

CLARO – QUEENS CONSUMER DEBT CLINIC

LIMITED SCOPE OF LEGAL SERVICES – ACKNOWLEDGEMENT AND UNDERSTANDING

Welcome to the **Civil Legal Advice and Resource Office (CLARO)**. CLARO is a program of the Queens Volunteer Lawyers Project, Inc. (hereinafter the “sponsor”) with the participation of students from the St. John’s University (School of Law & College of Professional Studies Under-Graduate Studies).

I, _____, have been advised and understand that:

This is an **Acknowledgement** between the Sponsor and you. It contains the basic terms of the program to provide you with the limited legal advice and assistance so that you can better represent yourself in your case.

Volunteer Attorneys: The Attorneys who volunteer for this program are selected by the Sponsor, not by the Civil Court and they are not court employees.

Volunteer Students: I will be advised, in whole or in part by a Law Student being supervised by a Volunteer Attorney working with the Sponsor and CLARO – Queens). Any decision to assist me will be at the discretion of CLARO-Queens and the student/s.

- My consent may be withdrawn at any time for any reason; but in that event, further advice will not be provided.
- Although the student/s who advise me may be enrolled in Law School/Undergraduate Studies, they advise me in their individual capacities and are not affiliated with, sponsored or supported by, or accountable to any School.
- No School (Law School or Undergraduate/College) is in any way responsible for the advice provided by CLARO-Queens or the students.
- CLARO-Queens is not in any way affiliated with, sponsored or supported by, or accountable to any Law School or College.
- The lawyer or student reserves the right to stop advising me if it is determined that I have misrepresented any material facts. The lawyer or student also reserves the right to stop advising me if I engage in, or them to engage in, any conduct that is unethical, illegal or improper.

Scope of Legal Advice: You are representing yourself in your case. Neither the Sponsor nor the Volunteer Attorneys are representing you in any capacity. What we will do is provide you with the legal advice based on the information that you give to us.

Duration of Legal Help: This arrangement to advise you will begin right now and will end at the completion of our meeting today. Unless agreed to in writing, we will not help you in any capacity after the completion of today’s appointment and CLARO or the Sponsor will assume no liability regarding the outcome of your case.

Attorney’s Fee and Costs: There is no cost for our meeting.

Declining to Advise: We may decline to advise you for the following (but not limited to):

- If we have a conflict of interest (for example: if we have already advised or provided representation to the opposing party in your case, we have a legal conflict of interest and cannot provide you with any legal advice);
- If your legal problems are too complicated and beyond the scope of this program;
- For any other reason set forth in the New York Rules of Professional Conduct.

Having been advised and understanding these facts, I consent to be advised by a Volunteer Attorney and/or by a Law Student supervised by a CLARO-Queens attorney.

RE: Index #/s _____/____; _____/____; _____/____

Signed: _____

Date: _____

Print Name: _____



QUEENS VOLUNTEER LAWYERS PROJECT, INC. (QVLP)
LIMITED SCOPE RETAINER AGREEMENT

Index #: _____ Case Name: _____

This is a **Limited Scope Retainer Agreement** between _____ and
Name of Client

_____. Effective Date Of Agreement: _____ day of _____, 2014.
Name of Lawyer, of counsel, QVLP

1. Obligations of Lawyer:

- (i) Lawyer, of counsel to the Queens Volunteer Lawyers Project, Inc. (QVLP), agrees to represent Client in the **Personal Appearance Part** (PAP) ONLY for today, ____/____, 2014. The QVLP lawyer's services include: examining the strengths and weaknesses of the case; providing legal advice, and attempting to negotiate a settlement. The QVLP lawyer **will not represent defendant in a trial**.
- (ii) QVLP's representation of Client ends after appearing in the PAP on this day. QVLP will not represent or counsel Client if the case is adjourned or settlement efforts continue after today.
- (iii) QVLP does not agree to represent Client after this date
- (iv) Client authorizes QVLP to share copies of all documents reviewed/prepared in connection with representation with the CLARO Project Office.

