of the appropriate percentage fee to the LRIS based upon the total attorney fee generated to both the referred attorney and the co-counsel, unless the co-counsel is also a member of the LRIS. 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 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; Fee Disputes Between LRIS and Lawyers

If the referred lawyer and the client enter into an agreement whereby the referred lawyer 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 referred lawyer thereafter, fifteen percent is due the LRIS. After collection of the first \$200.00 in attorney fees, the referred lawyer shall remit the percentage fee to the LRIS within TEN (10) days of receipt from the client, even if the

client has paid only a portion of the agreed-upon fee to the referred lawyer. The lawyer may not increase the fee charged to a client because a percentage will be shared with the LRIS.

Effective July 1, 2001, 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 LRIS 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 referred lawyer, the co-counsel lawyer will remit the appropriate percentage fees to the LRIS, based upon the total attorney fee generated to both the referred lawyer and the co-counsel. If the co-counsel fails and/or refuses to pay the appropriate percentage fee to the LRIS, then the referred lawyer is responsible for the payment of the appropriate percentage fee to the LRIS based upon the total attorney fee generated to both the referred attorney and the co-counsel, unless the co-counsel lawyer is a member of the LRIS. In the event that both the co-counsel and the referred lawyer 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.

Percentage fees should be remitted to the LRIS within TEN (10) days of receipt from the client. If the referred lawyer 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 lawyer immediately remit the appropriate percentage fee to the LRIS. At the same time, the Director shall remove the lawyer's name from the referral panels until such time as the percentage fee is paid. If a lawyer'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 lawyer 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 and/or Chairperson to the Committee for submission to mandatory and binding fee arbitration, pursuant to LRIS Reg. 400 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-lawyer 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-lawyer will be resolved through the Fee Arbitration Committee of the Akron Bar Association, pursuant to the rules and regulations governing the conduct of said committee. Said fee arbitration procedure is **MANDATORY AND BINDING.**

3.03. LRIS Member Responsibilities

It is required that all LRIS members assist the personnel from the LRIS office in scheduling appointments with clients, and/or that the lawyer designate a person in their office to make appointments for them. It is the responsibility of the LRIS member to collect the consultation fee prior to or at the time of meeting with the client, and then remit the consultation fee to the LRIS promptly, along with the status report.

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 referred lawyer must contact the Director for authorization to waive the consultation fee in other cases. Under no circumstances is the lawyer to waive the consultation fee without written approval from the Director. If social security is the client's only form of income, the Director and/or Committee may waive the consultation fee.

The LRIS personnel will periodically request that the referred lawyer provide status reports in writing regarding the status of retained cases and fees collected. The referred lawyer shall cooperate and respond to these requests in a timely manner by submitting written reports and/or prompt payment of consultation fees or percentage fees as requested, pursuant to Sections 3.01 and 3.02 of this Code. The referred lawyer 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 consultation fees or 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 Sections 3.01 and 3.02, respectively, of 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. If the co-counsel fails and/or refuses to remit the appropriate percentage fee to the LRIS, the referred lawyer is responsible for the payment of the entire percentage fee, based on the total attorney fee generated to both the referred lawyer and the co-counsel, unless the co-counsel lawyer is a member of the LRIS. Neither the referred lawyer nor the co-counsel may increase the fee charged to the client because a percentage will be shared with the LRIS. In the event that both the co-counsel and the referred lawyer 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 provisions of this Code.

The LRIS lawyer 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 LRIS lawyer 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 lawyer in writing by certified mail, return receipt requested, to cease and desist from referring or alluding to

the lawyers' membership or relationship with the LRIS in any such advertising or solicitation. If the lawyer fails to comply within TWENTY (20) days after receipt of the Director's letter, the Director shall remove the lawyer from the referral panels until such time as the lawyer ceases to refer or allude to the LRIS in any form of advertising, solicitation, etc. If a lawyer 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.

If the lawyer 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 lawyer within 90 days after receipt of the certified letter from the Director, the lawyer 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 LRIS lawyer agrees to refrain from brokering clients or cases referred by the LRIS.

