

Monroe County Bar Association Pro-Bono Intake Form

Notice: Complete all fields. If not applicable, please use **N/A**. The information obtained on this form will be used to help determine if we can assist you with your legal needs. The information you provide is confidential, but it must be completed and truthful. If you are accepted as a client, and if it is later determined that the information you have provided on this form is incomplete or untrue, the Monroe County Bar Association Pro-Bono Program or your assigned pro-bono attorney (hereafter referred to as attorney) may terminate the attorney/client relationship.

To qualify, you must be:

1. A Monroe County Resident – Verification required
2. Case must be filed before the Monroe County Court of Common Pleas or Monroe County Magisterial District Courts, Monroe County, PA.

The Monroe County Bar Association Pro-Bono Program accepts only legal matters listed. Please check one of the following:

<input type="checkbox"/> Residential tenants	<input type="checkbox"/> Debtor collections only
<input type="checkbox"/> Expungement of PA criminal records	<input type="checkbox"/> Qualified pardon of PA criminal conviction
<input type="checkbox"/> Establishment / modification of custody - List name and age of children who are subject to this custody case:	

Name of opposing party and attorney, if known:

APPLICANT DETAILS:

Application Date: _____ How long have you lived in PA? (in years): _____

Name: _____

Phone Number: _____

Email: _____

Street Address, City, State, Zip: _____

Marital Status: _____

Spouse/Domestic Partner (required if applicable): _____

Referred by: [] North Penn Legal Services [] Courts [] Women's Resources [] Other: _____

Household Members:

Number of Adults residing in your home (18 and older) _____

Number of Children residing in your home full-time _____

INCOME:

NOTE: **Verification of all household income is required.**

You must include copies of most recent 3 pay stubs, retirement including pensions and Social Security award letters, unemployment, disability including Social Security Insurance, alimony, spousal support and child support documents, as well as federal income tax return and W-2/1099 statement for most recent tax year (if required to file) with this application. Verification of financial assistance for food stamps, energy assistance, etc., is also required. (For current income limits see Exhibit A—US Federal Poverty Guidelines)

Earned Income - Self

Income Source (Name of Employer): _____

How often are you paid? [☐] Weekly [☐] Bi-Weekly [☐] Monthly [☐] Yearly Gross salary (before taxes): _____

Earned Income – Household Members, 18 years of age and older only

Earned by: _____ Employer: _____

How often are you paid? [☐] Weekly [☐] Bi-Weekly [☐] Monthly [☐] Yearly Gross salary (before taxes): _____

➤ Please use additional sheets as needed.

**Other Household Income (Retirement Income, Pensions, Disability, Unemployment,
Workers' Compensation, Spousal Support, Child Support)**

<u>Income Source</u>	<u>Received By</u>	<u>Amount</u>	<u>Paid</u>
(Example) Social Security Pension	John Smith, spouse	\$785.00 \$275.00	Monthly Monthly

Financial Assistance Programs

Fuel Assistance [☐] Yes \$ _____ [☐] No | Medicaid [☐] Yes \$ _____ [☐] No | Energy Assistance [☐] Yes \$ _____ [☐] No

Other Income

List all other household income: _____

Major Assets

Do you have a bank account (checking/savings)? [☐] Yes Balance \$ _____ [☐] No

Do you have investments (stocks, bonds)? [☐] Yes Balance \$ _____ [☐] No

Do you have retirement accounts? [☐] Yes Balance \$ _____ [☐] No

Do you own your home or rent (circle appropriate) Monthly Payment \$ _____ If own, value \$ _____

Do you own any motor vehicles? [☐] Yes [☐] No Monthly Payment \$ _____

OPPOSING PARTY INFORMATION:

Name: _____ Prior/Other Names: _____

Relationship to you: _____

Address: _____ City/State/Zip: _____

Name, Address and Phone Number of Opposing Counsel: _____

CASE INFORMATION:

Current Legal Proceedings in Monroe County, PA

If unknown, please answer unknown.