2. Obligations of Client:

- (i) Client agrees to read the **Referral Sheet** and to confirm its accuracy.
- (ii) Client agrees to fully cooperate with QVLP in handling the case.
- (iii) Client is solely responsible for the progress of the case after today.
- (iv) Client agrees that he/she is self-represented and has not retained or engaged the services of any attorney prior to, or at the time of signing, this limited scope retainer agreement.

3. **Automatic Termination of Agreement:** QVLP's representation of Client ends automatically after today's appearance in the PAP without any further notice by QVLP or Client.

4. **Lawyer's Fee:** QVLP's services under this agreement are free.

5. **Client's Informed Consent:** Client has carefully read the Referral Sheet and this Agreement. Client has discussed both with the QVLP lawyer. Client understands that this is an agreement for limited-service representation that automatically terminates at the end of the QVLP lawyer's appearance in the PAP on today's date. Having been informed of the possibility of non-settlement and of a trial, Client acknowledges that s/he understands the possible risks and benefits of the limited service-representation described in this agreement. Client knowingly makes this agreement with QVLP.

Name of Client

Name of Lawyer

Signature of Client

Signature of Lawyer

**QUEENS FORECLOSURE CONFERENCE PROJECT
QUEENS VOLUNTEER LAWYERS PROJECT, INC.**

90-35 148th Street, Jamaica, N.Y. 11435
(718) 739-4100

LIMITED PROVISION OF LEGAL SERVICES – RETAINER AGREEMENT

Client Name: _____

Date: _____

This document explains what your foreclosure conference attorney will be able to do and what the attorney will not be able to do. These services will be provided to you free of charge. The Conference Project is a program of the Queens Volunteer Lawyers Project, Inc. (QVLP). QVLP represents that the attorney is licensed to practice law in the State of New York and is in good standing.

Description of Counseling and Limited Legal Services

The attorney has agreed to consult with you and represent you in your foreclosure conference or conferences only. As part of that process, the attorney may review information you provide concerning your home loan with the objective of seeing whether you will be able to negotiate an acceptable solution to avoid foreclosure.

No Charge for Counseling and Legal Services

The attorney will not charge you for any fees relating to the services he or she provides in the conference. The Conference Project or the lawyer will pay reasonable expenses, including photocopying, mailing, faxing, electronic research, and telephone charges.

Waiver of Conflicts

The attorney may work for a law firm that represents many types of clients in many different kinds of matters. By signing this agreement, you agree that, even though the lawyer and his or her law firm may be representing you now in your conference, the law firm remains free to represent any present or future client, even if that client is opposed to you, as long as that other representation is in a matter that is not substantially related to the matter in which the Conference Project's lawyer is representing you and as long as the Conference Project's lawyer and law firm do not use any confidential information that they learned from you while representing you.

Attorney-Client Relationship

By signing this agreement, you will be entering into an attorney-client relationship. The information about your matter that you give to the lawyer and any advice given to you by the lawyer is confidential. Confidential information cannot be disclosed by your lawyer or used as evidence in a legal proceeding without your permission except under certain circumstances provided by law. The information and documents you provide to your lawyer and the communications between you and your lawyer should not be shared with anyone else except as your lawyer advises you.

Termination of Attorney-Client Relationship

The client acknowledges and understands that the Conference Project attorney has agreed to consult with and represent the client only for the foreclosure conference portion of the case. Upon completion of the conference portion of the case the attorney will not represent the client in any ongoing foreclosure litigation. Unless agreed to in writing by both parties, the Conference Project attorney will not assist the client in any capacity after the completion of the conference phase of the foreclosure case.

Even if the Conference Project’s lawyer no longer represents you, the terms of this agreement remain in effect. This document explains the entire agreement that the lawyer and his or her firm have with you about the counseling and limited legal services they will provide. Any changes to this retainer agreement can only be made in an agreement signed by you, the lawyer representing you, and his or her firm.

Please read this document and the enclosed Statement of Client’s Rights and Responsibilities carefully. If you agree that this document correctly describes the terms and conditions of the counseling and limited legal services that will be provided to you, please sign a copy of this document in the space provided below and return that signed copy to the lawyer named below.

