



## LEGAL DOCUMENT ASSISTANT CONTRACT FOR SELF-HELP SERVICES

County where Registrant is registered: San Francisco, California  
San Francisco City Hall  
Address: 1 Dr Carlton B Goodlett Pl, Rm. 168, San Francisco, CA 94102  
Telephone Number: (415) 554-4950  
Website: [sfgov.org/countyclerk/contact-us](http://sfgov.org/countyclerk/contact-us)

This is a contract between me, **Elizabeth Olvera**, and you, \_\_\_\_\_, for the self-help services described in Part I below. I am the "Legal Document Assistant" and you are the "Client."

### IMPORTANT NOTICES

1. You should read and understand this entire contract before you sign it. You should understand the kinds of services that I can and cannot perform for you (see Part I below).
2. I am not an attorney. I cannot perform the legal services that an attorney performs. I cannot engage in the practice of law.
3. The county clerk has not evaluated or approved my knowledge or experience, or the quality of my work.
4. I cannot keep your original documents if you request that I return them to you. I cannot keep your original documents if you and I do not sign this contract or if this contract terminates (ends) for any reason. I cannot keep your original documents after all of the contract services have been provided (see Part I below). It is a violation of California law if I keep your original documents under any of these circumstances.
5. It is a violation of California law if I make any false or misleading statement to you.
6. I cannot obtain special favors from, and I do not have any special influence with, any court or any state or federal agency.
7. As required by law, I have filed a bond and have registered as a legal document assistant in San Francisco county where I will perform services on your behalf.

### I. SELF-HELP SERVICES

1. Kinds of services that I can perform for you: I can perform the following self-help services for you in connection with a legal matter in which you are representing yourself: I can type or otherwise complete, as you specifically direct, legal documents that you have selected. I can provide you general published factual information that was written or approved by an attorney, to help you represent yourself. I can provide you published legal documents. I can file and serve legal forms and documents as you specifically direct.

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2. These are the only kinds of services that I can perform for you. I cannot provide you any other types of service. If you need additional services, then you require the services of an attorney.

3. Kinds of services that I cannot perform for you: I cannot provide you any self-help service unless you are representing yourself in a legal matter and the self-help service relates to that legal matter.

4. I cannot engage in the practice of law. This means that I cannot give you any kind of advice, explanation, opinion or recommendation about possible legal rights, remedies, defenses, strategies or options that you may have. I cannot give you any advice, explanation, opinion or recommendation regarding selection of forms.

I will provide you all the following services:

Prepare forms to File for Divorce, and includes the Petition, Summons and other required court forms

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Ensure all documents are filed with the Court so you don't have to go

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Serve your spouse (via mail or pick up in my office) and file Proof of Service to the Court

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Prepare forms regarding Financial Disclosures (for cooperating spouses) and serve copies

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Prepare additional final form paperwork (after disclosures have been prepared) to request the final Judgment.

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Submit proposed judgment packet with the court, includes additional court run)

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Monitor court case docket until you obtain the Final Judgment from the court

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You are paying me only for those services listed above and no others. Any additional work not listed here will require an Addendum to this contract or new contract to be signed. It is unlawful for me to make any guarantee or promise to you unless it is written in this contract and unless I have a factual basis for making the guarantee or promise.

## **II. FEES AND EXPENSES**

You agree to pay me the following fees, costs and expenses:

A flat fee in the total amount of **\$ 2,000.00** for all professional services, are to be paid as follows:

An initial **\$ 1,000.00** to be paid as a deposit before work commences. The remaining amount of **\$ 1,000.00** to be paid off, after the process service has been completed, and disclosures have been served, and right before we present the proposed judgment to the court for signature.

This contract is not valid until Client makes a payment. Costs and expenses are separate charges, and may include:

1. **Court filing fee:** If you don't apply or qualify for a fee waiver, the Superior Court's filing fee to file the Petition is **\$ 435.00** depending on where you live and is not included in the flat rate. To pay this fee, you can pay me directly and I'll pay it to the court on your behalf, or you can send me a check made payable to the **Superior Court Clerk**. This fee is due to the court as soon as we present the petition to the court for filing. Once the case is filed with the court, the

Court's filing fee is non-refundable. If you are not approved the fee waiver, you will have to pay the court's filing fee. If you are not approved the fee waiver, you will have to pay the court's filing fee.

2. **Third Party fees:** If your spouse does not pick up the service papers in my office or respond via mail, a process server may need to be hired. This contract and flat rate does not include fees to third-party services, like process servers, private investigators, proof of publication fees, certified copies, court filing fees, etc.

