RETAINER AGREEMENT

I. AUTHORIZATION

Legal Services of Northern California (LSNC) will assist me with regard to the following work:

___(Initials)

My initials show that LSNC has explained the terms of this agreement. I agree that LSNC's representation is on the following terms:

II. LSNC's DUTIES

A. Services

1. LSNC will help me ***only*** as listed above. LSNC's duties will end when it has finished the work listed above, **or** when LSNC or I end representation as listed in Section VII, below.

2. This agreement does **not** cover legal services for appeals related to the work listed in Section I, or any other new work. I know I can ask LSNC to help on appeals or new work, but LSNC is not required to represent me on those things under this agreement.

3. I know that the LSNC advocate handling my case at any given time may not be an attorney. In all cases, however, an attorney will supervise the handling of my case.

4. By signing this agreement, I agree that LSNC may consult or co-counsel with attorneys who do not work for LSNC if, in LSNC's judgement, that is needed in my case.

____(Initials)

B. Communication

1. My LSNC advocate will stay in touch as needed for me to make informed decisions on my case and to find out important information.

2. The advocate will keep me reasonably informed about the status of my case. LSNC will promptly provide me with information that I request as long as my request is reasonable.

3. If I ask, LSNC will return originals of all my papers, but LSNC may keep copies of all my papers.

4. LSNC will keep all our communications confidential, in keeping with the California Rules of Professional Conduct and applicable Federal law.

C. Client Trust Account

1. I know all money in my case will be handled through the LSNC Client Trust Account. When my case is closed, LSNC will refund or pay me any money left in my trust account. LSNC will send me all money left in my trust account by certified mail, restricted delivery, return receipt requested, to my last know address.

2. I know state law requires LSNC to put my trust account money in an interest-bearing account. It must pay any interest from that account to a state fund. The state fund is paid out to nonprofit organizations providing legal services.

III. THE CLIENT'S DUTIES

A. Cooperation

1. I agree to cooperate fully with the advocate in the preparation and handling of my case. Cooperation includes:

- answering questions asked by the advocate;
- providing all information and papers the advocate requests;
- keeping all scheduled appointments;
- answering interrogatories (written questions sent by the other side in a lawsuit);
- going to depositions and hearings;
- testify when asked by the advocate; and
- consulting with the advocate before settling my case.

___(Initials)

B. Communication

1. I agree to reply on time to my advocate's phone calls, emails or letters. I will tell my advocate right away of all changes of my address, telephone number, email address and the best way and times to reach me.

☐ My permanent mailing address is:

☐ I do not have a permanent mailing address. I can get mail/messages at:

2. I will tell my advocate about any changes in my income.

3. LSNC's legal representation includes dealing with opposing parties and their attorneys. I will **not** communicate with opposing parties and their attorneys, except through LSNC. If an opposing party or attorney contacts me in person, by phone, email, or letter, I agree not to talk with them. I also will tell my LSNC advocate right away that this happened.

___(Initial)

C. <u>Payments</u>

1. I know I am responsible for any court costs in this case. I know I may have to pay the court costs. Court costs may include: filing fees, deposition costs, subpoenas, witness fees, copying costs charged by other agencies, etc. I understand LSNC may pay these costs and ask me to pay back LSNC for any expenses it may have paid.

2. LSNC will decide whether or not to ask the court to waive the filing fee for any court filings in my case. If the court does not waive the fee, I know I will be responsible for the filing fee.

3. If LSNC advances me any court costs, I know the costs will be deducted from any settlement or court judgement that I may get. If LSNC advances me any court costs, and I do not get anything by settlement or court judgement, LSNC will ask me to pay back filing fees. LSNC will not ask me to pay back other costs.

4. If I do not win in this case, I know I may be responsible for payment of the court costs of the opposing party, including filing fees, expert witness, transcripts or court reporter fees and costs for copies. In some types of cases, the opposing party also may have the right to seek attorneys fees from me. LSNC is **not** obligated to pay me back for any costs or fees awarded against me.

5. LSNC does not accept personal checks. All money transactions must be by cash or money order. LSNC will give me a receipt for all money transactions.

___(Initials)

IV. MULTIPLE CLIENTS

When there is more than one person involved on a side of a matter (multiple clients), there is a chance individual interests may conflict. Even when all the interest are the same at the start, things can change and conflicts can occur between members of the client group. In such cases, some group members may make different decisions than others. It is possible, for example, that the other side may make different settlement offers for different members of the group in the case.

