## UNITED STATES DISTRICT COURT WESTERN DISTRICT OF NEW YORK

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Kenneth B. Keating Federal Building 100 State Street, Room 2120 Rochester, New York 14614 Phone: 585-613-4000 Fax: 585-613-4035

NOTICE OF APPOINTMENT AND ACKNOWLEDGEMENT (LIMITED SCOPE)

- 1. CASE NAME/NUMBER:
- 2. PRO SE LITIGANT (FULL NAME):
- 3. PRO BONO ATTORNEY (FULL NAME):
- 4. *PRO BONO* PROGRAM THE ATTORNEY IS AFFILIATED WITH (VLP OR JUSTCAUSE):
- 5. SCOPE OF PRO BONO ASSIGNMENT:

- I, the undersigned, understand and agree that:
  - 1. The *pro bono* attorney assigned to represent me will provide *pro bono* representation in affiliation with (hereinafter described as the "Pro Bono Program"):
  - 2. The *Pro Bono* Program's role is to provide support to the attorney in various ways including, but not limited to, opening an attorney/client case file for the attorney.
  - 3. The *Pro Bono* Program does not represent me and will not provide me with any direct services.

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- 4. The *Pro Bono* Program will treat any information obtained about me as confidential in accordance with Rule 1.6 of the New York State Rules of Professional Conduct.
- 5. The representation I receive from the *pro bono* attorney requires my cooperation with the *Pro Bono* Program and with the volunteer attorney.
- 6. The *pro bono* attorney must periodically update the *Pro Bono* Program regarding the procedural status of this case, in order to receive the benefits and protections afforded to other volunteers of the *Pro Bono* Program.
- 7. The *Pro Bono* Program's involvement shall terminate upon conclusion of the *pro bono* attorney's assignment (whether by completing the assignment or being removed by the Court). Alternatively, the *Pro Bono* Program may also ask the Court to terminate its involvement at any time, for good cause.
- 8. The *pro bono* attorney and/or the *Pro Bono* Program may ask the Court to withdraw from the *pro bono* assignment, if my income or resources exceed the eligibility guidelines. Such an application will be made pursuant to the New York Rules of Professional Conduct and applicable law.
- 9. The *pro bono* attorney shall, in consultation with me, determine what professional steps are appropriate to represent me.
- 10. The *pro bono* attorney has the right to seek and retain attorney fees and statutory costs from the opposing party, providing that my legal interests are not prejudiced by the same.
- 11. Should I decide to file an appeal after the conclusion of the representation, neither the *pro bono* attorney nor the *Pro Bono* Program must represent me.
- 12. Neither the *pro bono* attorney nor the *Pro Bono* Program is obliged to represent me in any related or unrelated proceedings or matters, outside of the scope this assignment (*see* "Scope of *Pro Bono* Assignment" detailed above).
- 13. INFORMED CONSENT FOR LIMITED SCOPE LEGAL REPRESENTATION: I, the undersigned, understand that the *pro bono* attorney who will represent me is volunteering their services to the United States District Court for the Western District of New York. I understand that the representation will not continue beyond the limited scope described above. I also understand that the *pro bono* attorney has agreed only to provide me with the services specifically described above. I understand the *pro bono* attorney may request information and documents from me in connection with this representation, and I hereby agree to answer fully and honestly. The *pro bono* attorney may rely on the information I supply to provide me legal advice and/or representation.

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If I do not cooperate with the *pro bono* attorney, they may ask the Court to remove them from the case. I also understand that the *Pro Bono* Program listed above supports the *pro bono* attorney but will NOT provide any direct representation for me. I hereby consent to this limited-scope representation.

By signing below, I agree to all of the terms and conditions listed above (1-13).

x	X
Pro Se Litigant/Client Signature	Date