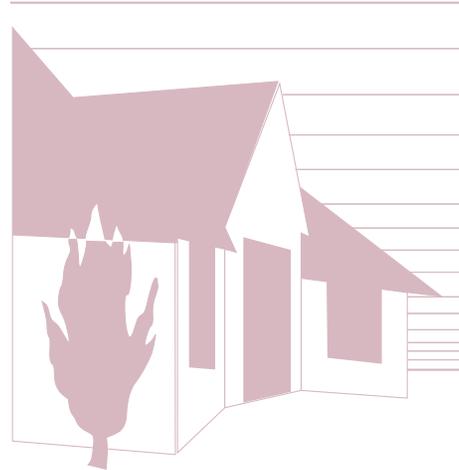


Harriett Buhai Center for Family Law
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Limited Legal Services Agreement

Read this booklet carefully to understand the services the Center can and cannot provide in your family law case.

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Our Agreement With You

The Harriett Buhai Center for Family Law is a private, non-profit organization. We provide limited legal services to low-income people who represent themselves in family law cases filed in the Central District (downtown Los Angeles).

We are not a full-service legal services agency. If you want services that we do not provide, you may need to hire a private attorney.

If you sign this agreement, our volunteer attorneys, paralegals, law students, and others (supervised by our staff attorneys) can give you advice and show you how to fill out the papers you need to represent yourself in your family law court case.

Before you sign, read this Agreement carefully so you will know what services we can and cannot provide.

Thank you.

The Harriett Buhai Center for Family Law

Client's Informed Consent

Your signature below means:

- You have read this Agreement carefully and understand it,
- You have considered the additional information and advice that the Center has given you,
- You certify that your case has a proper purpose and is supported by the law and that you are not using the legal process to harass the other person or cause delay or extra expense,
- You understand the possible risks and benefits of the limited-service representation described in this Agreement, and
- You voluntarily, knowingly and intentionally enter into this Agreement with the Center.

Date: _____

Client name: _____

Client Signature: _____

Date: _____

Center Staff Name: _____

Center Staff Signature: _____

Date: _____

Interpreter Signature: _____

- This Agreement replaces the previous "Limited Legal Services Agreement" of (date): _____

Ending this Agreement

You may end this Agreement at any time, for any reason.

The Center **must end** this Agreement if we learn of any continuing perjury, fraud, or other dishonest act. We may end this Agreement if we believe you have not fulfilled an important obligation of this Agreement, or for other good cause, ethical issues, or other reason authorized by law.

We may also end this Agreement if:

- You are unreasonably difficult to deal with, like being rude to staff and volunteers, impeding the progress of the case, or not following the Center's instructions.
- You are no longer able to represent yourself.
- You get help from another attorney or service provider after signing this Agreement, without a referral from the Center.
- Your income or assets exceed our eligibility guidelines.
- The Center believes you have not been truthful and may perjure yourself in court.
- Communication between you and the Center has broken down.
- You change the pleadings after leaving the Center and file them without telling the Center first.
- You cancel or don't show up for more than 3 appointments with the Center.
- You do not answer our phone messages or letters within a reasonable period of time.

Our services are limited to:

- Advice and Information
- Court Forms and Copies
- Help with Court Orders

We can only help you with one case at a time.

Advice and Information

The Center will show you how to:

- Start and complete your family law case and fill out the family law forms you need,
- Ask for a fee waiver if you don't have enough money to pay court fees,
- Serve the court papers for your family law case,
- Understand the deadlines for your case, and
- Get ready for your hearing. (*You must ask us at least 30 days before your hearing.*)

The Center can also explain:

- How to get temporary family law court orders,
- Your "date of separation" (for divorce cases),
- The legal documents filed by the other party, and
- Services provided by the court.

Court Forms and Copies

Most people with family law cases have to fill out and file a lot of forms. When you come for your appointment, we will give you the blank forms and help you fill them out. Later, we will give you copies of your completed forms so you can file them at court and have someone give (serve) the other party a copy.

