

NORTH CAROLINA PRISONER LEGAL SERVICES, INC.

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18 February 2000

Mr. Ronnie Lee Kimble
Odom Correctional Institution
Rt. 1 Box 36
Jackson NC 27845

Dear Mr. Kimble:

We have not been able to work out a solution to your getting a marriage license from the Northampton Register of Deeds. I am therefore prepared to ask the court for a Writ of Mandamus.

Enclosed is a preliminary draft of the Mandamus I plan to file on your behalf and Raymond Fowler. I will send you a file-stamped copy after I have finished it and filed it.

Also enclosed is a Retainer for you to agree to our representation in this matter. If you want to join the suit, please sign and date it and return it to me in the self-addressed, stamped envelope.

Sincerely,



Eleanor G. Kinnaird

enclosures

NORTH CAROLINA PRISONER LEGAL SERVICES, INC.

P.O. Box 25397
Raleigh, N.C. 27611
(919) 856-2200

RETAINER AGREEMENT

I hereby retain North Carolina Prisoner Legal Services, Inc. (NCPLS), to represent me in connection with the following matter:

Writ of Mandamus to order Northampton Register of Deeds to issue marriage license to client.

NCPLS is not bound to provide representation on appeal, but will review that possibility with me at the appropriate time.

This representation will be without charge to me, except that if the court awards any attorney fees, I understand they will go to NCPLS. I will be responsible for paying court costs and other out-of-pocket expenses if I am able to do so, as determined by NCPLS. Such costs and expenses may be deducted from any settlement proceeds or monetary recovery. NCPLS will not settle my case without my consent.

I agree to keep NCPLS informed of my current mailing address. If I fail to do so, NCPLS may withdraw from further representation.

I understand that responsibility for my case may be assigned to any NCPLS staff attorney, and that some work may be done by a paralegal or law clerk under an attorney's supervision where allowed by law and the Code of Professional Responsibility. I authorize NCPLS to refer my case at any time to a private attorney through the Private Attorney Involvement Program, or to associate a private attorney as co-counsel.

I may dismiss NCPLS as my attorneys at any time, by mailing clear written notice to the attorney handling my case, or to the NCPLS Director. I understand that if Court proceedings have begun, NCPLS may need the Court's permission in order to withdraw from the case. Also, if at any time I am not satisfied with the services and performance of NCPLS or its staff, I may file a grievance by writing to the NCPLS Director at the above address. The letter should be designated "Client Grievance." I understand that if I am not satisfied with the Director's response to my grievance, I have the right to use an appeal procedure that will be explained to me at that time.

NCPLS may withdraw from this legal representation by mailing written notice to me and explaining the reasons for the withdrawal, and if necessary, applying to the Court for permission to withdraw. NCPLS will not withdraw from representing me except where such withdrawal is permitted by the Code of Professional Responsibility.

I understand that some of the funding for NCPLS is provided by the North Carolina Department of Correction under a Court order, and that NCPLS and the Court have taken steps to ensure the

independence of NCPLS lawyers. I retain NCPLS even though part of its funding comes from the State of North Carolina and the N.C. Department of Correction, which may be an adverse party in my case.

All Legal Services programs in North Carolina administer their services and allow participation on governance and policy-making bodies without regard to race, color, religion, national origin, age, sex, handicap, personal appearance or any basis prohibited by law.

This agreement will not become binding upon NCPLS until signed by an NCPLS attorney. I have read this agreement before signing it, and I have received a copy.

Date

Client Signature

ACCEPTED BY NCPLS:

Date

NCPLS Attorney