

CLAIM NUMBER _____

DATE RECEIVED _____

AMOUNT CLAIMED _____

(PLEASE DO NOT WRITE ABOVE THIS LINE)

THE CLIENT PROTECTION FUND OF THE BAR OF MARYLAND

CONFIDENTIAL STATEMENT OF CLAIM

Mail Completed Form To:

Melissa M. Higdon, Executive Director
Client Protection Fund of the Bar of Maryland
200 Harry S. Truman Parkway
Ste 350
Annapolis, Maryland 21401

Every question on this form must be answered. If you are unable to answer a question please explain why. If you need assistance to fill out this form, please contact Ms. Higdon at 410-630-8140.

This form must be signed in three different places. Please make sure that you have signed the form in all three places before mailing it back to us.

It is important that you submit all evidence that proves your loss. This may include copies of front and backs 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 responsibility of the claimant, not the Client Protection Fund, to obtain copies of these documents.

Please contact Ms. Higdon at 410-630-8140, if you believe that this claim involves a forgery (you believe that someone else signed your name to the back of a check without your permission).

You MUST answer every question.

1) Name of Claimant:

Address:

City:

State:

Zip Code:

Home Telephone Number:

Occupation:

Employer:

Work Telephone Number:

Email Address:

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? Give details! Add an additional page to give details.

4) How much did you pay this Attorney? (*You must provide a receipt or cancelled check)

5) Did you sign a written fee agreement. Please provide a copy. If not, please explain in detail what your verbal agreement was. ie; flat fee, hourly rate, etc.

6) State the amount of your loss \$_____
Did this loss involve: money_____ securities_____ property_____?

7) When did the loss occur?

8) When did you discover the loss and how did you discover the loss?

9) Describe how the Attorney stole your money or property from you. Please give details.

10) Have you reported this Attorney to any of the following?

State's Attorney's Office? _____

Police? _____

Bar Association? _____ Have you applied for fee arbitration with the Bar Association? _____

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

11) Did you hire another Attorney to assist you in completing your case? Is this attorney still assisting you? Give the Attorney's name, address, and telephone number.

12) Have you filed suit against the Attorney who you claim stole your money? Did you obtain a judgment? If so please give details, and case number.

13) Have you been able to retrieve any money from the Attorney or from any other source, such as insurance, or bonds? If you are claiming that the Attorney forged your signature on a check, you must proceed against the bank that cashed the check. If you have been paid back any money from any source, you must report this to us.

14) If a company is filing this claim, how many employees does the company have?

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

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