



Retainer Agreement

LEGAL AID OF WEST VIRGINIA

Client name _____

Case Number _____

UNITED STATES CITIZENSHIP ATTESTATION

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

Applicant Signature _____ Date _____

Note: Federal funding provided to LAWV requires that clients be a citizen of the United States, or an eligible non-citizen. LAWV must review documentation and determine eligibility for services. Non-citizens must complete an ELIGIBILITY QUESTIONNAIRE - NON-CITIZEN STATUS form.

Representation Agreement

Terms: Client is the person seeking services from Legal Aid of West Virginia (LAWV); LAWV refers to the legal entity and law firm that provides legal services and advocacy.

Services: LAWV lacks resources to represent all who qualify. LAWV assesses cases based on determined priorities, the facts, and the law as it applies to these facts. LAWV will review eligible cases and consider appropriate services based on the case and LAWV capacity for case acceptance. After discussing your matter, LAWV will determine what services are appropriate as indicated below.

Limited Services: Client understands that LAWV will provide the following limited assistance (MARK AS APPLICABLE):

☐ Interview & Advice ☐ Investigation ☐ Negotiation
☐ Preparing Forms ☐ Document drafting
☐ Ghostwriting ☐ Other Limited Service: _____

Extended Services: LAWV agrees to provide legal representation or other legal assistance with respect to this problem: _____

Filing an initial Petition in the following court or tribunal: _____

Filing as counsel in the following pending action: _____

Filing an appeal in the following tribunal: _____

Regarding the following legal matter: _____

LAWV will represent client to a final order of the matter referenced above. Unless specifically noted above, LAWV has not agreed to represent in an appeal or in any attempt to modify or enforce a final order.

Cost and Payments: The legal services are free to client. LAWV may ask client to pay for unavoidable costs such as filing fees, witness fees, discovery costs, or other litigation costs. If client is unable to pay, LAWV may pay costs. If client receives a financial settlement, client shall reimburse LAWV actual costs. LAWV will not take action to collect costs if it causes client undue hardship.

Attorney fees: In some cases, LAWV may receive reimbursement for attorney fees or other costs to be paid by defendants, government programs, insurance groups or third parties.

These fees will not reduce settlement funds due to client. LAWV clients will never be asked to pay attorney fees to LAWV.

Payment Source and potential conflicts: Various government grants and private donations fund LAWV. These third-party funds may come with restrictions that impact a case or the services LAWV can provide. If the grant funder has a restriction as it relates to the case, LAWV will provide information about the conflict, may assign a different advocate to the matter, and/or may be unable to provide services. Information about the grant or third party providing for the advocacy in each case is available on request.

Settlement Decisions: LAWV will not settle a case without client agreement, but LAWV may resolve the matter within client's specific, authorized settlement terms.

Cooperation: Client will provide accurate information about the case, report any changes in circumstances such as address, phone number, income, or household size, and assist the advocate as requested.

Ending Services by Client or LAWV: Client can tell LAWV to stop providing services at any time. LAWV may end services after informing Client of the reasons for ending services.

Statement of Client Rights: LAWV will provide a "Statement of Client Rights" upon request.

Confidentiality: All client information is confidential. LAWV will not share information without client's permission, except as permitted or required by law or the Rules of Professional Conduct. LAWV may share information with attorneys in their Pro Bono Program.

Data Retention: LAWV will retain electronic communications (email) for two (2) years following the time of the communication. LAWV may destroy any client records (including paper copies) after ten (10) years. Client may request a copy of the LAWV file before destruction.

Sharing of non-identifying data: LAWV may share data that contains no identifying information for various reports. This may include services provided, general case outcomes, demographics, or other information reflective overall of LAWV's services.

Use of Technology: LAWV may use technology, including artificial intelligence, for various tasks. All client specific information will remain confidential.

Copy of Agreement: LAWV will provide a copy of this agreement once it is signed.

Understanding this agreement: By signing below, client acknowledges that LAWV has reviewed this agreement, client understands the agreement and signs this document freely and voluntarily.

Use of Information: To allow LAWV to determine outcome of services provided and assist in determining the impacts of services, Client authorizes LAWV to use personal information to gather data from public sources (such as DMV, SSA, etc.) for up to one year after services end. To opt out, initial here: _____

Co-representation (initial if applicable): I understand that LAWV can assist multiple clients when interests are similar. Clients acknowledge that LAWV will not withhold any information between clients. LAWV will move to withdraw from all parties if the parties' interests are no longer the same, as it relates to strategy, relief, settlement, or other issues. I understand that this may impact future services that LAWV can provide. Initial here: _____

THIS AGREEMENT IS EFFECTIVE WHEN SIGNED BY BOTH CLIENT AND LAWV.

Client _____

Date: _____

Legal Aid of West Virginia _____

Date: _____