If this matter involves LSNC representing multiple clients in the same matter, I know:

1. I may talk to an independent attorney about whether to go ahead with only one advocate (LSNC) in this matter.

2. Any communications I have with LSNC with regard to the joint matter will not be privileged among the joint parties if later there is dispute among clients. (The communications stay protected against others not jointly represented by LSNC);

3. If the multiple clients disagree about how to proceed with the case, LSNC will not be able to help solve the dispute or advise individual clients about any resolution; and

4. If a lawsuit later occurs among clients, LSNC may not be allowed to represent any of the clients in that case.

I agree if a conflict of interest comes up in this matter that cannot be resolved, LSNC will withdraw from representing people who don't want to do what LSNC recommends. LSNC will help to get substitute counsel, if desired. I also agree in such a situation, LSNC may continue to represent the people who wish to follow the LSNC recommendations.

The Rules of Professional Conduct of the State Bar of California require attorneys to get the client's consent in writing to any joint representation. By signing this retainer agreement, I agree to the joint representation, if such representation is appropriate in my case.

___(Initials)

V. ATTORNEY'S FEES

LSNC does not charge its clients any attorney's fees. The law provides that in some types of cases, a client may make a claim against the opposing party for the client's attorney's fees. In such cases, where the client has not actually paid any fees to the attorney, and the court awards attorney's fees from the other party, the fees are paid to the attorney, not the client. I understand that due to its federal funding restrictions, LSNC is not permitted to and will not claim, collect, or retain attorney's fees from the opposing party on my behalf, except under very limited circumstances, which LSNC will discuss with me if they may be applicable in my case.

____(Initials)

VI. SETTLEMENT OF THE CASE

1. I agree that LSNC may take all appropriate actions in providing me legal services. This includes entering into settlement talks. I know that LSNC will try to contact me and tell me of any settlement talks that are taking place. LSNC will not agree to final settlement without my express approval, as long as I remain in contact with LSNC and reply on time when LSNC contacts me. I know and agree that if the other side makes a settlement offer, and I fail to get back to LSNC when asked, or I fail to tell LSNC of my whereabouts, LSNC may withdraw from representing me.

2. I know I may authorize LSNC to settle my case if I fail to reply when LSNC asks me to contact it and /or I fail to tell LSNC of my whereabouts. If I don't respond to LSNC when it tries to contact me, LSNC may settle on the terms it reasonably believes are the most favorable it can get for me, and which it thinks gives me the best results. By signing this paragraph, I specifically AGREE to authorize LSNC to settle my case if I don't stay in touch.

Dated:_____ Signature:_____

VII. TERMINATION OF REPRESENTATION

A. Legal Services of Northern California's Right to Withdraw

I know LSNC may close or withdraw from my case, as appropriate and in keeping with the California Rules of Professional Conduct, **if:**

1. LSNC reasonably has decided I would not benefit from more representation;

2. I violate any of the Client Duties in Section III;

3. LSNC cannot contact me despite reasonable efforts;

4. I indicate I intend to give false testimony or LSNC learns that I misrepresented or concealed facts concerning the case;

5. I tell my LSNC advocate to file any paper, or insist on pursuing any claim or defense, which the LSNC attorney responsible for the case, directly or by supervision of a paralegal, reasonablely believes will subject the attorney to sanctions, or result in violation of the California Rules of Professional Conduct or any law;

6. I refuse to obey a court order which my advocate has advised me to obey;

7. My income increases significantly;

8. My conduct makes it unreasonably difficult for the advocates to

represent me effectively, or for cases filed in court, the attorney believes in good faith that the court could find good cause for his or her withdrawal from my case;

9. Funding for LSNC is significantly reduced or terminated, or conditions are imposed upon it, which do not permit continued representation in my case.

_____(Initials)

B. Client's Right to Discharge LSNC

I know I can ask LSNC to stop representing me and to withdraw from the case. If I ask this, LSNC will withdraw from my case in keeping with the California Rules of Professional Conduct and any rules of court and civil procedure that apply. If I want LSNC to stop representing me, I will contact my attorney in writing at:

444 N. 3rd Street, Suite 312; Sacramento, CA 95811

VIII. COMPLAINTS

If I have a complaint about the manner or quality of services any LSNC advocate provides to me, I may ask any LSNC employee for the complaint policy and make a formal written complaint.

Dated: 6/23/2011 Legal Services of Northern California

Advocate:_____ (print name)

By:_____ (Advocate's signature)

Dated:_____ Client:_____ (print name)

By:_____ (Client's signature)

Revised August 12, 2009