Type of Case: _____

Case No: _____

MDJ Court or Court of Common Pleas (Circle one)

Has a case/petition been filed already? [☐] Yes [☐] No

Do you have or have you spoken with an attorney? [☐] Yes [☐] No If Yes, provide name: _____

Domestic Violence (only complete if custody case)

Are you the victim of domestic violence?	[] Yes	[] No
Is there a current Protective Order, temporary or otherwise?	[] Yes	[] No
Have you ever been arrested for domestic violence?	[] Yes	[] No
Do you have any felony arrests and/or convictions?	[] Yes	[] No

Briefly describe your legal issue:

What do you want us to do for you? Please check one.

Legal Advice ____ Represent you at MDJ Court ____ Represent you at Monroe County Court of Common Pleas ____

Memorandum of Understanding

I, _____, am requesting a referral to an attorney through the Monroe County Bar Association Pro-Bono Program for representation in the following matter: _____.

I understand that, should an attorney review my case, their acceptance of my case is purely voluntary on their part. I further understand that MCBA is only a referral service and cannot force an attorney to accept my case. It has been made clear to me that I must verify my financial need for assistance before I will even be considered for a referral. I also understand that there are a limited number of volunteers and that I may be put on a waiting list. I also know that I must be truthful and respectful. I must cooperate with the attorney handling my case. Any disrespect or abuse of the attorney/client relationship by me will be cause for my attorney to withdraw from my case at their discretion.

I also may withdraw my request for assistance at any time. It is understood that I have the responsibility to inform MCBA of any change in my income, my household members, or my other resources. I understand that should I become ineligible for services for any reason MCBA may withdraw the referral or the attorney may withdraw from my case.

I hereby authorize MCBA to release records and information pertaining to my case to the attorney(s).

Client Signature: _____ Date: _____

Declaration of Citizenship

I hereby declare that I am a US citizen or permanent resident of the United States.

Client Signature: _____ Date: _____

MCBA Guidelines

APPLICATION

You need to fill out forms to determine your qualification for services. This paperwork must be filled out accurately and completely.

Factors used in determining your qualification include income, the type of legal issue, the merits of your case, and whether we have available volunteers.

If you qualify, we will notify you that your case has been approved to begin the search for an attorney to handle your case at no charge. We cannot guarantee that a volunteer with the necessary expertise and time will be found. If we are not able to place your case timely for your needs, you may want to proceed by other means. If you hire an attorney, please advise us as soon as possible so that we may close your file.

RELEASE OF INFORMATION

To place your case with an attorney, we need to be able to release limited information initially to avoid conflicts. Once a case has been accepted by a volunteer, the remaining information you have provided will be forwarded to that attorney. By applying for our services and seeking a pro-bono attorney, you are agreeing that we may release such information to a pro-bono attorney and potential pro-bono attorneys, as necessary.

SERVICES TO OPPOSING PARTY

It is possible that the other individual(s) in your case may seek assistance from us. Please be aware that we may take an application from an opposing party in your case. Be assured that all information collected from you will be kept separate and confidential. If we place volunteers with both sides of a case, the attorney for the opposing party will not have access to any of your information through our services.

ATTORNEY FEES

If a volunteer accepts your case, the attorney will represent you without charge unless awarded attorney's fees by the court to be paid by the opposing party. If a court awards attorney fees to be paid by the opposing party to your attorney, your attorney can accept such fees as ordered.

COPIES OF DOCUMENTS

Any documents you provide to our office will not be returned to you. Accordingly, please do not leave any original documents with us. We may be able to provide copies for you, but we have a very limited budget, so it is not a guarantee. Please note, copies provided to us will remain part of your file in this office, regardless of our ability to provide you with services.

CLIENT RESPONSIBILITIES

Filing Fees and Costs: The court will normally, but not always, waive the filing fees for individuals who qualify for our services. In the event the fees in your case cannot be waived, you will need to be prepared to pay the appropriate filing fee if necessary.

While attorneys with our program agree to handle cases without charging the clients fees for their work, they are not necessarily agreeing to spend their own money to cover additional costs and expenses in your case. Such costs may include postage, copying charges, service by the Sheriff or certified mail, depositions, Guardian ad Litem fees, or mediation fees. Accordingly, if you are assigned a volunteer, it is very important that you talk with your attorney in your first meeting to reach an agreement about potential costs that may arise in your case.

COOPERATION WITH YOUR VOLUNTEER ATTORNEY

If you are placed with an attorney, you must cooperate with the prosecution and/or defense of your case. You must keep all scheduled appointments and be prompt, courteous and prepared. Do not bring your children to meetings with your attorney.