Special Forms

Some clients need help getting the other party's payroll, health insurance and pension records, which are important for their case.

If this happens in your case, we will help you get a subpoena to make the other party's employer or pension administrator give you the information you need. *

We can also help you understand legal papers the other party files, like a *Response* or *Order to Show Cause*. But, you must mail any court papers you receive at least 30 days before your hearing so there will be enough time to prepare.

* *The Center cannot help you with a subpoena if:*

- *You do not know who the other party's employer is,*
- *The information you need is already available,*
- *The estimated community property value of the pension is less than \$5000, or*
- *The information is not key to your case.*

Conflicts of Interest

If the Center has a possible conflict of interest because we represent another client whose interests conflict or may conflict with yours, we have the right to end this Agreement. If that happens, we will still keep your privileged information confidential.

If the Center agrees to help you and the other party also asks for our help, we will not help the other party. But we would like to refer the other party to other agencies. When you sign this agreement, you give the Center permission to make those referrals.

There is no attorney/client relationship between you and the Center until you have reviewed and signed this Agreement, and an authorized person from the Center has also signed this Agreement.

Changing this Agreement

Any changes to this Agreement that you and the Center agree to must be done in writing and signed by you and an authorized representative of the Center.

Funders: Sometimes our funders want to see client files. They do this to see if we qualify for funding. The funding they give us helps support the Center, and we believe their review does not affect the privacy of your specific information. When you sign this agreement, you give the Center permission to release your file for this purpose.

The Center's Notes

The Center takes notes each time we meet with you. These notes belong to the Center and not to you. We will not give you copies of the Center's notes.

Attorney Fees

There is no fee for our limited legal services. But, we keep track of the value of the services we provide you. We ask you to make a voluntary donation to the Center for the services we provide.

Sometimes, if the other party has enough money, the Center may ask the Court to order the other party to pay attorney fees for your case. When you sign this agreement, you agree to pay the Center any attorney fees you receive that the Court ordered for this case.

Court Orders

The Center may help you ask for orders related to:

- Divorce*, Separation, or Paternity,
- Custody and Visitation for children under 18 of both parties,
- Child support, if you have information about the other parent's job or income,
- Restraining orders, if you need protection,
- Spousal support, if you are married to the other party and you have information about the other party's job or income,
- Division of assets and debts if you are married to the party,
- Getting back the name you used before marriage, if you are getting divorced, and
- Blood tests, if needed.

We will decide on the best strategy for asking for orders for your case.

We cannot promise that the court will make the orders you are asking for. The judge will use the information you provide to make orders in your case. You are responsible for providing this information.

We also cannot promise that you will be able to make the other party follow the judge's orders.

* "Dissolution of Marriage" is a legal term that means divorce.

Your Responsibilities

Because the Center provides limited services, you will have to do a lot of work for your case. We believe you can do this work, and we will give you advice and information to help you.

If you sign this agreement, you are agreeing to do these things on your own:

Go to Court and Represent Yourself

This means you will:

- Go to all court hearings, settlement conferences, trials, and appeals and speak for yourself.
- Fill out your court forms (we will give you advice and supervision).
- File all legal documents at the courthouse and get copies of pleadings from the courthouse, if the Center asks you to.
- Serve the court papers to the other party. (This means an adult – not you – must give a copy of the court papers to the other party.)
- Follow all court rules and meet the court deadlines.
- Ask the court for hearing dates, and let the Center know at least 30 days before any hearing.
- Speak to the other party or his/her lawyer and let the Center know if you make any agreements.
- Carefully consider the Center's advice before making any important decision on your case.

Confidentiality

The staff and volunteers at the Center will keep all your confidential information private. Friends or family members are not allowed in your appointments. We will not provide services to the other party.

There are some exceptions:

Group setting: Sometimes the Center may help you in a group setting. Other clients will be there and get legal help at the same time as you. Because of this, other clients in the group may hear about your case and you may hear about theirs.

