

Serving members of the legal profession and the community since 1934

(925) 677-0234

Contact: ModerateMeans@cccba.org

Moderate Means Code of Conduct & Client Agreement

(Please initial each section and sign the completed form)

1.	free legal services through this placement. I will be responsible to pay attorney fees for all services of the attorney.
2.	CCCBA Moderate Means program will make a reasonable effort to place my case with an attorney. PLACEMENT IS NOT GUARANTEED.
3.	I will be representing myself until I am placed with an attorney. I am responsible for everything in my case until I sign an agreement with an attorney to represent me.
4.	The staff at the CCCBA Moderate Means program who assist me are not attorneys and cannot give legal advice.
5.	Attorneys on the Moderate Means panel are not employees of the CCCBA.
6.	I must treat CCCBA staff and referred attorneys with dignity, respect and courtesy.
7.	I must not engage in offensive language or behavior toward CCCBA staff or attorneys. If I do so, I will immediately be barred from the program.
8.	I must be truthful on the Moderate Means application. If I am not, I will be barred from the program.
9.	I agree and hereby give the CCCBA permission to release copies of the documentation and information they provide to the CCCBA to qualify for the program to the attorney to ensure that I indeed qualify for the Moderate Means program.
10.	I understand that I will be required to pay additional monies to the attorney which shall be determined by the attorney once the initial deposit becomes low or exhausted. I must agree to keep all payments up to date for the attorney to continue working on my case.
11.	If I qualify for the program, I will be referred to a Moderate Means attorney. If I decide that I do not want to retain the services of the attorney, I will be referred to another attorney. Please be aware that the program will only refer to a maximum of two attorneys.

12.	If I have an issue or problem with an attorney, I must contact the LRIS program as soon as possible. All complaints must be in writing.
13.	If my attorney and I have a disagreement about strategy, I have the right to seek new representation. Please be aware that only one more attorney will be referred through the program. If I am still dissatisfied, I will seek representation independently.
14.	If I wish to receive another attorney referral for any reason other than a conflict of interest, I must reapply to the program and pay the \$40 non-refundable processing fee for an additional referral.
15.	If I decide to terminate the services of the attorney, I must make sure I have a completed a "Substitution of Attorney" document filed with the court. Also, I must not be delinquent on the bill with the hired attorney. The program cannot refer me to a second attorney if I do not have this signed document on file and/or if I owe the previous attorney money.
16.	If my case falls outside the scope of my agreement with the attorney, I agree to cooperate with the attorney if a request is made for me to sign a "Substitution of Attorney" document. This does not bar myself and the attorney from reaching a different agreement regarding fees and entering into a new fee contract, should I and the attorney agree to do so. If the attorney and I do not reach an agreement, the attorney may file a motion in court requesting to be removed as my attorney.
17.	As per the Rules of Professional Conduct, at the end of the initial 10 hours of work covered by my retainer, the attorney will provide me with a summary of work performed and an evaluation of future work. Additional fees may be required.
	and and agree to this Moderate Means Code of Conduct & Client Agreement. t adhere to these terms, I will be immediately barred from this program.
Signed _	Date