

# Skagit County Mass Assistance Day Limited Representation Agreement

## 1. Background & Instructions

On October 25, 2023, Skagit Legal Aid and Civil Survival are hosting a mass assistance day in Skagit County to reduce Skagit County Superior Court Legal Financial Obligations (LFOs) for eligible participants. The form below will allow you to participate in the event should you be eligible.

### **Who is eligible?**

You are eligible if you have a felony conviction in Skagit County. If you are not sure, we suggest that you fill out the form below and we can determine whether you have an eligible conviction. People in jail/prison are eligible to participate. You do not need to attend the event in-person.

### **What type of relief is available?**

If your annual income is less than \$18,225, we expect that the court will eliminate most or all your non-restitution LFOs and any associated interest. Your exact relief will depend on the specific LFOs you were originally ordered to pay.

The court is not able to reduce restitution or restitution interest on October 25<sup>th</sup>. Skagit Legal Aid may be able to help you reduce your restitution or restitution interest after October 25<sup>th</sup>. Skagit Legal Aid will contact you after October 25<sup>th</sup> if they are able to assist with any restitution you owe.

### **How do I get help?**

Fill out the form below! **Please make sure you sign the form and answer all questions at the end.** Once you do, mail it to the following address:

Skagit Legal Aid  
PO Box 2463  
Mount Vernon, WA 98273

If you are unable to mail the form or don't understand how to complete it, you can reach us at (206) 290-3986. We are not able to assist with other legal issues and, due to limited capacity, respectfully request that you only call if you need assistance completing or mailing this form.

**\*\*All forms must be received by October 20, 2023\*\***

### **What happens after I fill out the form and mail it to you?**

Once we receive your form, we will review your criminal record and determine whether you have any convictions that are eligible for relief. If you do, in each case, we will prepare and file a motion on your behalf, requesting all LFOs (other than restitution) be reduced as much as permitted under

the law. The Court will review the motion and issue an order with its ruling. We will obtain a copy of the order and mail it to you in November 2023. If you did not have any convictions eligible for relief, we will notify you of this via letter in November 2023.

## 2. Parties

**Skagit Legal Aid and Civil Survival:** Skagit Legal Aid and Civil Survival are tax-exempt, non-profit organizations under § 501(c)(3) of the Internal Revenue Code. Representation will be provided by an attorney employed by Skagit Legal Aid or Civil Survival. A law school student or graduate admitted to limited practice by the Washington Supreme Court in accordance with Admission to Practice Rule 9 may assist with the Client's case under the supervision of a Skagit Legal Aid or Civil Survival attorney.

**Client:** The client who will be receiving legal services is the individual whose name appears at the end of this agreement (hereinafter "the Client").

## 3. Limited Scope of Representation

**Scope of Representation:** Skagit Legal Aid and Civil Survival agree to assist the client in attempting to reduce or eliminate all Skagit County Superior Court non-restitution LFOs eligible to be reduced or waived under Washington law.

**No Commitment to Additional Representation:** Skagit Legal Aid and Civil Survival do not agree or promise to engage in any legal representation beyond that identified in the "the scope of representation," and do not promise to represent the client in any appeals related to what is listed above.

**Consent to Limited Scope of Representation:** The Client may be able to hire another attorney to provide full or further legal representation, may be able to represent themselves without an attorney, or may be able to address the matter in another way. Each of these options may present risks and/or benefits as compared to the limited legal services described above. By signing this agreement, the Client consents to the limited scope of representation detailed above.

**Attorney-Client Relationship:** An attorney-client relationship will exist between Skagit Legal Aid/Civil Survival and the Client. This attorney-client relationship extends to Skagit Legal Aid and Civil Survival attorneys and legal staff. The Washington State Courts' Rules of Professional Conduct regulate Skagit Legal Aid and Civil Survival's legal representation of the Client.