3.04. Fee Disputes Between The Lawyer And The Client

In the event of a fee dispute between the LRIS attorney and the client, the Committee has determined that the parties shall first attempt to resolve the dispute within the guidelines of the Fee Arbitration Committee of the Akron Bar Association. The LRIS

lawyer 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.

In the event that a fee dispute arises between the LRIS attorney and client, the LRIS lawyer shall notify the Director in writing, providing the client name, address 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 referred lawyer in submitting the matter to the Fee Arbitration Committee for further handling. The Director shall notify the Committee when this occurs.

If the procedures of the Fee Arbitration Committee are not successful in resolving the fee dispute, then the LRIS lawyer is 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 lawyer has to pursue collection efforts or action against a client, this results in increased costs and increased use of the limited resources of the lawyer. With respect to the percentage fee owed to the LRIS for any such case, the lawyer must notify the Director if and when the lawyer has been successful in obtaining a recovery of some or all of the fee. The lawyer 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 lawyer 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 lawyer 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 lawyer if the fee dispute had not occurred, less the additional costs incurred in the collection action yields the net fee; subtract from the net fee the \$200.00 deductible which yields the adjusted 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 lawyer does not owe any percentage fee to the LRIS.

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

3.05. Grievance Procedure

At all times, the LRIS attorney agrees to abide by the Supreme Court Rules For The Government Of The Bar, the Code of Professional Responsibility, and the LRIS Regulations, all as enacted by the Ohio Supreme Court. This includes, but is not limited to, the waiver of privacy pursuant to Gov. Bar R. V, Section 11(E) at any time during the pendency of a grievance proceeding against the lawyer, including but not limited to, prior or subsequent to a determination of probable cause.

In the event that a client wishes to file a grievance proceeding against an LRIS member 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 Grievance Administrator of the Akron Bar Association for further handling. The Grievance Administrator of the Akron Bar Association shall notify the Director when a grievance inquiry against a LRIS lawyer is being investigated, as well as the disposition of the inquiries. Once an investigator has been assigned to investigate the grievance inquiry filed against an LRIS lawyer, the lawyer 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 lawyer once a grievance inquiry has been filed against that lawyer 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 LRIS lawyer 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 lawyer. It will be in the sound discretion of the Committee to reinstate the lawyer upon the lawyer's written request, if the lawyer 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 lawyer removed from the referral panels at the time a grievance inquiry is filed against the lawyer and an investigator assigned, but prior to a finding or determination of probable cause is issued.

Once a finding of probable cause has been issued or determined, then the LRIS shall suspend all referrals to the lawyer until the grievance proceeding is resolved. At the time the grievance proceeding is resolved, the Director and the Committee will take the appropriate action as outlined in Section 3.06 of this Code, if appropriate.

3.06. Removal From The LRIS

Pursuant to LRIS Regulation 400 as enacted by the Ohio Supreme Court, the Director and Committee shall remove a lawyer 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.

The lawyer shall promptly notify the LRIS, in writing, of one or more of the following circumstances: if the lawyer is not in full compliance with the terms of the LRIS's referral agreement; is notified of a probable cause determination in a grievance proceeding against the lawyer; is charged in a criminal indictment, information, or complaint for a crime involving moral turpitude or dishonesty; or, if any information in

the attorney-member's application to become a member of the service is not true and correct in any respect.

The requirements set forth in this Section of the Code represent minimum standards applicable to the LRIS. The Director and/or the Committee and/or the Board of Trustees of the Akron Bar Association reserve the right to impose on its attorney-members 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.

ARTICLE IV: INCOME AND PUBLIC SERVICE

4.01. Reserve Income Fund

Pursuant to DR 2-103(C)(2)(a), as enacted by the Ohio Supreme Court, 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.

The Committee has hereby determined that it is in the best interest of the LRIS to include in its budget each year a line item amount set aside as a Reserve Income Fund. The Committee has determined that it would be in the best interest of the LRIS if the Reserve Income Fund contained an amount of money equivalent to a minimum of three months of operating expenses as required by the LRIS, or a greater amount when possible.

