

The Legal Document Assistant Contract

California Business & Professions Code § 6410 requires all LDAs to utilize the Legal Document Assistant Contract for Self-Help Services, “the contents of which shall be prescribed by regulations adopted by the Department of Consumer Affairs.” These regulations are set forth in 16 CCR § 3950, as follows (as of date of this publication):

LEGAL DOCUMENT ASSISTANT CONTRACT FOR SELF-HELP SERVICES

This is a contract between In Propria Persona Aid and you are the Client who wishes legal aid with our self-help services described in Part I below. We are the “Legal Document Assistants” (LDA) and Paralegals and you are the “Client.”

IMPORTANT NOTICES:

1. You should read and understand this entire contract before you sign it. You should understand the kinds of services that we can and cannot perform for you (see Part I below).
2. We are a legal aid foundation of paralegals and legal assistance. We are not attorneys. We cannot perform the legal services that an attorney performs. We cannot engage in the practice of law. (Basically represent you in a court of law).
3. The county clerk is not obligated to evaluate or approved our LDAs knowledge or experience, or the quality of their work.
4. We cannot keep your original documents if you request that we return them to you. We cannot keep your original documents if you and we do not sign this contract or if this contract terminates (ends) for any reason. We cannot keep your original documents after all of the contract services have been provided (see Part I below). It is a violation of California law if we keep your original documents under any of these circumstances.
5. It is a violation of California law if we make any false or misleading statement to you.
6. We cannot obtain special favors from, and we do not have any special influence with, any court or any state or federal agency.
7. As required by law, we have filed a bond or made a cash deposit and have registered as a legal document assistant in each county where they will perform services on the client’s behalf.

I. SELF-HELP SERVICES: Kinds of services that we can perform for you: we can perform the following self-help services for you in connection with a legal matter in which you are representing yourself: we can type or otherwise complete, as you

specifically direct, legal documents that you have selected. We can provide you general published factual legal information that has been written or approved by an attorney, to help you represent yourself. We can provide you published legal documents. We can file and serve legal forms and documents as you specifically direct. These are the only kinds of services that we can perform for you. We cannot provide you any service if you need additional services. If you need additional services, then you require the services of an attorney.

Kinds of services that we cannot perform for you: We cannot provide you any self-help service unless you are representing yourself in a legal matter and the self-help service relates to that legal matter. Professional Legal Assistants other than Lawyers cannot engage in the practice of law. This means that WE cannot give you any kind of advice, explanation, opinion or recommendation about possible legal rights, remedies, defenses, strategies or options that you may have. We cannot give you any advice, explanation, opinion or recommendation regarding selection of forms. We will provide you all the following services (list all services for which the client is being charged):

Signed in on line. Inpropriapersonaaid.com/contact

- A. _____
- B. _____
- C. _____
- D. _____

You are paying us for those matters and services you've uploaded online or made within this agreement and only for those services listed and no others. It is unlawful for us to make any guarantee or promise to you unless it is written in this contract and unless we have a factual basis for making the guarantee or promise.

II. FEES AND EXPENSES You agree to pay the firm the following fees, costs and expenses: (A). A flat fee in the total amount of \$ 75.00 an hour for all services, costs and expenses, to be paid as follows (itemize services, costs and expenses and state terms of payment will be promulgated on each personal contract for services. We will provide the Client with a statement itemizing all services rendered, expenses incurred, and the balance owed, plus compounded interest each time a payment is due. Late fees and collection cost due apply.

III. CANCELLATION

You may cancel this contract for any reason within 24 hours after we both have signed it. If you cancel the contract, we must immediately refund any fees which you have paid

us. The only fees that we may keep are fees for services which we have actually, necessarily and reasonably performed on your behalf during the 24-hour period. We cannot keep any fees for services performed during the 24-hour period unless you knew that we would perform those services and you agreed in this contract that we would perform them. To cancel this contract, send us a written notice stating that you are canceling the contract. Mail the notice by first-class mail with the correct postage, and send it to us at the Firm's address (see Part V below). Cancellation takes effect on the date of the postmark on the notice. You can also cancel this contract by delivering a written notice of cancellation to our address by appointment within the 24-hour period.

You may also cancel this contract at any time if we:

- Fail to give you a copy of this contract before providing any services to you, or
- Fail to specify in the contract the services which we will perform and the costs of those services, or
- Fail to give you a copy of the contract in English and in any other language that you understand and that was principally used in any oral sales presentation or negotiation leading to execution of the contract.

If you cancel this contract for any of these reasons, we must immediately refund in full the residue of any fees which you have paid us; after the deduction of administrative cost and legal fees. You may also cancel this contract at any time for a legal cause.

Payment Plans:

In Propria Persona Aid offers payment plans for some legal assistances. Terms for those services are discussed on an individual basis. In Propria Persona Aid reserves the right to discontinue services to individuals for non-payments on agreed upon billing arrangements. All (if any) taxes and all administrative fees are paid at the beginning of legal assistance.

IV. ATTORNEY'S FEES AND COSTS: In the event of suit for damages arising from this contract or to enforce any of its provisions, the client agrees to mediation and/or arbitration of the dispute with In Propria Persona Aid before court action. The court may award the prevailing party his or her reasonable attorney's fees and costs.

V. DESCRIPTION OF THE PARTIES: Legal Document Assistant Business name: In Propria Persona Aid Street address of business: 8939 S. Sepulveda Blvd., Ste. 110-731 City, State, ZIP: Los Angeles, CA 90045 Telephone number: 1 (310) 955-4814 Email address: legalhelp@inpropiapersonaaid.com Client (information given on site?)

Description of Legal Assistance: _____

Name of second client: _____

Street address: _____

City, State, ZIP: _____

Telephone number: _____

Has the Client uploaded the Title or brief description of the legal matter in which the client is representing himself or herself: Yes [] No []

VI. SIGNATURES

Executed at _____, California.

In Propria Persona Aid "Representative" _____

Signature of Client: _____

(Date) _____

Notices to Client You may obtain information from the local bar association or a legal aid or legal services office regarding free or low-cost representation by a lawyer. You may contact the local police, sheriff, district attorney or legal aid or legal services office if you believe that you are the victim of fraud, unauthorized practice of law or other injury.

(THIS CONTRACT IS NOT VALID OR BINDING UNTIL THE LEGAL DOCUMENT ASSISTANT HAS GIVEN ALL CLIENT PARTIES A FULLY EXECUTED COPY OF IT, INCLUDING AN ACCURATE TRANSLATION OF IT IN ANY LANGUAGE OTHER THAN ENGLISH THAT THE CLIENT UNDERSTANDS AND THAT WAS PRINCIPALLY USED IN ANY ORAL SALES PRESENTATION OR NEGOTIATION LEADING TO EXECUTION OF THE CONTRACT.)