



MVLS JUDICARE CASES – PRO BONO ATTORNEY INFORMATION

Thank you for accepting an MVLS pro bono client for representation. The information in this packet should assist you in your representation.

General Information:

- We strongly suggest that you have a written representation agreement between you and the client. A sample agreement is enclosed if you do not have one you regularly use.
- A significant number of MVLS clients have difficulty reading. As such, we suggest you try to determine the client's literacy level. If unsure, you may want to verbally review the representation agreement and other important documents with the client.
- It is important to set parameters for client contact early in your representation. Attached is a copy of the client tips brochure that is sent to every client placed through MVLS. Some of the key items in the brochure are:
 - Clients are expected to contact their volunteer attorney within 5 days of being informed of their placement
 - Attorneys are to contact clients within 72 hours of this initial contact
 - Clients are required to provide paperwork that the attorney requests
 - Clients are expected to keep their appointments and to be on time
 - Clients are to be respectful of the volunteer attorney's time
 - Clients are responsible for any non-waivable court fees or other out-of-pocket expenses.
- If another legal issue arises for your client during your representation, please contact us. We will contact the client to get information to discern if the issue is one that we can assist with. If so, it will be your decision whether to represent the client in the additional matter. If you decide not to assist with the new matter, let us know; we will refer the client's new matter to another panel attorney.
- If you have questions about this area of law or need assistance, call us to provide you with the contact information for an experienced mentor ready and willing to assist.
- At the end of this case, please take a few minutes to submit a case closure form. It's easy to do. Forms are available online at <http://mvslslaw.org/attorneyresources/>. It helps us keep track of our cases, allows us to better report to funders, and allows us to close out cases when appropriate. Without your case closure form, we don't know that the case is over or what the outcome were – both pieces of information that we care very much about!
- Attorney's representation will include all relevant matters involved with the Client's family law case. Attorney is not responsible for issues arising outside of the assigned case's scope of representation. If Attorney is uncertain as to whether an issue falls within the scope of the representation, Attorney has a responsibility to contact MVLS staff for clarification.
- Attorneys are strongly discouraged from accepting other matters from the Judicare Client that are not related to the assigned case until the Judicare case is officially closed with MVLS. If another legal issue arises for your client during your representation, please contact us. We will contact the client to get information to discern if the issue is one that we can assist with and determine if the client's new matter will be referred to another volunteer attorney.

Please find enclosed:

- Important Resources
- Judicare Billing
- Discounted Process Server Information
- Sample Invoice
- Sample Representation Agreement
- Client Tips Brochure

Thank you again for helping us make pro bono count.

Maryland Volunteer Lawyers Service • 201 North Charles Street • Suite 1400 • Baltimore, MD 21201
Tel: (410) 539-6800 • Fax: (443) 451-4081 • Email: info@mvslslaw.org

Important Resources

Resources available on our web page (<http://mvslaw.org/attorneyresources/>)

- Sample representation agreement (in Word)
- Sample representation agreement in Spanish (in Word)
- MVLS Case Guidelines
- MVLS Case Closure Form
- Litigation Fund Policy and Forms. All the information and forms you need to request reimbursement for expenses incurred while representing a MVLS case
- MVLS Income Guidelines – link to <http://mvslaw.org/do-i-qualify/>
- Fillable Court Filings. Use this link to access the court forms to request filing fee waivers for MVLS clients.
 - Statement in Support of Waiver of Prepaid Costs By Clerk – CC-DC-088
<http://mdcourts.gov/courtforms/joint/ccdc088.pdf>
 - Request for Final Waiver of Open Costs – CC-DC-090
<http://mdcourts.gov/courtforms/joint/ccdc090.pdf>
- Sample Judicare Invoice

Questions, Problems, Complaints & Suggestions

We want your experience as an MVLS volunteer to be rewarding. If you have questions or have trouble along the way, MVLS staff is available to assist you. For case information, client communication issues, etc., you should first contact the paralegal that assigned the case to you:

