

CLAIM NUMBER_____

DATE RECEIVED_____

AMOUNT CLAIMED_____

(To Claimant: Please Do NOT write above this line)

THE CLIENT PROTECTION FUND OF THE BAR OF MARYLAND

CONFIDENTIAL STATEMENT OF CLAIM

Mail Completed Form To:

Janet C. Moss, Executive Director
Client Protection Fund of the Bar of Maryland
2011 Commerce Park Drive
Annapolis, MD 21401

EVERY QUESTION ON THIS FORM NEEDS TO BE ANSWERED. IF YOU ARE UNABLE TO ANSWER A QUESTION PLEASE EXPLAIN WHY. IF YOU NEED ASSISTANCE IN FILLING OUT THE FORM, PLEASE CONTACT MS. MOSS AT 410-260-3635.

THIS FORM NEEDS TO BE SIGNED IN THREE (3) DIFFERENT PLACES TO INSURE THAT IT IS COMPLETE. PLEASE MAKE SURE THAT YOU SIGN ALL THREE (3) PLACES BEFORE MAILING THIS FORM BACK.

You must answer every question.

- 1) Name of Claimant:
Address:
Home Telephone Number:
Occupation:
Employer:
Business Telephone Number :
Social Security Number:
Date of Birth:
- 2) Name and Address of Attorney who you claim took your money or property.
- 3) What services was this Attorney to provide for you? Explain in detail.
- 4) How much did you pay this Attorney? *Provide a copy of receipt or cancelled check - front and back.
- 5) Did you sign a written fee agreement with this Attorney? If so provide a copy of the agreement. If you did not sign a written fee agreement, what was your verbal fee agreement with this Attorney? (Give details of agreement...flat fee, % of result, hourly rate, etc.)
- 6) State the amount of your loss \$_____. Did this loss involve money_____ securities_____ property_____?
When did the loss occur?

When did you discover the loss?
- 7) Describe how you claim the Attorney stole money or property from you. *You **MUST**

give details. Go to a separate page if necessary.

- 8) Have you reported this claimed dishonest conduct to any of the following:
State's Attorney_____ Police_____ Bar Association_____

*Attorney Grievance Commission_____.

***YOU MUST FILE A COMPLAINT WITH THE ATTORNEY GRIEVANCE COMMISSION.
THEIR ADDRESS AND TELEPHONE NUMBER ARE:**

Attorney Grievance Commission
100 Community Place, Suite 3301
Crownsville, Maryland 21032-2027
410-514-7051

- 9) Did you have to hire another Attorney to complete your case? If so give the second Attorney's name and address.

- 10) Is an Attorney assisting you at the present time? If so, give the name, address and telephone number of your Attorney.

- 11) Have you sued the Attorney who you claim stole your money or property, and have you gotten a Judgment against him/her? If so give details, such as case number, address of court, and results including any money you have received.

- 12) Is there any other source from which you can be reimbursed, such as the Attorney's law firm or partners, a bank, an insurance company, fidelity bonds or surety agreements? If so, have you pursued this avenue? Have you been paid back any money from any such source? If so, give specific details.

COURT RULES DO NOT PERMIT ATTORNEYS WHO HELP CLIENTS PROCESS CLAIMS WITH THE FUND TO CHARGE LEGAL FEES FOR THAT SERVICE, EXCEPT WITH THE PERMISSION OF THE FUND'S BOARD OF TRUSTEES.

I (We) solemnly affirm under penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

Date: _____

Signature of Claimant

Signature of Claimant

*******It is important that you submit all evidence that proves your loss. This includes copies of front and back of cancelled checks, receipts, letters, bank statements, court documents and detailed medical bills. Without this proof, it is almost impossible to prove that you have suffered a loss. It is the claimant's responsibility to obtain copies of the above. Providing proof also helps the investigation process to move along at a faster pace.**

FORGERY CLAIMS: If your claim involves a possible forgery (which means you claim your signature was written on a check by someone else) you may have a claim against the bank which cashed the check. Please telephone Janet C. Moss at 410-260-3635 immediately to discuss your options. PLEASE DO THIS PROMPTLY, because delay may cause your claim to be denied by the Client Protection Fund.

COOPERATION AGREEMENT

If the Fund pays me all or any part of my claim, then I hereby transfer, assign and set over to the Client Protection Fund of the Bar of Maryland (the "Fund") all of my claims, demands, causes of action, actions and suits against the attorney whom claim is made against, arising out of the above-described dishonest acts for which this claim is made, to the extent of payment by the Fund, and also authorize the Fund to prosecute all such claims, demands, causes of action, actions and suits against said attorney, either in my name or in the name of the Fund or in the names of both, as the Trustees of the Fund, in their sole judgment, decide is best; and in addition to the foregoing, I also agree to cooperate with the Fund in any efforts by the Trustees in enforcing any claim, demand, cause of action, actions, or suits against said attorney, and agree that whatever action is taken against said attorney hereunder shall be under the full control of the Trustees of the Fund; and the Trustees may, as they deem advisable, prosecute or fail to prosecute, or abandon any such claim, demand, cause of action, actions or suit, all without any consent or approval by me. Also, I agree to cooperate in the investigation of this claim and in any related disciplinary proceedings against the attorney in question.

Date: _____

Signature of Claimant

Signature of Claimant

RELEASE AND SUBROGATION AGREEMENT

In consideration of any payment to me from the Fund, I hereby forever release and discharge the Fund from any and all claims of every kind and nature, and especially for any loss or damages arising from the above claim for theft; further, I hereby subrogate and assign to the Fund my right, title and interest (to the extent of any payment to me) in every action which I have or may have resulting from my claim to recover the above stated amount of loss or damage sustained by me arising from such theft; and I further authorize the Fund to sue in my name (but at the expense of the Fund) any person or other entity which is or may be liable to me in order that judgment may be recovered and collected by the Fund, pledging full cooperation in such action. I understand that this cooperation might include, but is not limited to, my appearance at depositions and in court, conferences with attorneys or others representing the Fund and all other reasonable requests for assistance in any such suit by the Fund. I understand that this agreement by me is material to the payment to me by the Fund, and I agree that a failure to cooperate by me will be a material breach of my agreement with the Fund and will give the Fund the right to recover from me the full amount that the Fund has paid to me until the Fund has been paid back for what it has paid to me. I agree to give the Fund first rights in my place to restitution for the theft under Section 640 of Article 27, Annotated Code of Maryland.

Date: _____

Signature of Claimant

Signature of Claimant