

NYC Bankruptcy Assistance Project at LSNY

A Project of Legal Services for New York City



SCOPE OF REPRESENTATION AGREEMENT FOR CONTESTED BANKRUPTCY MATTER OR ADVERSARY PROCEEDING

This agreement is between _____ (you, and if applicable, your spouse—in this agreement, you and your spouse together are referred to as “you,” your,” or “yourself”), and the New York City Bankruptcy Assistance Project at LSNY, their agents, staff, pro bono attorneys and other volunteers working within its programs (collectively, “NYC BAP” or “we” or “us”). NYC BAP is part of Legal Services for New York City (“LSNY”). The definition of “NYC BAP” also includes LSNY.

You and NYC BAP agree that this agreement describes all of the responsibilities that NYC BAP has undertaken to do for you. It also lists several things that you must do to assist NYC BAP. Failure by you to carry out any of your responsibilities could result in NYC BAP being unable to assist you adequately, or could require NYC BAP to cease further assistance to you.

NYC BAP will represent you **on a limited basis** in the following matter: _____, in your bankruptcy, Case No. _____, and [if applicable,] Adversary Action Case No. _____. Specifically, we will undertake the following actions [**strike out those which do not apply**]: representation in negotiations, mediation, hearing, appeal, other (specify) _____ of the above matter. Note that if we have only agreed to represent you in negotiating a resolution of the above matter, we will not become counsel of record with the Court, and you will still be required to represent yourself in all other matters related to your case. Our agreement to represent you is further limited to matters involving the following opposing party or trustee: _____ . Our agreement to represent you shall terminate immediately, upon the following “terminating event(s)” [**strike out those which do not apply**]: execution of settlement agreement, mediator’s recommendation, judgment/order, other (specify) _____ .

Unless this agreement contemplates only assistance in negotiation, there are two substitution of attorney forms attached to this agreement. The first replaces you with NYC BAP [optional: and the pro bono attorney’s law firm, _____], as counsel of record in the case(s) referenced above. The second substitution of attorney restores you as your own attorney, in pro se. You must sign both substitutions at the time you sign this agreement. We will file the first substitution as soon as possible. We will file the second one when the terminating event described above has occurred. **We will not** use the second substitution (“substitution out”) to terminate assistance prior to that terminating event, unless you give us permission to do so in writing. If we must end assistance prior to the terminating event and you do not give us permission to substitute out, we will ask the Court’s permission to be relieved as your counsel.

NYC BAP expressly **Has NOT** agreed to assist you with matters relating to your bankruptcy that are not outlined above. Notwithstanding the foregoing, NYC BAP may agree to provide assistance related to other matters upon request, and at NYC BAP’s sole discretion. If it does, NYC BAP will confirm any such agreement to provide further assistance in writing.

You agree that you will provide complete and correct information to NYC BAP, and you will notify NYC BAP of any changes to information you have given us. In particular, you agree to inform us of changes in your mailing address, telephone numbers, or email addresses. You will also inform us if you discover any new information that would change any such information you gave us.

You agree to cooperate with NYC BAP in the representation described above, and that you will not hold NYC BAP responsible for any negative outcome that results from your failure to cooperate with us, or to follow our advice.

You may terminate this agreement at any time, for any reason. If you elect to do so, you hereby consent to NYC BAP’s substituting out as your counsel of record. NYC BAP may end this agreement for good cause, and shall notify you of such action in writing. Good cause can include, but is not limited to, failure to comply with requests from NYC BAP that you provide information or documents.

You understand that if you have any complaint about the services you have received from NYC BAP, you may make a complaint to the Executive Director of LSNY, or his designee. If that person is unable to resolve your complaint to your satisfaction, you may present your complaint to the Board of Directors of LSNY.

Clients:

X _____

Dated: _____

X _____

Dated: _____

For NYC Bankruptcy Assistance Project:

X _____

Dated: _____

For Pro Bono Counsel’s Law Firm:

X _____

Dated: _____