**Consent to Sign and File Pleadings on Behalf of Client:** Client consents to Skagit Legal Aid and Civil Survival staff signing and filing motions and proposed orders on the Client's behalf for the services listed above based on their analysis of what LFO relief the Client is eligible for. Client acknowledges that the income amount they provide at the end of this document will be included in

any motion(s) filed on their behalf, under penalty of perjury.

#### **4. Communication**

**Skagit Legal Aid and Civil Survival's Commitments:** Consistent with the Rules of Professional Conduct, Skagit Legal Aid and Civil Survival will keep the Client informed about the status of the legal representation and will answer the Client's questions about the legal representation.

**The Client's Commitments:** The Client will honestly communicate all information relevant to the legal representation to Skagit Legal Aid and Civil Survival. The Client will also notify Skagit Legal Aid and Civil Survival promptly of any changes to information relevant to the representation. The Client will notify Skagit Legal Aid and Civil Survival of any change in address promptly.

**Consent to Limited Disclosure of Information:** Because an attorney-client relationship will exist between the Client and Skagit Legal Aid/Civil Survival, communications between the Client and Skagit Legal Aid/Civil Survival attorneys and legal staff will be kept confidential, except as permitted by the Rules of Professional Conduct. The Client agrees that Skagit Legal Aid and Civil Survival may disclose limited information about the Client's identity and the nature of the representation of the Client to an agency auditing or monitoring Skagit Legal Aid or Civil Survival pursuant to federal, state or local law and applicable rules.

#### **5. Fees, Costs, Settlements, and Sanctions**

**Attorney Fees:** Skagit Legal Aid and Civil Survival will not charge the Client for the time attorneys or staff spend assisting the Client.

**Sanctions:** Skagit Legal Aid and Civil Survival will pay costs, attorney fees, or sanctions (collectively, "sanctions") that a court orders the Client to pay to an opposing party because of a legal position taken during the course of litigation, once appellate remedies regarding such sanctions have been exhausted. However, the Client will pay such sanctions if the Client misrepresented material facts.

**Fines, Penalties, and Damages:** Any fines, penalties, or damages assessed by a court or administrative body against the Client because of Client's own conduct will not be paid by Skagit Legal Aid and Civil Survival.

#### **6. Termination of Representation**

**Termination by Client:** The Client may end Skagit Legal Aid and Civil Survival's representation by notifying Skagit Legal Aid and Civil Survival. Skagit Legal Aid and Civil Survival will not assist with costs or fees incurred by the Client after representation has been ended.

**Termination by Skagit Legal Aid and Civil Survival:** After notifying or attempting to notify the Client, Skagit Legal Aid and Civil Survival may terminate its representation of the Client under any of the following circumstances:

- A. the facts of the case are materially different than what the Client represented to Skagit Legal Aid and Civil Survival;
- B. the case becomes frivolous or groundless;
- C. the Client has failed to communicate or cooperate with reasonable requests of Skagit Legal Aid and Civil Survival;
- D. Skagit Legal Aid and Civil Survival are no longer able to get in contact with the Client;
- E. Skagit Legal Aid and Civil Survival determines that it is no longer able to continue the representation of the Client due to changes to Skagit Legal Aid and Civil Survival funding;
- F. the Client otherwise fails to comply with their obligations under this agreement; or
- G. termination of representation is, otherwise, permitted by the Rules of Professional Conduct.

## 7. Client Information

Please provide the following information. Please note that the annual income you provide will be included in any motion(s) filed on your behalf and will be signed under penalty of perjury.

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Estimated Earned Release Date: \_\_\_\_\_

DOC Number: \_\_\_\_\_

Annual Income: \_\_\_\_\_

Note: This should be your annual income while you are incarcerated, which includes any money you make through prison/jail employment and any income you earn from other sources (investments, real estate, etc.)

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 8. Signature

Please fill out all information under "Client."

**CLIENT:**

**SKAGIT LEGAL AID:**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
ATTORNEY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CIVIL SURVIVAL:**

\_\_\_\_\_  
ATTORNEY NAME

\_\_\_\_\_  
SIGNATURE

Date: \_\_\_\_\_