

Request for Representation by UC Law SF Individual Representation Clinic

SCOPE OF REPRESENTATION

I, _____, request that the UC Law SF Community Justice Clinics – Individual Representation Clinic (“the Clinic”) and its attorneys, students, and staff represent me in the following matter:

I understand that the Clinic has not guaranteed that it will represent me and that the Clinic will make a decision regarding representation after it has reviewed my case. Once this Request for Representation is signed by student representatives and a Clinic attorney, it will become the formal Retainer Agreement between me and the Clinic. My representation will be on all the terms outlined below.

I understand the Clinic is only agreeing to represent me in the limited matter stated above. It is not now agreeing to represent me in any further appeal of this matter or with any other legal problem.

ATTORNEYS’ FEES & COSTS

The Clinic will not charge me any attorneys’ fees (for the time its students and attorneys spend representing me). The Clinic may, however, try to recover attorneys’ fees and its out-of-pocket costs from opposing parties, governmental agencies, or the courts. The Clinic shall keep any attorneys’ fees or costs it does recover, unless they are for any out-of-pocket costs that I have already paid.

The Clinic may advance out-of-pocket costs, but I agree to be responsible for all out-of-pocket costs of representation (unless the Clinic informs me that it will waive my repayment of costs because of my financial inability to pay).

- In Wage and Hour cases, costs may include, but are not limited to, expenses for filing and serving papers, deposition or court reporters, and subpoenaing documents and witnesses.
- In Unemployment Insurance cases, costs typically do not occur.

The Clinic will help me apply for waiver of any costs that can be waived and will promptly inform me of all costs I will have to pay and seek my approval before spending money I will need to pay back.

MUTUAL RESPONSIBILITIES & GOALS

If it accepts my case, the Clinic agrees: to keep me informed of the status of my case and the tasks necessary to pursue it; to inform me of all offers of settlement from the opposing side; to provide me, as appropriate and as I request, with copies of key documents received and important letters, briefs, or pleadings prepared in my case; to keep information I provide confidential; and to treat me with dignity and respect. In addition, the Clinic will strive to promptly return my telephone calls or messages and to begin our scheduled appointments on time.

If I believe any of these agreements or goals are not being kept, I can raise my concerns with the Clinic’s director, the Associate Dean for Experiential Education. I can end my agreement to be represented by the Clinic at any time for any reason.

In order to best represent me, the Clinic will need my assistance and cooperation. This will involve my keeping in regular contact and sharing information on any new development that might affect my case. It may also include bringing or getting documents relating to my case, helping find witnesses, meeting with consultants, and attending follow-up interviews and trial or hearing preparation sessions.

If it accepts my case, the Clinic can end our agreement and stop representing me if it determines my case does

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not have legal merit or if I fail to cooperate satisfactorily.

REPRESENTATION BY LAW STUDENTS

I understand the Clinic is part of the teaching program of U.C. Law SF. I understand and agree that I will be receiving legal counseling and services from law students in the program under the supervision of Attorney _____ and the other Clinic attorneys.

I give my consent to allow Clinic students to give me legal advice and negotiate for me under the general supervision of their supervising attorney, who will review their advice and negotiation plans in advance. I also consent to have law students certified under the State Bar's Rules for Practical Training of Law Students appear and represent me in depositions and before any court or agency in the presence of, and under the direct and immediate supervision of, their supervising attorney.

FILE RETENTION AND MAINTENANCE

I understand that the Clinic will not keep my original papers and property. If I provide original papers, they will be copied and/or scanned and then returned to me by mail or in person. If the original papers or property are necessary for legal services, they will generally be returned within a week after the need has terminated. The Clinic maintains most client files electronically. However, if a paper file has been created, it will generally be stored for eight years from the time the case closes. I understand that once the storage period ends, my paper file will be destroyed in a confidential manner. My electronic file will be maintained at least as long as the paper file, or for at least the default eight-year period if no paper file exists.

OPTIONAL CONSENT TO USE OF EMAIL, VOICEMAIL, TEXT & ARTIFICIAL INTELLIGENCE TOOLS

[] I understand that email is convenient and fast, but not always completely secure. The Clinic has explained to me the risks of communicating by email, especially if I access email from a device I share with other people and/or use public WiFi. I understand that the Clinic strongly recommends that I use only a secure email address to communicate about my case. I consent to the Clinic communicating with me about my case using the following email address: _____.

[] I consent to the Clinic communicating with me via text messages sent to the following phone number: _____.

[] I consent to the Clinic using Generative Artificial Intelligence Tools so long as no personally identifying information is entered into the tool.

Date Client(s)

The Clinic agrees to representation on all the terms outlined above.

Date Student Representative Student Representative

Date Supervising Attorney