**Limited Scope Representation Agreement**



*This is a legal agreement. Please read carefully and make sure you understand each part of the agreement before signing. You are allowed to take this document home and ask questions before signing.*

**Parties** | This agreement is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Volunteer Attorney) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Client) as part of the North Texas Coerced Debt Pilot Program.

**Program Details** | This pilot program intends to help clients secure a court decision that declares the client is the victim of identity theft and that certain debts were the result of fraud, threat, or coercion. This judgment can be used to help repair credit but ***will require clients to mail a copy of the judgment to their creditors and the credit bureaus***. Assistance from this program ends with help preparing and mailing these judgment letters. Any additional correspondence with creditors is beyond the scope of this agreement.

*You may have legal options beyond the scope of services currently offered through this program. At any time, you may stop your participation in this program or seek legal service elsewhere without penalty.*

***Limited scope representation*** allows a lawyer to help a client with some, but not all parts of their case. This means that there are some things you must do and information you must provide to your volunteer attorney in order for them to help you with your coerced debt hearing. This agreement outlines the responsibilities of the Volunteer Attorney and Client. Additional work is beyond the scope of this program.

1. **Division of Responsibilities**

Attorney Responsibilities

The attorney agrees to:

* Treat Client with respect and care
* Help Client research Client’s debt
	+ Review debt details
	+ Recommend a case plan
* Follow case plan to help Client submit…
	+ Police Report
	+ Identity Theft Report
	+ Consumer Report Dispute
* Help Client with 521 Hearing
	+ Establish case facts & evidence
	+ Draft Pleadings
	+ Prepare Client for Hearing
	+ Represent Client at Hearing
* Obtain final order copies before sealed
* Help Client prepare & mail judgment to creditors and credit bureaus

Client Responsibilities

The Client agrees to:

* Provide complete & honest information
* Help Attorney research Client’s debt by providing access to credit reports
* Share any concerns about Attorney’s recommended case plan
* Follow Attorney’s instructions to work through agreed case plan as soon as possible
* Update Attorney about any new information or documents you receive
* Keep all case related documents together and organized in a file for the attorney to review as needed.
* Obtain final order copies before sealed
* Help Attorney prepare & mail judgment to creditors and credit bureaus

**Cost |** All services provided by this program are offered for free.

**Case Outcomes |** Neither this program nor its volunteers can guarantee that participation in this program will result in a certain case outcome.

Communications between my lawyer and me will be confidential, but only if I do not reveal the content of those communications to anyone else, and only if no third party is present at the time I speak to my lawyer. I authorize my lawyer to discuss all aspects of my case with TAP staff, and I authorize TAP staff to discuss all aspects of my case with my lawyer.

I understand that I can fire my lawyer at any time and for any reason by notifying him/her in writing. In the event I fire my lawyer; however, I understand that TAP will not attempt to find another lawyer to represent me, absent extraordinary circumstances.

I understand my lawyer has the right to withdraw from the representation at any time with my consent, and at any time without my consent if he/she can do so without material adverse effect on my interests. In addition, my lawyer may withdraw without my consent if a conflict arises or it becomes legally or ethically proper for my lawyer to do so. In that case, TAP will work diligently to find another volunteer attorney to take my case.

If I terminate representation or my lawyer withdraws, I will take all steps necessary to free my lawyer from any obligation to perform further, including executing any documents necessary to complete the termination of his representation of me. The lawyer will take steps that are ethically and reasonably practicable to protect my interests.

Neither my lawyer nor TAP has made any promises or guarantees as to the particular outcome of my case. I understand that any legal matter takes time to complete and neither my lawyer nor TAP has made any representation to me as to how soon this matter will be resolved.

CLIENT SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATED: \_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_

ATTORNEY SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATED: \_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_