We ask all clients not to talk about the private information they hear in the group setting. If someone asks you for information about another case discussed in the group, you must:

- Tell the Center immediately.
- Not tell anyone about another case unless the Center approves.
- Not ask the Center or its staff to be responsible if someone in your group shares your confidential information.

Sharing information to help your case: We may need to discuss your case with other people to accomplish the goals of your case. Some of the people we may talk to include: pension plan administrators, social workers, doctors, probation officers, Sheriff's deputies, other lawyers or legal agencies, court personnel, custody evaluators, and the Center's staff and volunteers. When you sign this agreement, you give the Center permission to release your information to anyone we believe may help with your case.

The Center cannot help with discovery

This means we cannot help you investigate, or protect, any interest you may have (or owe) in an unsubstantiated asset or hidden income. It is up to you to provide the financial information needed for your case.

The Center cannot provide a valuation of assets and debts

This means we cannot help you to determine the value, or protect any interest you may have in an asset, like a business, pension, retirement plan, house or other real estate unless you provide the financial information needed to determine the value.

The Center cannot help you negotiate

You and the other party may be able to come to an agreement. If so, you must let us know right away. Our services are only for contested and default cases.

This means we cannot help you:

- Negotiate with the other party or his/her lawyer, or
- Draft or recommend a settlement or stipulated agreement.

No Help Without An Appointment

Even if you have a court deadline or an emergency, we cannot help you if you do not have an appointment. Appointments fill up fast, so make your appointment as soon as possible.

To make an appointment, call: **(213) 388-7514**

Please do not bring children to your appointment.

Get Information for Your Case

You must get the information the court needs to make orders in your case, including:

- The home addresses, places of employment, and proof of income for both parties,
- Financial records, like bank statements, check registers, pension statements, and real estate documents for both parties,
- Income, expenses, assets and debts information for both parties, and
- Information about custody and visitation problems.

Keep the Center Informed

You must:

- Tell us about any change to your phone number, address, job, income, or other important information,
- Answer our phone calls and letters,
- Tell us about any changes or new information in your case, like court notices, letters from the other party, new court orders, or other new information,
- Let us know, in writing, about all negotiations with the other party or his/her lawyer, and
- Keep in touch with the Center.

Costs

Every court case has costs. **The Center will not pay any costs in your case.**

You must pay for all costs for your case, including:

- Court filing fees
- Fees for service
- Transcript fees
- Custody evaluation fees
- Deposition fees
- Expert witness fees
- Fee for copies of your court papers
- Preparation of QDRO, DRO or other documents needed to divide pensions

*If you are low-income,
you can apply for a
Fee Waiver.*

In rare cases a court may “award sanctions” to punish you for something you have done. If this happens in your case, **you** – not the Center – must pay the sanctions (money) to the other party.

Services the Center does not provide

It's very important that you understand:

- We will not go to court to speak for you.
- If you lose your case, we cannot help you appeal.
- We cannot refer you to a private lawyer.
- We only help clients with **family law** cases.*

* We do **not** help with Criminal, Dependency Court / Children's Court, Guardianship, Civil Cases not related to family law, Administrative Hearings, Tax, Estate Planning, Bankruptcy cases or cases where the county is suing you for child support.

- We cannot help you divide a pension that you or your spouse has had for less than 3 years or that we estimate is worth less than \$5,000.
- We cannot help you divide a house if:
 - Your share of the equity is more than \$30,000.
 - You already signed a quitclaim deed or your name is not on the deed.
 - A third person, no matter who it is, is listed on the deed or mortgage.
 - You think you have a community property or reimbursement interest in a house that is separate property.
 - The house is considered “quasi-community property” because it is in another state or country.
 - The house is on the market and is being sold, but the sale is not yet final.
 - The house is in foreclosure or at risk of being in foreclosure soon.

Other services the Center does not provide...

The Center cannot give you advice or help with:

- Court orders to divide a business
- Court orders from other states
- Family law in other states
- Motions for Contempt
- Custody, visitation, or child support for a child who lives outside of California