The Director shall obtain the approval of a majority of the Committee to access the monies within the Reserve Income Fund. The Director shall submit a written proposal to the Committee for consideration, at which time the Committee will consider and vote on the matter. The minutes of the committee meeting shall reflect the Director’s proposal and which members voted and the result of the voting.

4.02. Public Service

Pursuant to DR 2-103(C)(2)(a), as enacted by the Ohio Supreme Court, 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”. The Director will present to the Committee various opportunities for public service expenditures throughout the fiscal year which are consistent with the Ohio Supreme Court Regulations governing the LRIS, as well as the public service interests of the LRIS and the communities served by the LRIS. The Director shall obtain approval from a majority of the Committee before expending any funds on a public service item.

The Director will include in the LRIS annual budget submitted to the Committee and the Board of Trustees of the Akron Bar Association for approval, a separate line item entitled “contributions”. It is the intention of the Committee that this line item be specifically reserved each year for consideration of an annual contribution to the Akron Bar Association Foundation and/or an annual contribution to the Akron Bar Association Scholarship Foundation, and/or an annual contribution to the Western Reserve Legal Services or the successor of the latter entity. Any contribution made to the Western Reserve Legal Services shall be restricted for use only by the Volunteer Legal Services Project (otherwise known as VLSP), or the successor of the latter entity. Whether an annual

contribution is made to the Akron Bar Association Foundation and/or the Akron Bar Association Scholarship Foundation and/or the Western Reserve Legal Services will depend, on part, on whether sufficient funds exist to make such a contribution. At all times, it is within the discretion of the Director and/or the Committee to determine the amount to be contributed, if any, to the Akron Bar Association Foundation and/or the Akron Bar Association Scholarship Foundation and/or the Western Reserve Legal Services.

The amount to be contributed by the LRIS to the Akron Bar Association Foundation and/or the Akron Bar Association Scholarship Foundation and/or the Western Reserve Legal Services will be determined prior to the end of the fiscal year by the Committee upon the recommendation of the Director. In making such a recommendation to the Committee, the Director shall give due and proper consideration to the net revenues remaining after all LRIS expenses have been paid, as well as the projected future needs of the LRIS, including but not limited to, the needs of the Reserve Income Fund as described in §4.01 of this Code.

The Director will include in the LRIS annual budget submitted to the Committee and the Board of Trustees of the Akron Bar Association for approval, a separate line item entitled “public service/restricted”.

It is the intention of the Committee that this line item be specifically reserved each year for contributions by the LRIS to public service entities OTHER THAN the Akron Bar Association Foundation and/or the Akron Bar Association Scholarship Foundation and/or Western Reserve Legal Services (or the successor of the latter

entity). Periodically, the Director shall present to the Committee opportunities for public service which may be of interest to the LRIS and/or the communities served by the LRIS. At all times, the Committee shall retain the discretion and authority to determine whether to expend funds on a public service item and if so, the amount to be so expended.

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 and/or the Long Range Plan.

ARTICLE VI: GROWTH AND DEVELOPMENT

6.01. Expansion

It is the policy of the LRIS that the service will not expand into geographic areas currently served by an existing referral service or similar organization.

However, in geographic areas 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 results of the expansion. The Director shall report the results of the expansion to the Committee on at least an annual basis.

At the end of the LRIS fiscal year and if funds permit, a contribution shall be made by the LRIS to the foundation for the local bar association. This contribution will be recorded in the LRIS annual budget in the separate line item entitled "Public Service/Restricted". If no such foundation exists, then the Director and/or Committee may consider a contribution to the local legal services entity providing pro bono services in that geographic area as the designated recipient of LRIS public service money. If no such appropriate entity exists in the geographic area, then the Director and/or the Committee shall consult with the local bar association to mutually determine the recipient for the contribution for that year. Any such recipient must be consistent with the Regulations of the Ohio Supreme Court regarding monies given to "public service" by the LRIS.

ARTICLE VII AMENDMENTS

This Code of Regulations may be amended by a two-thirds vote of the members of the Committee present at any meeting of the Committee, provided that notice of the proposed amendment, with a copy of the text attached, be published in the official publication of the Akron Bar Association or in another manner reasonably calculated to come to the attention of the members of the Committee at least THIRTY (30) days prior to the date of the meeting.