Paralegal	Direct Phone Number	Email Address
Monica Fulwood	(443) 451-4087	mfulwood@mvslaw.org
Makeisha Gibson	(443) 451-4072	mgibson@mvslaw.org
Tara Miles	(443) 451-4070	tmiles@mvslaw.org
LaKisha Overton	(443) 451-4089	loverton@mvslaw.org
Daria Pugh	(443) 451-4096	dpugh@mvslaw.org

If you are unable to reach one of the paralegals, please contact:

Name	Title	Direct Phone Number	Email Address
Michelle Swift	Pro Bono Program Manager	(443) 451-4068	mswift@mvslaw.org

If you encounter serious issues during your representation of an MVLS client or need to withdraw from the case:

Name	Title	Direct Phone Number	Email Address
Susan Francis	Deputy Director	(443) 451-4084	sfrancis@mvslaw.org
Bonnie Sullivan	Executive Director	(443) 451-4060	bsullivan@mvslaw.org

Judicare Billing

Questions should be directed to Tara Miles, 443-451-4070 or tmiles@mvlslaw.org or Susan Francis, 443-451-4084 or sfrancis@mvlslaw.org.

Billing may be submitted to MVLS twice during representation, or when the case is closed.

- You must list the client's case number on all communication including case closure forms and invoices
- You are required to submit Judicare invoices on your firm's letterhead. Invoices must include the client's name, a detailed statement of legal services rendered with itemized time entries and the total amount due (up to a maximum of \$1,600). We will not accept handwritten invoices, or invoices that do not contain the required itemization of services. We are unable to reimburse for non-attorney time on Judicare cases as our grant does not allow us to pay for paralegal or law student time. Invoices should be mailed to Tara Miles at MVLS, 201 N. Charles Street, Suite 1400, Baltimore, MD 21201.
- Supplemental Funds- MVLS receives a small amount of funds to pay for particularly time-consuming and difficult cases. If you exceed 25 hours on this case (20 hours through Judicare and 5 hours pro bono), you can request up to an additional 10 hours of Judicare funding for your representation (not to exceed \$800). Requests must be submitted in writing with a detailed invoice as required for Judicare cases. Your request should be directed to the paralegal that assigned your case.
- The MD Rules of Professional Responsibility govern your representation of clients in pro bono and Judicare reduced-fee cases. MVLS policy requires its volunteer lawyers to complete an assigned case, whether pro bono or Judicare, unless extraordinary circumstances warrant withdrawal. You may not charge an MVLS Judicare or pro bono client attorney's fees in this or any other MVLS assigned case. If you believe you must terminate your representation of an MVLS Judicare client, you must contact either the Deputy or Executive Directors of MVLS and explain the reasons.
- Final payment is contingent upon MVLS' receipt of the case closure form above.
- Please allow 30 days for payment.



MEMORANDUM

TO: MVLS Volunteer Attorneys

FROM: Susan Francis, Esq.
Deputy Director

RE: **Discounted Process Server for MVLS Cases**

Many of the cases handled through MVLS will involve the need for a private process server.

Monumental Process Servicers, Inc. offers a 40% discount off of their standard rate for pro bono cases. Currently the discounted rates are –

Baltimore City & County - \$24

Anne Arundel, Carroll, Harford, and Howard Counties - \$30

Washington, DC - \$30

Montgomery and Prince George's Counties - \$33

For pricing for other areas of Maryland or to schedule a service, call 410-523-4980 or send an email to info@monumentalps.com. For more information, visit www.monumentalps.com.

Sample Invoice

Law Firm of Pro Bono
222 South Street
Baltimore, MD 21201

Attention:**File #:****Inv #:****RE:**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jan-03-13	2 Emails from/to re: discovery and settlement consult (co-counsel)	0.40	32.00	
Jan-09-13	Email from Opposing counsel with settlement idea	0.20	16.00	
Jan-10-13	Meet with Co-counsel; review File; status meeting	1.00	80.00	
Jan-17-13	Meet with opposing counsel and discuss same with co-counsel	0.20	16.00	
Jan-22-13	Gather, review, and index documents from opposing party (discovery)	0.30	24.00	
Feb-08-13	Research whether a quit claim deed is a contract and how to challenge a quit claim deed	0.50	40.00	
Mar-04-13	Telephone Conference with client	0.30	24.00	
Mar-06-13	Conference call with client re: settlement terms; call to opposing counsel (left detailed msg)	0.85	68.00	
Mar-11-13	Call with opposing counsel re: settlement offer	0.20	16.00	

