

# LEGAL AID OF WEST VIRGINIA

## UNITED STATES CITIZENSHIP ATTESTATION

I certify that I am a citizen of the United States of America.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

If you are not a U.S. citizen, we have to determine if you are eligible for our help as a non-citizen. Appropriate documentation must be reviewed. To do this, our staff will help you fill out a Legal Aid of West Virginia ELIGIBILITY QUESTIONNAIRE - NON-CITIZEN STATUS form.

## RETAINER AGREEMENT

Legal Aid of West Virginia agrees to provide legal representation or other legal assistance with respect to this problem:

**Free Services, Costs and Payments:** Legal services will be provided to me free of charge by Legal Aid of West Virginia. My case may involve expenses for court fees, obtaining medical records, paying for process servers and other charges or fees. Legal Aid will try to have these expenses waived or paid by the other side in this case. If the costs cannot be waived or paid by someone else, I will pay them unless I am not able to do so. If I cannot pay the costs, Legal Aid may pay these charges for me. I will pay Legal Aid back for costs they pay in my case from any back benefits or damages recovered, although I understand Legal Aid will not take action to collect these costs from me if that would cause me or my family undue hardship.

**Settlement Decisions.** Legal Aid of West Virginia will not settle my case without my agreement in advance, unless I have authorized specific settlement terms in advance.

**Right to End Representation.** I can tell Legal Aid of West Virginia to stop representing me any time I want to do so, for any reason.

**Confidentiality and Disclosure of Information.** Legal Aid of West Virginia is a law firm. As a client of Legal Aid of West Virginia, I will make available all the information I have relating to my case or my legal questions. As a client of Legal Aid of West Virginia, my information is confidential. Confidential information will not be disclosed to anyone who is not on the staff of Legal Aid of West Virginia without my permission, except as permitted or required by the Rules of Professional Conduct, the legal ethics rules of West Virginia. Legal Aid of WV may ask attorneys to assist me through its Pro Bono Program. I authorize Legal Aid of WV to share my information with these attorneys or firms.

**Accurate Information, New Information and Changes in Information.** Everything I have told Legal Aid of West Virginia about my case is true as far as I know. I will tell Legal Aid promptly if I find new information out about my case or if there are new incidents to report. I understand it is my responsibility to tell Legal Aid of West Virginia immediately about changes in my address, telephone number, my family income or the size of my household.

**Legal Aid's Right to End Representation.** Legal Aid of West Virginia may stop representing me, but only when there is a good reason for doing that. If I do not cooperate with instructions Legal Aid gives me, don't provide complete or truthful information about my case, don't stay in touch with Legal Aid or if I do not report changes in my phone number, address or income, Legal Aid may have to stop helping me. Legal Aid will only stop representing me after making all reasonable efforts to tell me the reason and giving me a chance to explain why representation should not be ended.

**Right to Make a Complaint.** I can make a complaint if I do not understand or approve of the work being done on my case or if Legal Aid of West Virginia says it will stop representing me. Legal Aid will provide me a copy of the "Statement of Client Rights" describing the procedure for making a complaint anytime I ask for one.

**Communication with Opposing Party.** I will not talk to the other side's lawyer without first having permission to do that from Legal Aid of West Virginia. I will call Legal Aid right away if the attorney representing the other side tries to talk to me.

**Copy of Agreement.** Legal Aid of West Virginia will give me a copy of this Retainer Agreement when it is signed by Legal Aid of West Virginia, or at my request.

**THIS AGREEMENT IS EFFECTIVE ONLY WHEN SIGNED BY BOTH THE CLIENT AND LEGAL AID OF WEST VIRGINIA.**

Client Signature \_\_\_\_\_

Legal Aid of West Virginia \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved by LA WV Board of Directors September 18, 2015