

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):

Date:

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. (Represent you in a court of law).
3. The county clerk is not obligated to evaluate or approved our LDA’s 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 the entire 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. All information related to you is promulgated within the [Los Angeles Courts Self-help information](#).
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, or Court-Self-Help to help you represent yourself. We can provide you court 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 online. Inpropriapersonaaid.com/contact

- A.
- C.
- D.

You are paying us for those matters and services you have 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: The Client agrees to pay the firm the following fees, costs, and expenses: A flat fee of \$ 80.00 dollars an hour to sum of the aggregate hours charged to the Client for all necessary services, costs, and expenses pertaining to the Client's legal matter. All invoices and other correspondence concerning financial matters between In Propria Person Aid and the Client shall promulgated with (itemize services, costs and expenses and terms of payments) on each invoice for In Propria Persona Aid's legal services. If financed, In Propria Persona Aid will provide the Client with statements itemizing all services rendered, late fees (if any) incurred, compounded interest (if any) and the balance owed each time a payment is due. Late fees and collection cost due apply. In Propria Persona Aid reserves the right to cancel this agreement with reference to other legal services to the Client for prolonged non-payment of agreed upon fees for In Propria Persona Aid's legal services.

III. CANCELLATION

You may cancel this contract for any reason within 24 hours after both parties have signed letters of intent to do so. If you cancel this contract within this period, we must immediately refund any fees that you have paid In Propria Persona Aid. The only fees

that we may hold are those for services that we have, necessarily, and reasonably performed on the Client's behalf before and during that 24-hour period. We cannot keep any fees other than administrative for services performed during the 24-hour period, unless the Client knew these services charged would be performed and agreed in this contract that In Propria Persona Aid would perform them.

To cancel this contract, a written notice must be given to In Propria Persona Aid stating that you (the Client) are canceling the contract. The notice shall be mailed certified with the correct postage and sent to In Propria Persona Aid's address. (See Part V below). Cancellation of this contract takes effect up on the receipt and signature of said notice by any employee of the firm. All fees, billable hours, and administrative cost will be deducted from the Client's balance with the remainder returned to the Client after 30 days of the post mark on the certified letter.

All cancellations from the Client must be of a legitimate cause i.e., circumstances beyond the Client's control. In Propria Persona Aid reserves the right to end this contract upon the verification of deliberate false information provided by the Client to the detriment of In Propria Persona Aid's assistance to the Pro-per litigant's case.

Lack of Corporation:

At any time during the Client's and In Propria Persona Aid's assistants that the lack of cooperation and or information is submitted to above said firm by the Client that hinders, complicates, misleads, is untimely, maligns, abandons; presents false documents, or addresses, or names or fails to pay said agreements or any non-cooperative behavior detrimental their legal matter, In Propria Persona Aid will give notice of such incidences to the Client to be resolved; if not resolved within five business days, In Propria Persona Aid reserves the right to terminate service. In Propria Persona will not finance legal matters or endeavors by our clients nor are we a lending institution.

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

- 1) Fail to give you a copy of this contract before providing any services to you, or
- 2) Fail to specify in the contract the services which we will perform and the costs of those services, or
- 3) 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 any fees that you have paid us within the 24-hour period. After this amount of time, all fees, billable hours, and administrative cost will be deducted from the Clients initial payment. You may also cancel this contract at any time for a legal cause.

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 court may award the prevailing party his or her reasonable attorney's fees and costs.

V. CORRESPONDENCE: In order to meet deadlines, statutes of limitations, and filing time limits, all correspondence and legal documentation, emails, and mailings relating to the Client's case will be forwarded to In Propria Persona Aid. Copies of legal documentation received by In Propria Persona Aid will be emailed or mailed to the Client for the client's records. Original documentation will be held for three months after the termination or end of the client's legal or business matters with In Propria Persona Aid. Upon the Client's written request, documentation will be returned sooner. All original documentation must be given to In Propria Persona Aid paralegals or LDA's. In Propria Persona Aid is not responsible for any legal penalties or other sanctions revolved around missing or withheld documentation by the Client.

VI. DESCRIPTION OF THE PARTIES: Legal Document Assistant Business name: In Propria Persona Aid. Street address of business: 8939 S. Sepulveda Blvd., Ste. 102, City, State, ZIP: Los Angeles, CA 90045. Telephone number: 1 (310) 241- 3976. Email address: legalhelp@inpropiapersonaaid.com. Client Intake: (information given)

Description of Legal Assistance:

Name of client:

Street address:

City, State, ZIP:

Telephone number:

Email Address:

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

By signing this contract, you agreed and are held liable to its terms. You (the Client) also have either exercised or waived your right to have this contract perused by an attorney before signing this contract. 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.

VII. SIGNATURES

Executed at: **8939 S. Sepulveda Blvd., Ste. 102, Los Angeles, California 90045**

In Propria Persona Aid "Representative": **Agent of Propria Persona Aid**

Signature of Client: _____

Signature of Client: _____

Signature of Agent: A. Crane: _____

(Date) _____

(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.)