

BAY AREA LEGAL AID

LAW CLERK MANUAL

(April 2002)

"Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control."

-- *Universal Declaration of Human Rights (1948)*

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PREFACE

Welcome to Bay Area Legal Aid (BayLegal). BayLegal is one of several hundred programs throughout the country funded in part by the Legal Services Corporation (LSC) to provide free legal counsel and representation in civil matters to low-income people. Our mission is to provide legal assistance to eligible clients to help them get themselves out of poverty, and to relieve the effects of poverty on those who cannot. We were formed in January 2000 by a merger of the Alameda County Legal Services Project, Community Legal Services in Santa Clara County, the Contra Costa Legal Services Foundation, and the San Francisco Neighborhood Legal Assistance Foundation. We also have responsibility for serving the low-income residents of San Mateo, Marin and Napa counties. Accordingly, our goal is to be able to provide clients equal access to civil legal assistance within our priority areas regardless of where s/he resides within the Bay Area.

BayLegal is the largest staff-based provider of direct legal assistance to poor residents of the greater San Francisco Bay Area. Each year, some 15,000 clients are assisted or given an appropriate referral. In the course of this work, we have helped broaden the range of benefits and civil rights enjoyed by low-income people, including securing the right to a pre-termination hearing in public assistance cases (**Wheeler v. Montgomery**, 397 U.S. 280 (1970);) the right to a bi-lingual education (**Lau v. Nichols**, 414 U.S. 563 (1974);) and the right to raise a breach of the implied warranty of habitability as a defense to eviction (**Green v. Superior Court**, 10 Cal.3d 616 (1974).)

Today, we continue to be deeply involved in defending our clients' access to affordable housing, a basic education, job training programs and medical treatment; to be free from discrimination in housing, to receive a meaningful level of support and subsistence benefits; and to be free from assault. As a law clerk, you will be an integral member of our team. It is our hope that your experience here will encourage you to devote a substantial portion of your legal career to assisting low-income people in securing their rights and in allowing them and their children to escape poverty.

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I. Who Does BayLegal Serve?

BayLegal provides free legal assistance in **civil cases to indigent residents of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo and Santa Clara Counties** in the areas of **housing, health access, economic security, and family law.**

A. **Civil Cases:** We help clients only in civil matters, not only because of our limited resources, but also because of funding restrictions.

B. **LSC Restrictions:** The Legal Services Corporation (LSC) is one of our major funding sources. Under federal law, certain LSC restrictions cover all of our activities, even those not funded by federal money. LSC forbids our assisting clients in certain classes of cases:

1. **Criminal proceedings;**
2. **Abortion Rights cases;**
3. **Challenges to Electoral Redistricting;**
4. **Class Actions;**
5. **Matters involving Administrative or Legislative Advocacy** absent a request from an agency, official or legislator; **or**
6. **Fee-generating cases** except in limited circumstances.

Under LSC guidelines, we also cannot assist certain classes of clients:

7. **Incarcerated Prisoners;** or
8. **Undocumented Immigrants or certain non-Permanent Residents,** except when using non-LSC funds to assist victims of spousal domestic violence. Appendix 1 contains BayLegal's immigrant eligibility guidelines.

C. **Indigency:** Likewise, we are allowed to advocate only on behalf of a client whose household:

gross income does not exceed 125% of federal poverty guidelines (150% in limited circumstances involving unusual expenses); **OR**

a working client residing in San Francisco only whose **NET income** does not exceed 125% of federal poverty guidelines (150% in limited circumstances involving unusual expenses), using non-LSC funding; **OR**

a client residing in San Francisco County who is seeking benefits for a child under the **Healthy Families** program, and whose gross income

does not exceed 250% of federal poverty guidelines, using non-LSC funding; **OR**

in limited instances, clients served using grant funds permitting assistance regardless of income;

AND whose

countable resources are under \$10,000 in liquid assets and \$15,000 in non-liquid assets. (For any additional household member, add \$5000 to each figure.)

(Attached as Appendix 2 are BayLegal's present income guidelines.)

D. Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo or Santa Clara County Residents: Because every county in California is theoretically served by an identifiable legal services program, we restrict assistance to residents of the listed counties, except in rare circumstances.

E. Program Substantive Priorities: LSC regulations also require the program to annually reevaluate its priorities. BayLegal's principal priorities have been housing, family law, economic security/public benefits and health access. We also provide limited assistance to education cases for youth who are at risk of involvement in the dependency or delinquency systems (primarily in Alameda County), or non-U.S. citizen domestic violence survivors seeking to adjust their immigrant status to that of permanent resident under the Violence Against Women Act.

II. What Kinds of Cases Do We Take and Where Are Other Eligible Clients Referred?

A. Housing Law: Our principal aim is the preservation of affordable housing for our clients, particularly rent-controlled and publicly subsidized housing.

Eviction defense becomes an important component of our work in some cities because of the interplay between the low vacancy rates in affordable housing units, and local rent control ordinances which impose no restrictions on raising rents when an apartment is vacated. Fair housing work is also crucial in ensuring that affordable housing is available to poor families and persons protected by anti-discrimination laws. Public housing and Section 8 advocacy serves to preserve rent subsidies which keep housing affordable to many of our clients.

In the division of labor between eviction defense advocates, we provide direct representation of eligible clients in "**pay and stay**" cases in which the tenant has a fair chance of preserving his or her housing for a reasonable period of time. The clients we represent have a meritorious defense, generally possess all the rent due, agree to deposit future rent in our trust account, and wish to continue residing in the dwelling unit. Eligible clients who do not meet all of

these criteria are assisted *in pro per*, or referred to other agencies such as the **Eviction Defense Collaborative** in San Francisco, or the **Eviction Defense Center** in Oakland.

Private lawyers organized by other agencies also provide pro bono representation in landlord-tenant cases. These agencies include the **Lawyers Committee for Civil Rights** (Lawyers Committee) in San Francisco, and the **Volunteer Legal Services Program** of the San Francisco Bar Association (VLSP). The Lawyers Committee assists clients whose incomes slightly exceed that of BayLegal and ACLSP; VLSP's income guidelines are the same as ours. During the school year the **East Bay Community Law Center** in Berkeley, the **University of San Francisco Law School Clinic**, and the **New College School of Law Housing Clinic** provide free representation in eviction defense cases by supervised law students. In Oakland, representation is also available on a sliding fee basis from the **Eviction Defense Center**.

B. Family Law: At present, representation in family law matters is available only in the San Francisco, Contra Costa, Alameda, and Santa Clara County offices. Our main focus is assisting abuse survivors. This is both because our clients have consistently identified this issue as important, and because the private bar is less willing to provide pro bono representation to clients in these cases.

A division of labor among advocates has also evolved in this field. Our representation of individual eligible clients usually occurs in the context of divorce or custody proceedings involving family violence.

Eligible clients seeking a restraining order in San Francisco -- and who do not anticipate a custody dispute -- are referred to the **Cooperative Restraining Order Clinic** ("CROC") which is housed with BayLegal. All other eligible clients with a domestic relations case not involving violence are referred to the **Volunteer Legal Services Program** of the San Francisco Bar Association or other agencies. In Alameda County, clients seeking restraining orders are referred to either the **Southern Alameda County Domestic Violence Project** or the **Family Violence Center** (northern Alameda County, including Oakland and Berkeley), while those with other family law problems are referred to the **Volunteer Legal Services Corporation** of the Alameda County Bar Association. In Contra Costa County, those seeking a restraining order are referred to **STAND (formerly Battered Women's Alternatives)**. Clients needing a restraining order in Santa Clara County are referred the **Support Network**, while those with other family law matters can be assisted by the **Pro Bono Project** of the Santa Clara County Bar Association.

In San Francisco, we also do extensive client and community education on family violence, including in the city's public schools. BayLegal has also provided training to the San Francisco Department of Human Services and the San Francisco Police Department.

C. Economic Security: In this area, we help eligible clients to obtain or retain public assistance benefits¹, Social Security and Supplemental Security Income, and (in San

¹ Benefits under California Work Opportunities and Responsibilities to Kids (CalWORKs); Supplemental Security Income (SSI) and In-Home Supportive Services (IHSS) to the aged, blind and disabled; General Assistance (GA, in San Francisco now called the County Assisted Adults Program "CAAP" and which has a subdivision program called PAES: Personally Assisted Education and Training); Food Stamps; and Medi-Cal programs.

Francisco) Unemployment Insurance benefits. This area has become of increasing importance because of “welfare reform” and the requirements that recipients work for their benefits, and we recently formed several outstationed **Client Advocacy Projects** in San Francisco to help single adults enrolled in the PAES and CalWORKs programs. We have also produced various client education materials and devoted much effort in client, community, and advocate training on the new welfare changes.

Other public benefits advocacy groups in San Francisco include the **General Assistance Advocacy Project** (GA, and Food Stamps); **Swords to Plowshares** (Veterans benefits); and the **Homeless Advocacy Project**. In Alameda County, they include the **East Bay Community Law Center** (GA and CalWORKs) and **Legal Services for Seniors** (SSI, CAPI, and MediCal for older clients). In Santa Clara County, the **East San Jose Law Project** provides assistance in public benefits and housing cases.

D. **Health Access:** While all of our offices help clients with MediCal problems, our San Francisco branch has an expanded health access program called the **Community Health Advocacy Project**. In conjunction with the **National Health Law Program**, which has a branch office at 405 14th Street, 3rd Floor in Oakland, “CHAP” aims at securing access to adequate health and medical care for clients. CHAP’s advocacy not only encompasses MediCal representation, but also assistance to those without medical insurance (the “medically indigent”) and those whose care is provided through health maintenance organizations (“HMOs”).

E. **Consumer Education Project:** Before our funding ran out, we also had a consumer education project which provided information and referral to clients concerning consumer debt collection, student loan collection, and deceptive sale practices. We still maintain our consumer library in the hope that future funding can be found, and provide limited consumer assistance to clients facing the collection of health care bills which should have been covered by the MediCal or county Medically Indigent Adult programs.

F. **Referrals of Over-Income Clients and Non-Priority Cases:** In general, over-income clients and civil cases not within our priorities are referred to the local county bar association referral panels (including fee generating cases). All criminal cases are referred to the **Public Defender** in the respective county.

Referring ineligible immigrants to a legal services provider often raises language access problems. In such situations, you may consider referring Hispanic immigrants who are ineligible for our services because of LSC restriction to **Centro Legal de la Raza** in Oakland, and **La Raza Centro Legal** in San Francisco. Asian immigrants can be referred to the **Asian Law Alliance** in San Jose, and the **Asian Law Caucus** in San Francisco.

III. How Are We Organized?

The program is organized into direct client services and administrative and support components, under an executive director and board of directors.

A. **Board of Directors:** BayLegal's Board consists of representatives of the organized bar and the client community. The Board reviews and sets the guiding policies and priorities of the program.

B. **Executive Director:** The Director manages the program and reports directly to the Board.

C. **Director of Advocacy and Training:** The Director of Advocacy is responsible for the quality of our advocacy, coordinating impact projects, and staff training.

D. **Managing Attorney:** The Managing Attorney in each office supervises the direct service component, and is responsible for the work of all advocates assigned to the office.

E. **Substantive Units:**

In the Contra Costa, Alameda, and Santa Clara County offices, staff are generally organized into those who work on public assistance and MediCal issues (two attorneys and two advocates in all offices), housing and fair housing issues (eight attorneys and one advocate), and family law (five attorneys).

In San Francisco, our largest office (with 25 attorneys and advocates), case-handling staff are organized in a number of substantive units or projects which generally reflect the above-described priorities (Health and benefits advocates are in the same unit).

The Marin/Napa and San Mateo offices are newer and much smaller offices, the former (with one advocate) concentrating on public assistance issues, and the latter (with two attorneys) on housing and fair housing.

F. **Support, Interpreters and Administration:** Limited secretarial support is available in each office, along with photo-copiers and Fax machines. We have bi-lingual staff in most offices for Spanish speakers, and in San Francisco and Oakland for Vietnamese, Cantonese and Mandarin speakers. Other arrangements are made for clients who communicate in other languages. Each office has its own client trust account.

IV. How are Clients Assisted?

A. **Screening:** A potential client who phones or drops in is screened by an information and referral staff person to determine if s/he has a legal problem in one of our substantive priorities. If not, the client is given an appropriate referral.

If a potential client has a legal problem in one of our priority areas, s/he is connected with an advocate trained in the substantive area -- either in person or by telephone, depending on the problem and office -- to determine whether the potential client has a case which either meets our intake guidelines or should otherwise be considered for more than brief assistance. If so, the client is scheduled for a further interview with an advocate. On occasion, you and other law clerks will screen clients.

Kemp's Clients for Windows -- BayLegal's Case Management System: To check for conflicts of interest, record case developments, and provide statistical information, the names and case-related information of all clients who are referred to one of our advocates for screening are entered in our case management database, "Clients for Windows", affectionately called "Kemp's" after its creator. While screening clients, you will be called upon to enter this data if you are working on a computer capable of accessing this database, and to keep track of all time expended on the client's case.

Note: A Conflict of Interest exists when we have previously counseled or represented the party opposing the person who now seeks assistance from us. As soon as a conflict is discovered, that person must be referred to other attorneys, generally through the applicable bar association's referral panel or pro bono program.

Calendaring case-related events: In addition, all hearing and deadline dates in the client's case will be entered on in the case management database to provide a centralized depository as a backup to each advocate's individual calendar. You will receive further training on these and other information systems before using them.

B. **Intake:** Advocates in each unit interview new clients each week. At this intake interview, the merits of the case are weighed to decide whether to decline representation; to assist the client without formal representation pending a determination of the merits of the case; or to represent the client.

In all cases taken for more than brief service, an entry must be made in the case management system which summarizes the facts of the case and issues presented, as well as an outline of how the case will be prosecuted, including a tentative discovery and motion plan, if applicable.

C. **Advocacy:** Before rendering any assistance to the client, both the advocate and client have to agree on what the office will do. This understanding must be specified in the space provided in a **retainer agreement** which is signed by both the advocate and the client. Copies of the retainer agreement for extended assistance or representation, and the agreement to provide only limited assistance or brief service, are found at Appendix 3.

Having agreed to assist the client, the advocate and BayLegal have an obligation to gather the necessary facts and research the law (preliminarily, to determine the merits of the case) in order to advise and take action on behalf of the client.

V. What is Expected of a Law Clerk?

Your exact duties and obligations will naturally depend on the office and unit to which you are assigned and the tasks given you by your immediate supervisor.

Each office or unit's use of law clerks depends on the type of advocacy performed, particularly in its service cases. The cases taken in the areas of housing, family and consumer usually involve court filings (dissolution or custody petitions; unlawful detainer or fair housing actions; appeals of administrative hearing decisions; collection defense) which require lawyers to appear on the pleadings and at all hearings. (With the agreement of the client, your supervisor, and the particular judge, law students who have completed their evidence course and been certified by the State Bar of California may also represent the client at court hearings. Contact the State Bar about eligibility and for application forms.)

By contrast, the elaborate administrative hearing and review procedures which exist in the public assistance and Section 8 programs, and certain rent control jurisdictions, allow law clerks working in these area to be more centrally involved in the direct representation of clients before an administrative agency.

However, there are a few general guidelines for all law clerks:

Once BayLegal has agreed to represent a client, we have an obligation to provide quality advocacy consistent with the client's goals and the merits of the case. This requires the advocate to establish a professional relationship with the client based on trust, but not to construe professionalism as "elitism." Therefore, in your dealings with clients:

1. **Be courteous and professional.** Your client deserves the same respect as a client of a corporate law firm. Remember that the assistance you give a client is not charity. Your job is to ensure that the client receives the benefits of legal entitlements, whether substantive or procedural. Avoid condescension or worse, the "take it or leave it" attitude of the welfare department or housing authority.

The same attitude should govern your relations with opposing counsel, appeals workers and parties. One can defend the client's interests with courtesy and without playing games. Never underestimate the role that personal relationships play in obtaining relief for your client.

2. **Dress more formally for client interviews.** Part of showing respect to clients is to meet formal expectations of what lawyers should look like. For both good and bad reasons, clients often distinguish between "real lawyers" and legal aid advocates. While we do not expect you to meet "black tie" standards at client interviews, the client certainly does not expect to see his/her advocate dressed in shorts or blue jeans. Such appearances convey the impression that the client's predicament will not be taken seriously.

3. **Advise the client that you are a law clerk and cannot give legal advice without first consulting with your staff attorney supervisor.** Underscore this in any letters or pleadings prepared in the case, e.g., by placing under the signature line: "Law Clerk under the supervision of XXX, Staff Attorney."

4. **Make clear to the client what you will and will not do.** The retainer agreement (Appendix 3) must spell out the nature of the case and the extent of our

involvement. (Examples: “represent client in negotiations and Fair Hearing re CalWORKs overpayment based on excess resources” or “represent client in defending against unlawful detainer action based on xxx.”) Moreover:

a. **Do not promise the client that we will do anything; advise him/her that your supervisor will make that decision in consultation with other staff members.** After the intake interview, confirm what we will do in a letter to the client.

b. **Explicitly limit the scope of assistance** as instructed by your supervisor. For example, the retainer agreement could state that we will “represent client in negotiations re CalWORKs overpayment based on excess resources, and to represent client at Fair Hearing if meritorious defense”, or “represent client in defending against unlawful detainer action based on xxx so long as rent due is regularly deposited in the client trust account.”

c. **Make sure the retainer agreement is signed by the client.** Be sure the client has read the retainer agreement before signing, and summarize the high points. Give the client a copy of the signed agreement.

d. **Advise the client that we are assisting him/her only in the present case, and only in the current proceeding.** We never agree to become “general counsel,” or to represent the client on an appeal of an adverse decision. In any given case, a separate decision to represent will be made at each level of appeal.

