



**CLIENT SECURITY FUND
STATE BAR OF TEXAS**

APPLICATION FOR RELIEF

PLEASE RETURN COMPLETED FORM TO:

**CLIENT SECURITY FUND
STATE BAR OF TEXAS
OFFICE OF THE CHIEF DISCIPLINARY COUNSEL
P.O. BOX 12487, CAPITOL STATION
AUSTIN, TX 78711-2487**

THE CLIENT SECURITY FUND WAS ESTABLISHED BY THE STATE BAR OF TEXAS TO RESTORE CLIENT CONFIDENCE WHEN AN ATTORNEY COMMITS PROFESSIONAL MISCONDUCT IN FINANCIAL DEALINGS WITH THE CLIENT. IT PROVIDES FINANCIAL RELIEF TO CLIENTS WHO HAVE LOST THEIR MONEY OR PROPERTY AS A RESULT OF AN ATTORNEY'S DISHONEST CONDUCT. DISHONEST CONDUCT IS DEFINED AS A WRONGFUL TAKING OF MONEY OR PROPERTY OR FAILURE TO REFUND AN UNEARNED FEE. THE FUND IS ADMINISTERED THROUGH THE OFFICE OF THE CHIEF DISCIPLINARY COUNSEL OF THE STATE BAR OF TEXAS.

AN APPLICATION FOR REIMBURSEMENT MUST BE FILED WITHIN 18 MONTHS AFTER THE GRIEVANCE IS FINAL OR WITHIN 18 MONTHS FOLLOWING THE LAWYER'S DISBARMENT, RESIGNATION, OR DEATH. IF NO GRIEVANCE WAS FILED, THE APPLICATION MUST BE FILED WITHIN FOUR YEARS OF THE TIME THE LOSS WAS DISCOVERED OR SHOULD HAVE BEEN DISCOVERED.

THE STATE BAR OF TEXAS HAS NO LEGAL RESPONSIBILITY FOR THE ACTS OF INDIVIDUAL LAWYERS. NO ONE HAS A RIGHT TO A GRANT FROM THE CLIENT SECURITY FUND. AVAILABLE AMOUNTS ARE LIMITED, AND GRANTS ARE MADE ONLY IN THE SOLE AND FINAL DISCRETION OF THE STATE BAR OF TEXAS.

CLIENT SECURITY FUND
CONFIDENTIAL APPLICATION FOR RELIEF

INSTRUCTIONS

A.

I. INFORMATION ABOUT YOU -- PLEASE KEEP CURRENT

TDCJ/SID #: _____ **Immigration #:** _____

Mr. _____ **Mrs.** _____ **Ms.** _____ **Name:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Information: Residence: () - _____ **Work:** () - _____
Cell: () - _____ **Email:** _____

II. INFORMATION ABOUT ATTORNEY

Attorney Name: _____ **Barcard#:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Information: Work: () - _____ **Home:** () - _____ **Other:** () - _____

Has the lawyer died? Yes: _____ **No:** _____

Are you related to the lawyer?

Have you filed a grievance about this attorney?

Yes: _____ **No:** _____

Date the attorney was hired or appointed:

What was the attorney hired or appointed to do?

What was your fee arrangement with the attorney?

How much did you pay the attorney?

Did you pay court costs or filing fees in advance?

Yes: _____ **No:** _____

If "yes" how much?

\$

Was your agreement with the attorney in writing?

Yes:

No:

If "yes" attach a copy of the agreement.

How many times did you meet with this attorney?

Briefly describe each meeting and what happened:

Describe all telephone calls with this attorney that involved a discussion of your case:

What legal papers did this attorney prepare for you? _____

If your attorney filed a lawsuit, answer the following, if known:

Name of court: _____

Title of the suit: _____

Case number: _____

Date suit was filed: _____

Describe all court appearances this attorney made for you: _____

What is the status of the case you hired the attorney to handle: _____

III. INFORMATION ABOUT CURRENT ATTORNEY (IF APPLICABLE)

Note: Skip this section if a new attorney has not been retained or appointed.

Do you have a new attorney to complete your case? Yes: ___ No: ___

If "yes" give the name and address of your new attorney:

Attorney Name: _____ **Barcard#:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Information: Work: () - _____ **Home:** () - _____ **Other:** () - _____

Is this attorney submitting this application on your behalf.? Yes: ___ No: ___

Police:

Insurance company:

Attorney General

Other State Bar Agency (Add Name)

Have you been reimbursed for any part of your loss? Yes: ___ No: ___

If so, state the amount received by you and the person(s) that made the payment. \$ _____

Date paid: _____

Name of person that paid: _____

Address: _____

City:

State:

Zip Code:

Describe what steps you have taken to recover the loss directly from the attorney, or any other source:

Have you previously applied to the Client Security Fund?

Yes: ___ No: ___

If “yes” please indicate the date you applied to the Fund or the Client Security Fund number assigned to you:

Date Applied:

CSF Application #:

IMPORTANT: LIMITATIONS AND AGREEMENTS

A. This application is executed and filed in order to induce the State Bar of Texas to process, investigate, and consider in its sole discretion the reimbursement from its Client Security Fund of all or part of the loss incurred by the applicant as a result of the dishonest conduct of the lawyer named in this application.

B. ASSIGNMENT OF APPLICANT RIGHTS AND SUBROGATION

In the event the State Bar of Texas makes payment to Applicant from the Fund, then the State Bar of Texas shall be subrogated to all rights to recovery which the Applicant might have against any person, firm, or organization.

Should Applicant accept any payment from the Fund, he or she agrees:

- a. That the State Bar of Texas shall have the right to recover from any liable person or firm an amount equal that paid by the Fund to the applicant before the applicant may receive or recover any part or portion of the recovery.

Applicant hereby assigns and conveys to the State Bar of Texas such right of recovery as well as the right to pursue in the name of Applicant any claim or suit against any firm or person who the State Bar of Texas may consider liable.

- b. That Applicant shall cooperate fully with the State Bar of Texas in any attempt by the State Bar of Texas to recover from any firm, person, or organization who the State Bar of Texas may in its discretion deem liable for repayment to Applicant and/or the Fund.

Cooperation as above used shall mean among other things, the giving of sworn testimony, orally or in writing, at such times and places as the State Bar may request.

- c. That Applicant shall execute any instruments which the State Bar of Texas may in its discretion deem necessary to enable it to pursue any claim, demand, or suit against any liable person or firm.

- d. That Applicant shall do nothing to hamper, destroy, or diminish any recovery by State Bar of Texas against any liable firm, person, or organization.

IN CONSIDERATION OF THE FOREGOING, Applicant agrees to cooperate in the investigation of this claim and also in any related disciplinary proceedings against the lawyer(s) in question; and, as condition precedent to any payment from said Fund, Applicant agrees to execute and deliver to the State Bar of Texas such instrument or instruments as may be required.

Applicant has read the Rules applicable to the Texas State Bar Client Security Fund proceedings and agrees to be bound by the same.

I declare under penalty or perjury that the foregoing is true and correct.

DATE SIGNED: _____

Applicant