Signature of Volunteer Lawyer

Volunteer Lawyer (type or print)
Address _____

Tel# _____

Of counsel,
Queens Volunteer Lawyers Project, Inc.
90-35 148th Street
Jamaica, N.Y. 11435
(718) 739-4100

I have read this retainer agreement and agree to its terms and conditions. I have received a copy of this document for me to keep.

Signature of Client

Name of Client (type or print)
Address _____

Tel# _____

Date: _____

QUEENS VOLUNTEER LAWYERS PROJECT, INC.
90-35 148th Street, Jamaica, N.Y. 111435
(718) 739-4100

LIMITED PROVISION OF LEGAL SERVICES – RETAINER AGREEMENT

Client Name: _____

Date: _____

This document explains what your volunteer attorney (hereinafter “the attorney”) will be able to do and what the attorney will not be able to do. These services will be provided to you by the attorney and by the Queens Volunteer Lawyers Project, Inc. (QVLP). The attorney and QVLP will charge you no legal fees. QVLP represents that the attorney is licensed to practice law in the State of New York and is in good standing.

Extent of Limited Legal Services

The attorney has agreed to consult with you and represent you in the initial filing of a Chapter 7 bankruptcy petition only. The attorney will not assist or represent the client after the petition has been filed with the Bankruptcy Court.

No Charge for Counseling and Legal Services

The attorney will not charge you for any legal fees relating to the services he or she provides in regard to the bankruptcy filing. QVLP or the attorney will pay reasonable expenses, including photocopying, mailing, faxing, electronic research, and telephone charges. The client is fully responsible for paying for any and all required court filing fees.

Waiver of Conflicts

The attorney may work for a law firm that represents many types of clients in many different kinds of matters. By signing this agreement, you agree that, even though the lawyer and his or her law firm may be representing you now for your bankruptcy filing, the law firm remains free to represent any present or future client, even if that client is opposed to you, as long as that other representation is in a matter that is not substantially related to the matter in which the attorney is representing you and as long as the attorney and law firm do not use any confidential information that they learned from you while representing you.

Attorney-Client Relationship

By signing this agreement, you will be entering into an attorney-client relationship. The information about your matter that you give to the lawyer and any advice given to you by the lawyer is confidential. Confidential information cannot be disclosed by your lawyer or used as evidence in a legal proceeding without your permission except under certain circumstances provided by law. The information and documents you provide to your lawyer and the communications between you and your lawyer should not be shared with anyone else except as your lawyer advises you.

Termination of Attorney-Client Relationship

The client acknowledges and understands that the attorney has agreed to consult with and represent the client only for the limited purpose of assisting in the initial filing of a Chapter 7 bankruptcy petition. The attorney will not assist or represent the client after the petition has been filed with the Bankruptcy Court. The client acknowledges and understands that at any time during the review process up to the time of filing the attorney may determine that a Chapter 7 bankruptcy is not advisable for the client and may terminate representation. The attorney will not represent the client in any ongoing foreclosure litigation or for any other legal matters. Unless agreed to in writing by both parties, the attorney will not assist the client in any capacity other than in the filing of a bankruptcy petition.

Even if the attorney no longer represents you, the terms of this agreement remain in effect. This document explains the entire agreement that the attorney and his or her firm have with you about the counseling and limited legal services they will provide. Any changes to this retainer agreement can only be made in an agreement signed by you, the lawyer representing you, and his or her firm.

Please read this document and the enclosed Statement of Client’s Rights and Responsibilities carefully. If you agree that this document correctly describes the terms and conditions of the counseling and limited legal services that will be provided to you, please sign a copy of this document in the space provided below and return that signed copy to the attorney named below.

Signature of Volunteer Lawyer/Staff Attorney

Volunteer Lawyer/Staff Attorney (type or print)
Address _____

Tel# _____

Of counsel to
Queens Volunteer Lawyers Project, Inc.
90-35 148th Street
Jamaica, N.Y. 11435
(718) 739-4100

I have read this retainer agreement and agree to its terms and conditions. I have received a copy of this document for me to keep.

Signature of Client

Name of Client (type or print)
Address _____

Tel# _____

Date: _____