3. **Reimbursable expenses:** If any court fees are advanced by the Legal Document Assistant, with the permission of the client, the client will reimburse the Legal Document Assistant for the full amount upon receipt of proof of payment by the LDA.

### **III. CANCELLATION**

You may cancel this contract for any reason within 24 hours after we both have signed it. If you cancel the contract within 24 hours, I must immediately refund any fees which you have paid me. The only fees that I may keep are fees for services which I have actually, necessarily and reasonably performed on your behalf during the 24-hour period. I cannot keep any fees for services performed during the 24-hour period unless you knew that I would perform those services and you agreed in this contract that I would perform them.

To cancel this contract, send me a written notice stating that you are canceling the contract. Mail the notice by first-class mail with the correct postage, and send it to me at my address (see Part V below). Cancellation takes effect on the date of the postmark on the notice. You can also cancel this contract by delivering a written notice of cancellation to my address within the 24-hour period.

If the contract is canceled at the request of the client, after the 24 hours period, I will refund any unused and unearned fees (at a rate of \$150 per hour) pursuant to this contract, upon receiving a written request.

In the event that the client decides not to go through with the divorce process, or the parties are not cooperating with the process, or if the case becomes contested (there is a response filed and the parties are not cooperating, etc.), I reserve the right to cancel the contract and refund any unused and unearned fees (at a rate of \$150 per hour).

You may also cancel this contract at any time if I:

- Fail to give you a copy of this contract before providing any services to you, or (2) Fail to specify in the contract the services which I will perform and the costs of those services, or (3) Fail to give you a copy of the contract in English and in any other language that you understand and that was principally used in any oral sales presentation or negotiation leading to execution of the contract.

If you cancel this contract for any of these reasons, I must immediately refund in full any fees which you have paid me. You may also cancel this contract at any time if you have legal cause.

### **IV. ATTORNEY'S FEES AND COSTS**

In the event of suit or damages arising from this contract or to enforce any of its provisions, the court may award the prevailing party his or her reasonable attorney's fees and costs.

### **V. DESCRIPTION OF THE PARTIES**

Full name: Elizabeth Olvera, ***Olvera & Associates***  
Address: 298 Munich Street San Francisco CA 94112  
Telephone number: (415) 985-7080; Email:eo@elizabetholvera.com  
Registration No.68 in San Francisco County, Expiration Date: 04/03/2024. I have filed a bond in San Francisco County.

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## Client

Name of client:	
Name of client:	
Street address:	
City, State, ZIP:	
Telephone number:	

Title or brief description of the legal matter in which the client is representing himself or herself: Dissolution.

### V. SIGNATURES

Executed at San Francisco, California.

\_\_\_\_\_ Date : \_\_\_\_\_  
Elizabeth Olvera, Legal Document Assistant

**Notices to Client: You may obtain information from the local bar association or a legal aid or legal services office regarding free or low-cost representation by a lawyer. You may contact the local police, sheriff, district attorney or legal aid or legal services office if you believe that you are the victim of fraud, unauthorized practice of law or other injury.**

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

THIS CONTRACT IS NOT VALID OR BINDING UNTIL THE LEGAL DOCUMENT ASSISTANT HAS GIVEN ALL CLIENT PARTIES A FULLY EXECUTED COPY OF IT, INCLUDING AN ACCURATE TRANSLATION OF IT IN ANY LANGUAGE OTHER THAN ENGLISH THAT THE CLIENT UNDERSTANDS AND THAT WAS PRINCIPALLY USED IN ANY ORAL SALES PRESENTATION OR NEGOTIATION LEADING TO EXECUTION OF THE CONTRACT.

NOTE: Authority cited: Section 6410, Business and Professions Code. Reference: Sections 6401.6, 6402, 6405, 6408, 6409, 6410, 6411, Business and Professions Code.

### **NOTICE TO CONSUMER DO NOT SIGN ANYTHING BEFORE YOU READ THIS PAGE**

In the first conversation when you contacted Elizabeth Olvera, Legal Document Assistant, did they explain that:

- Elizabeth Olvera is not an attorney;
- Olvera & Associates is not a law firm;
- She cannot represent you in court;
- She cannot advise you about your legal rights or the law;
- She cannot select legal forms for you;
- Elizabeth is registered in San Francisco and the registration number is LDA#68.
- Elizabeth's registration is valid until 04/02/2024, after which it must be renewed.

To confirm that Elizabeth Olvera is registered, you may contact the San Francisco clerk's office at:

San Francisco City Hall,  
1 Dr Carlton B Goodlett Place,  
San Francisco, CA 94110,

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(415) 554-4950  
<https://sfgov.org/countyclerk>

Choose one:

- Yes, she explained.
- No, she did not explain.

Signature: \_\_\_\_\_

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