Do not report anything about your case to "social media" sites you may belong to or send any information about your case through texting or e-mail, etc. (except to your attorney from a private email address). Opposing parties, their attorneys, and representatives routinely monitor such sites and seek e-mail and text addresses of claimants to obtain information and can subpoena such information directly from the service providers. Not only could you damage your case, but any "friend" on your site could be forced to become a witness and discuss all conversations they ever had with you. Please take this warning seriously.

When your case is completed, your attorney will withdraw from further representation and is not required to appeal a court decision on a pro-bono basis.

An attorney assigned to you is strictly a volunteer and is not obligated by any rule of law to represent you without charge to you. The attorney has agreed to provide you with a consultation but there is no guarantee that he or she will negotiate or litigate your matter to conclusion; that decision is left to the attorney's professional judgement.

PLEASE NOTE: WE WILL CLOSE YOUR CASE IMMEDIATELY, if:

1. You misrepresent information in your application.
2. You fail to show for scheduled appointments; or
3. You do not cooperate with your attorney.

Failure to cooperate is grounds for your attorney to withdraw from your case and you will no longer be eligible for further assistance.

REPORTING NEW INFORMATION

Notify our office immediately if you change addresses or contact information prior to placement with an attorney. If we cannot locate you, we will have to close your case.

Once approved and until you are placed with an attorney, you must keep our office notified of any significant developments in your case (i.e. if you are served with court paperwork or a court date is set in your case). All information must be emailed, faxed, or mailed only. Email copies to info2@monroebar.org, Fax to 570.424.8234, Mail to 913 Main Street, Stroudsburg PA 18360.

Until you are placed with an attorney, you must inform us of any household income changes to keep your application updated. We reserve the right to inquire further into your financial situation.

I hereby acknowledge that I have read and understand the above policies and have received a copy of the same.

AND

By submitting my application, I certify and affirm that I have read the above or had it read to me; I fully understand the information contained herein, and it is true and correct to the best of my knowledge. I request that this information be considered in determining my eligibility to receive free legal services from the Monroe County Bar Association Pro-Bono Program. I hereby authorize the Monroe County Bar Association Pro-Bono Program to release records and information pertaining to my case to the pro-bono attorney(s).

Client Signature: _____

Date: _____

Exhibit "A"

**2022 US Federal Poverty Guidelines*
(at 125% of poverty level)**

2022 POVERTY GUIDELINES*

**FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA
PERSONS IN FAMILY/HOUSEHOLD POVERTY GUIDELINE**

For families/households with more than 8 persons, add \$5,675 for each additional person.	
1	\$16,988
2	\$22,888
3	\$28,788
4	\$34,688
5	\$40,588
6	\$46,488
7	\$52,388
8	\$58,288

***Subject to change as updated by the Federal Government.**

REPRESENTATION AGREEMENT

This agreement for civil legal services is between _____
(the "Legal Representative") and _____ (the "Client").

The Client here by authorizes the Legal Representative, as a Monroe County Bar Association Pro-Bono Limited Services Program (the "Pro-Bono Program") volunteer, to represent the Client in the civil legal matter described as follows:

(the "Legal Services"). The representation will be limited to this matter only and does not include any other legal issues or any appeal of this matter.

The Legal Representative's services will be provided free of charge, except if the Client's financial situation improves substantially or it is discovered that the assets exist with which the Client could pay attorney's fees. In that case, Legal Representative may request permission for the Pro-Bono Program to charge reasonable attorney's fees for continued representation. If this occurs, the Client is not required to work with Legal Representative but may opt to hire another attorney.

The Client is responsible for paying all costs related to the matter (such as, court filing fees, serving court papers to the opposing party, copying charges and long-distance telephone charges).

The Legal Representative's obligations under this agreement will end, subject to necessary court approval, under the following circumstances:

1. The matter has received a final adjudication in the current legal forum;
2. The Legal Service as described above has been completed;
3. Further representation would be useless, unreasonable or would not help to achieve Client's goals;
4. The Client no longer meets the MCBA's financial eligibility guidelines;
5. The Client has failed to cooperate in this representation; or
6. When otherwise required or allowed by the Rules of Professional Conduct.

I have received a copy of this Agreement and I understand and agree to its terms.

Client:

Date:

Legal Representative:

Date: