

CLAIM NO. \_\_\_\_\_ DATE REC'D \_\_\_\_\_ AMOUNT CLAIMED \_\_\_\_\_

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**FOR CPF USE ONLY – PLEASE DO NOT WRITE ABOVE**

THE CLIENT PROTECTION FUND OF THE BAR OF MARYLAND  
STATEMENT OF CLAIM

**PLEASE READ BEFORE SUBMITTING CLAIM**

**1. *The Creation And Purpose Of The Fund.***

The Client Protection Fund of the Bar of Maryland (“the Fund”) was created in 1965 by the Court of Appeals, Maryland’s highest court. The money used to make reimbursements to clients who have suffered losses comes to the Fund entirely from Maryland attorneys. The money used to make reimbursements does not come from taxes.

The purpose of the Fund is to maintain the integrity and protect the good name of the legal profession by reimbursing client losses caused by members of the Bar of Maryland.

**2. *Claims Eligible For Reimbursement.***

To be eligible for reimbursement, the loss must be

- Caused by a defalcation (definition in Paragraph 3)
- Committed
  - (i) By an attorney licensed in Maryland
  - (ii) During the course of legal representation of the claimant, or
  - (iii) Acting in a fiduciary relationship with the claimant (definition in Paragraph 3)

Reimbursement is permitted only to the extent authorized by law and only as deemed proper and reasonable by the Trustees of the Fund. The Rules and Regulations governing reimbursement from the Fund may be found on the internet.

For the Rules:

[https://govt.westlaw.com/mdc/Document/N39950F103C0211E6ACAF9E5216076AB4?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=\(sc.Default\)](https://govt.westlaw.com/mdc/Document/N39950F103C0211E6ACAF9E5216076AB4?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default))

For the Regulations:

<https://www.courts.state.md.us/sites/default/files/import/cpf/pdfs/regulations.pdf>

### **3. *Defalcation And Fiduciary Explained.***

The law governing the Fund permit reimbursement only when there is a proven defalcation. A defalcation is a misappropriation of money or property held by a person in trust. A defalcation is similar to a theft or an embezzlement. As applied to the Fund, the attorney is the person holding the property in trust.

A fiduciary relationship, as applied to the Fund, means the attorney was acting with the claimant in a fiduciary capacity that is traditional and customary in the practice of law. Examples of this are (i) a court appointed lawyer, (ii) a personal representative of a probate estate, (iii) a trustee of an express trust, (iv) a guardian, (v) a custodian acting per statute, (vi) an attorney-in-fact by written appointment, sometimes called a power of attorney, or (vii) a real estate settlement officer.

### **4. *Reimbursements That Are Not Permitted.***

The law governing the Fund permit the Trustees to reimburse only when there is a defalcation. A defalcation is not a fee dispute, that is, a claim that the attorney did some work but did not earn the fee received. A defalcation is also not a claim of negligence / malpractice or a claim of breach of contract.

You are responsible for providing the Fund with copies of documents that show your loss and entitlement to reimbursement in the amount you request. The Fund cannot do this. These documents include, for example and depending on the facts of your claim, the front and back of checks, receipts from the attorney, letters, bank statements, court documents and detailed medical bills. Without proof, it may not be possible to document that you have suffered a loss.

Mail the Completed Form To:           Melissa M. Higdon, Executive Director  
Client Protection Fund of the Bar of MD  
200 Harry S. Truman Parkway  
Suite 350  
Annapolis, MD 21401  
(410) 630-8140

You MUST answer every question.

**1. Claimant Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone Numbers:

Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_

Employer: \_\_\_\_\_

**If incarcerated, please identify someone with knowledge of your claim as an alternate contact:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

**Note:** If the Claimant is an entity such as a corporation, partnership, limited liability company, or estate, please indicate with an "X" in the box and also complete question 15.

**2. Attorney Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**3. What did you hire this attorney to do? \_\_\_\_\_**

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**4. How much did you pay this attorney? \$ \_\_\_\_\_ . Please provide receipts and/or copies of paid checks (front and back) for amount claimed.**

\_\_\_\_\_  
\_\_\_\_\_

**5. State the amount of your loss: \_\_\_\_\_**

Did this loss involve: Money \_\_\_\_\_ Securities \_\_\_\_\_ Property \_\_\_\_\_

**6. When did the loss occur? \_\_\_\_\_**

\_\_\_\_\_

**7. When and how did you discover the loss? \_\_\_\_\_**

\_\_\_\_\_  
\_\_\_\_\_

**8. Provide specific details as to how your money was stolen. \_\_\_\_\_**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Did you sign a fee agreement? If so, provide a copy. If not, please explain in detail what your oral agreement was (flat fee, hourly rate, etc.).**

\_\_\_\_\_  
\_\_\_\_\_

**10. Has the attorney disputed your claim? \_\_\_\_\_**

\_\_\_\_\_

**11. Have you reported this attorney to any of the following?**

A Client Protection Fund in another state? \_\_\_\_\_

State's Attorney's Office \_\_\_\_\_

Police \_\_\_\_\_ Report No. \_\_\_\_\_

Insurance \_\_\_\_\_

Fee Arbitration \_\_\_\_\_

Attorney Grievance Commission \_\_\_\_\_

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

Attorney Grievance Commission  
200 Harry S. Truman Parkway, Ste 300  
Annapolis, MD 21401  
410-514-7051

**12. Have you hired another attorney to assist you in handling your case? If so, please provide their name, address and telephone number.**

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**13. Have you filed suit against the attorney who you claim stole your money? If not, why not? If so, please give details such as case number and court, and final disposition if known.**

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**14. Have you received any money from the attorney or any other source such as insurance, bonds, or other client protection funds?**

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**15. If claimant is not an individual, please provide:**

Type of entity: \_\_\_\_\_

Number of employees: \_\_\_\_\_

End of prior year (12/31):

Total Assets: \_\_\_\_\_

Total Liabilities: \_\_\_\_\_

Revenue: \_\_\_\_\_

**FAILURE TO PROVIDE INFORMATION MAY VOID YOUR CLAIM REQUEST.**

**I declare and affirm under the penalties of perjury that the contents of this Statement of Claim are true and correct.**

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Claimant's Signature

**Please sign the Agreement on the following page and return with this form.**

## ASSIGNMENT, RELEASE, AND COOPERATION AGREEMENT

If the Client Protection Fund of the Bar of Maryland (“the Fund”) pays my claim (“Claim”) for reimbursement, in whole or in part, I agree as follows. For the purposes of this document, “Fund” includes the Fund, and any of its Trustees, investigators, lawyers, or staff.

1. I transfer and assign to the Fund any cause of action, lawsuit or judgment I have now or may have in the future against the attorney (“the Attorney”) who is the subject of my Claim with the Fund. The Trustees may, in their sole and absolute discretion, prosecute such cause of action, lawsuit or enforce such judgment without approval by me or may require of me the continuation of such prosecution or enforcement.
2. My acceptance of any reimbursement payment from the Fund – including a partial reimbursement that is less than the amount I requested in the Claim – creates a lien to the extent of that payment in favor of the Fund that shall attach to any money or property that is designated to be paid or has been paid to me from, or on behalf of, the Attorney. The Fund has priority over me (that is, the Fund will be paid before I am paid) to the extent of the Fund’s payment to me, and such priority over me extends to any property of the Attorney, whether or not I discover and pursue such property, or expend my separate funds in the discovery or pursuit of such property. This priority applies to any payment made or to be made under a judgment against the Attorney or an order of restitution against the Attorney.
3. If I receive money which relates in any way to my Claim with the Fund from any person or entity (for example, (i) from the Attorney, (ii) from a trustee in the Attorney’s bankruptcy case should the Attorney file such a case, or (iii) from a federal or state department of Parole and Probation (however named)), then I agree that such money belongs to the Fund and I will instruct such person or entity to send that money to the Fund. I further agree should I receive such money, I will send that money to the Fund.
4. This transfer and assignment includes all of my rights to restitution in any (past, pending or future) state or federal criminal matter involving the Attorney. I authorize the Fund to have such access as I might have to any information about such matter, and to receive instead of me any notice that I might be entitled to either as a victim or as a claimant for restitution; and I herewith appoint the Fund as my agent for this purpose, and further direct the attorney representing the state or federal government in such criminal matter to cooperate with the Fund respecting my claim for restitution, but I recognize that I must still testify or otherwise give evidence against the Attorney in that criminal matter.
5. I will cooperate with the Fund in both the investigation of my Claim and any efforts now or later to prosecute my cause of action or lawsuit against the Attorney, or enforce any existing judgment against the Attorney, to the full extent requested by the Fund. Such cooperation includes, but is not limited to, appearing at a meeting, or as a witness in a deposition or in court, or executing an assignment of any judgment against the Attorney.
6. I grant to the Fund access to any information I have or will give to the Attorney Grievance Commission of Maryland and waive any right of confidentiality I might have in that regard. Whether or not the Fund reimburses me, I permit the Fund to share the information I give to the Fund with any law enforcement officer or prosecutor for any purpose connected with the filing of my Claim and waive any right of confidentiality I might have in that regard.
7. I understand that this assignment and my agreement to cooperate are material to, and a condition of, the payment of my Claim by the Fund, in whole or in part. My failure to cooperate gives the Fund the right to recover from me the full amount the Fund has paid to me.
8. If I receive any notice that the Attorney has filed bankruptcy, I will notify the Fund immediately.
9. I forever release and discharge the Fund (and all of its Trustees, investigators, lawyers, and staff) from any and all claims, losses, or damages of every kind and nature arising from or in any way associated with my Claim (including but not limited to its investigation and disposition). My acceptance of any reimbursement payment from the Fund – including a partial reimbursement that is less than the amount I requested in the Claim – constitutes (i) a release of the Fund for the balance of my request and (ii) a final settlement of my Claim.
10. I understand that other attorneys are not permitted to charge me for assistance in filing a claim with the Fund and I will not pay another attorney to do so.

I swear under the penalties of perjury that these statements are true.

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Printed Name of Claimant

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Signature of Claimant

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Date