

AGREEMENT TO SEEK LEGAL REPRESENTATION THROUGH UTAH LEGAL SERVICES' PRO BONO VOLUNTEER ATTORNEY PROGRAM AND

_____ [“CLIENT NAME”]

This is an agreement between you and Utah Legal Services (“ULS”). Please read it carefully. It explains both your rights and your responsibilities as a potential client, if your case is placed with a volunteer attorney. If you have questions or concerns about this agreement, please discuss them with us before signing. Thank you.

1. Legal Matter. I (“Client”) request and authorize ULS to attempt to recruit a volunteer attorney (“Attorney”) to provide legal counsel and/or representation on the following matter:

I will assist by providing paperwork and other information to ULS when requested. I understand that ULS might not be able to help me. ULS is reviewing my case for potential placement with a volunteer attorney and has not yet agreed to accept it. During this review period, I am responsible for handling my legal problem by meeting any deadlines or attending court proceedings including filing documents, or filing for hearings or appeals.

2. Types of Work. If a volunteer attorney accepts my case, I request and authorize the attorney to undertake the following work on my behalf as it may become necessary: communication and negotiation with local, state and/or federal officials and agencies; legislative and administrative advocacy to the extent allowed under federal laws governing the Legal Services Corporation; and litigation.

3. Other attorneys and paralegals. If a volunteer attorney accepts my case, I authorize this Attorney, in his/her discretion, to associate other attorneys in representing me, to assign paralegals to my case as permitted by law, and to transfer my case and the responsibility for representing me from one attorney to another.

4. No charge for services. If a volunteer attorney accepts my case, I understand that this Attorney agrees to act as my attorney and to zealously represent my legal rights without charge for professional services or any related services rendered by employees of Attorney or any other attorneys who agree to associate with Attorney in my representation.

5. Advance payment of expenses/fees. If a volunteer attorney accepts my case, then I understand that certain expenses may arise (such as court filing fees, process service charges, expert evaluations and reports, court reporter charges, or document or recording fees). I may be required to pay these in advance; in that case these will be discussed with me as they arise so that I may decide whether to incur the expense or not. Alternatively, although under no obligation to do so, this Attorney and /or ULS may agree to advance certain costs and expenses that necessarily arise during my case; to the extent they do, they or ULS will have first claim against any monetary recovery in my case for the reimbursement of such expenses. I also understand that Attorney may claim or be able to recover attorney’s fees from the opposing party.

6. Settlement Negotiations. If a volunteer attorney accepts my case, I authorize this Attorney to negotiate with the opposing parties to obtain a satisfactory solution to my legal problems. I understand that this Attorney will not enter into any agreement with the opposing parties which has the effect of settling any portion of my case without first receiving my permission. This Attorney further agrees to promptly communicate to me any settlement offer made by the opposing parties. I have the right to accept or reject any such settlement offer for any good reason.

7. Communication. I will cooperate fully with my Attorney. I will keep appointments and attend all court hearings. I will discuss with my Attorney everything I want from the opposing party, or that I want to accomplish with my case. I will discuss with my Attorney the important decisions about how to handle my case. I understand that my Attorney is representing me through Utah Legal Service's Pro Bono Program and therefore any information provided to my Attorney may also be disclosed to ULS. I can ask my Attorney to stop helping me at any time. If my Attorney believes that what I want is not possible or reasonable, the Attorney may withdraw from my case.

8. Appeals. If a volunteer attorney accepts my case, I understand that neither Attorney nor ULS is agreeing to represent me in an appeal from any unfavorable ruling of the trial court or administrative agency. If a court or agency makes an unfavorable ruling, Attorney and ULS will evaluate the case with me and examine my chances for success on appeal, and make a separate decision about representation on the appeal based upon both my wishes and the appropriateness of continued representation through ULS. Attorney will have final say as to whether Attorney will represent me in an appeal, and ULS will have the final decision about providing me with representation by another volunteer attorney on an appeal.

9. Citizenship. Unless I cross out this paragraph, I certify by signing below that I am a citizen of the United States of America.

10. Termination/Changes. If a volunteer attorney accepts my case, I understand that I must cooperate with the employees of Attorney and ULS in the preparation of my case. This Agreement may be terminated by Attorney and ULS if I do not cooperate. I agree to keep Attorney and ULS informed of any changes in my address and telephone number. I agree to keep Attorney and ULS informed of any criminal or other charges brought against me which my result in incarceration. If I am not a United States citizen, I agree to keep Attorney and ULS informed of any changes in my resident alien status. I certify that the financial information I have provided to ULS for the purpose of determining my financial eligibility is correct. I agree to promptly notify Attorney and ULS of any material change in my financial situation, with the understanding Attorney may convey this information to ULS, and that Attorney or ULS, consistent with their professional responsibilities, may terminate this Agreement if my financial circumstances changes so that I am no longer eligible under ULS's financial guidelines.

11. Disclosures to Monitors/Auditors & Copies. I understand that certain of ULS's records on my case may be subject to disclosure to monitors or auditors of ULS, including financial records, time records, this agreement, client trust fund and eligibility records, and client names, except for records subject to the attorney-client privilege. I am entitled to a copy of this agreement and any other form I fill out or sign for ULS.

12. Other provisions. If a volunteer attorney accepts my case, I understand that Attorney may require that I also sign a separate retainer agreement. The terms of a separate agreement shall supplement this agreement.

13. Complaints about Representation. I have the right to file a complaint if ULS decides not to try to recruit a volunteer attorney for my case, or I feel I am not being properly represented. The persons I can contact to complain are the local office managing attorney and the "task force chair." The names and direct extensions of these people will be provided to me upon my request at the local office or any legal services telephone number.

Dated: _____

(Client Signature)

Dated: _____

(ULS Advocate)