Mar-18-13	Speak with opposing counsel email from re: extended discovery	0.20	16.00
Mar-22-13	Meet with opposing counsel	0.30	24.00
Mar-25-13	Call with opposing counsel	0.10	8.00
	Attendance at court – Settlement Conference and uncontested divorce	2.50	200.00
Mar-26-13	Draft Judgment of Absolute Divorce	0.80	64.00
Apr-02-13	Revise proposed Judgment of Divorce --- NO CHARGE for time beyond 20 hours	0.40	0.00
Apr-22-13	Review edits by opposing counsel to Judgment of Absolute Divorce; edits and return	0.20	16.00
Apr-23-13	Deliver Judgment of Divorce; discuss with client	0.40	32.00
	Totals	8.85	<u>\$676.00</u>
	Total Fee & Disbursements		<u>\$676.00</u>
	Balance Now Due		<u>\$676.00</u>

**Maryland Volunteer Lawyers Service
Representation Agreement**

This Agreement for legal services is between _____, a volunteer attorney with the Maryland Volunteer Lawyers Service, Inc., hereinafter referred to as the Attorney, and _____, hereinafter referred to as the Client.

I, _____, the Client, hereby authorize the Attorney to represent me as my lawyer in the following matter: _____ and to obtain any information or documents necessary for such representation.

I understand that this agreement does not require the Attorney to represent me in an appeal from the decision of the trial court or administrative hearing or in any other matter not specified in this Agreement.

Client's Rights

I have the right to be kept informed about any important developments in my case and to be consulted before the Attorney makes any important decision on my behalf. I also have the right to receive enough information to make an informed decision; to be consulted; and to agree to any settlement before my Attorney settles the case.

Client's Responsibilities

I will inform the Attorney and Maryland Volunteer Lawyers Service about any change in my address, my telephone number or my financial status.

I will cooperate with the Attorney in the preparation and presentation of the case by always telling the truth and taking into consideration my Attorney's reasonable advice in making decisions about the case. I will keep all appointments with the Attorney in a timely fashion or notify the Attorney in advance if I am unable to keep an appointment. I will appear at my hearings and court appearances.

I will avoid communication with opposing parties or opposing counsel unless my Attorney tells me that I can communicate with them.

Attorney Obligations

The Attorney will keep me informed of the progress of my case and will consult with me before making any significant decision on my behalf.

The Attorney will keep all the information regarding my case confidential, except the Attorney may discuss the case with other attorneys and professionals whenever the Attorney determines it is necessary to obtain information to help handle the case. My Attorney will keep in strict confidence anything I tell my Attorney and any discussion my Attorney may have with other attorneys or professionals about the case.

To the extent, if at all, that the attorney-client privilege would prohibit my Attorney from talking to the Maryland Volunteer Lawyers Service about my case, I specifically waive the privilege to that extent and hereby authorize my Attorney to discuss my case with Maryland Volunteer Lawyers Service.

Attorney Fees

The Attorney will represent me in the above matter without charging attorney's fees so long as I remain eligible to receive free legal services under the Maryland Volunteer Lawyers Service's eligibility guidelines.

If my financial eligibility changes so that I no longer qualify to receive free legal services under Maryland Volunteer Lawyers Service's guidelines, the Attorney may enter into a new fee arrangement with me for the remainder of the representation, but not for the services rendered before the change in my eligibility.

If attorney's fees are awarded in any action brought by the Attorney on my behalf, the Attorney will have the exclusive right to any such fees, and I will have no claim on any such fees except for such amounts that exceed the Attorney's reasonable and customary fees. Should these fees come into my possession for any reason, I will promptly remit them in full to the Attorney.

Case Costs and Other Expenses

The Attorney is not responsible for paying any court costs, bonds, filing fees, fines, judgments, assessments, or any other costs or expenses imposed on or incurred by me in connection with this case.

Maryland Volunteer Lawyers Service may reimburse my Attorney for covered costs and expenses that total over \$10.00 incurred in connection with the matters referred to Attorney by Maryland Volunteer Lawyers Service or another pro bono program, to the extent that these costs are not waived by the appropriate agency or court. I understand that Maryland Volunteer Lawyers Service will not reimburse costs of appeal, matters not specifically referred to the Attorney on pro bono basis, and filing fees in bankruptcy cases. I understand that I will be responsible for payment of costs and expenses not waived by a court or not reimbursed by Maryland Volunteer Lawyers Service.

Termination of Representation

I have the absolute right to terminate this agreement for any reason at any time by writing to the Attorney. **I understand that if I do so, only in extraordinary circumstances will Maryland Volunteer Lawyers Service find me another attorney.**

The Attorney may also terminate this agreement (in writing) either with my consent or for good cause. Good cause includes my failure to comply with this Agreement, my refusal to cooperate with the Attorney or to follow the Attorney's advice on a material matter, my failure to truthfully disclose the amount of my income, or any other fact or circumstance that would result in Attorney's representation being unlawful, unethical, or impractical. The Attorney may also terminate this Agreement if further representation would be useless or unreasonable or if the nature of my case has changed significantly from the facts that I initially presented.

This agreement is the entire agreement between Client and Attorney, and can be changed only with both Attorney and Client agreeing in writing.

Signature of Client _____ Date _____

Signature of Attorney _____ Date _____

MVLS has sent your application and all supporting documentation to your attorney's office.

HERE'S WHAT TO DO FIRST:

Contact your attorney within **5 days** of receiving the enclosed letter. When calling your attorney's office, simply say: "My name is _____. My case was referred to you by Maryland Volunteer Lawyers Service and attorney _____ is going to handle my case." If your attorney is not available to speak with you, leave a message.

Please allow your attorney 3 days to return your call. If you haven't received a return call within 3 days, please call and leave a second message. If your attorney has not responded to your second message within 24 hours, please call your MVLS paralegal right away.



The mission of Maryland Volunteer Lawyers Service is to provide quality civil legal assistance to Marylanders with limited income at low or no cost.

Maryland Volunteer Lawyers Service
201 North Charles Street
Suite 1400
Baltimore, MD 21201

INTAKE
(410) 547-6537
1 (800) 510-0050
Monday through Thursday
9:00 am to 1:00 pm

ADMINISTRATION
Phone (410) 539-6800
Fax (443) 451-4081

www.mvlslaw.org

CLIENT TIPS



For clients of
Maryland Volunteer Lawyers Service

NEXT STEPS

Once your attorney has returned your call, he or she may ask you for additional paperwork. Promptly send the requested information to your attorney.

ATTORNEY TIPS

- Be respectful of your attorney's time. Call or email your attorney only when necessary.
- Be prepared. Bring a list of your questions or concerns to your meeting so that you can discuss them. Your attorney wants you to understand the legal process.
- Tell your attorney about your case. Even "bad" facts are important. Your attorney cannot help you unless they have all the facts.



IMPORTANT

Keep all appointments with your attorney and be on time. If you are unable to keep your appointment, call the attorney's office immediately to reschedule. **If you do not notify your attorney's office, your attorney may send your case back to MVLS and MVLS will close your case. If this happens, MVLS may deny you future legal services.**

REMEMBER:

- Be sure to tell your attorney and MVLS if you decide not to pursue your case. If you do not, MVLS may deny you future legal services.
- Always keep MVLS and your attorney updated with your current address and phone number. We must be able to reach you.
- Tell MVLS if your household income changes.

COURT TIPS

- Arrive to all court proceedings at least 30 minutes before the scheduled hearing time to accommodate security lines or other delays.
- You must pay all court filing fees and any out of pocket expenses that are not waivable by the court.

FINAL STEPS

- When your case is over, send a "thank you" note to your attorney. It's a nice way to show your appreciation.
- MVLS will send you a "client satisfaction survey" after your case is completed. Please answer the survey and return it to MVLS. We want to hear about your experience!