5. **At all stages of representation, ask questions** of your supervisor or other advocacy staff if you are unsure about any substantive, procedural, or even factual aspect of a case. “Learning by doing” has its limits, particularly when done at the client’s expense.

6. **Maintain the client’s confidences.** To effectively represent a client, you need to know the whole story, warts and all. You won’t get it unless the client trusts you.

While the presentation of any case requires that salient facts be revealed to the other side, the client must be assured that without his/her permission, any other information elicited from the client will not be disseminated outside of BayLegal, and that even among co-workers in this office, will be restricted on a “need to know” basis.

This means that client interviews -- even with exasperating clients who never stop talking -- should take place behind closed doors in an office, and not in the lobby or hallways.

7. **Keep the client informed** of the status of his/her case on a **timely** basis. It is, after all, the client’s problem that you are trying to fix.

The legal framework of the case and the office’s proposed strategy should be explained from the outset. **Copies** of all important correspondence and pleadings should be mailed to the client; his/her **phone calls** should be promptly **returned**.

8. **De-mystify the legal system.** Remember that after you have closed the case and left the office, your client will still face the social and economic problems imposed by poverty, and will continue to confront the legal and bureaucratic system erected to regulate the poor.

To the extent that the client becomes aware of his/her rights and of how to negotiate the system to use these rights, our job becomes easier and more clients develop the potential to help themselves. In this regard, ask clients to participate in the preparation of the case, such as by gathering documents, witness statements, producing photographs, etc.

9. **Remind the client of his/her obligation to cooperate in the preparation of the case.** Because it is the client's case, s/he presumably has an interest in its successful conclusion. Failure to assist in the preparation of the case or to keep in touch is a good indication of the importance of the cause to the client.

10. **Maintain your files such that someone else could replace you without having to retrace your steps.** Imagine what your successor would need to know to continue your work if you were hit by a bus.

a. **Use the opening entry in the case management database** (labeled "Opening Qs" in the "case notes" tab of each client's file) to outline the issues in the case, the principal parties, important deadlines, research or other work needed to be done, what we have promised to do for the client, etc. This entry should cogently outline:

- i. **Key Facts;**
- ii. **Key Issues;** and your
- iii. **Plan of Action.**

b. **Document developments in notes to the case management file.** In general, all activity, including work done, the content of phone calls, results of negotiations, etc. must be recorded, along with your name (so other staff know who to talk with to get further information) and the date the action took place.

c. **Secure documents and correspondence to the file jacket.** Nothing is easier than losing or misplacing a document. Generally, research, correspondence, and the status sheet should be fastened to the left side of the file; papers filed with the court or agency, the opening and closing memorandum, and intake/disposition sheet should be on the right.

d. **Write a status memo before you transfer a case.** When you leave BayLegal the case remains. Your memo should update the information in your opening memo, stating again the facts, issues, deadlines, plan of action, etc., which are relevant to the present status of the case.

e. **Fill out a closing memorandum** (Appendix 4) when the case ends, return important documents or money to the client, and drop her/him a letter advising the client of appeal deadlines and that the case will be closed. On the Intake/Disposition sheet, check the appropriate box indicating how the case was closed (e.g., “negotiated settlement without litigation”; “administrative agency decision”, etc.) The file should then go to your supervisor for review and formal closure.

11. **Preserve the client's appeal rights.** This means timely advising the client who has received an adverse decision of appeal deadlines and of the procedure for filing an appeal. In appropriate cases, we can file the appeal with appropriate language indicating that the client will be representing his/her self. A confirming letter must be sent to the client.

12. **Share Information.** Any information which you think is relevant to the work that we do in this office that you come across or discover while working on a matter should be passed on to your fellow advocates.

VI. What Else Should A Law Clerk Know?

A. **Computers:** Law clerks will have access to various community computers, most of which are networked. The operating system is Windows 98/2000 or Windows NT. A networked computer must be used to enter data on Kemp's Clients for Windows or to use other programs. **Under no circumstances should you add an application to your computer without your managing attorney's permission.**

1. **Word Processing:** We will ultimately use Word as our word processing program, although the San Francisco and Alameda county offices are still primarily using WordPerfect for Windows 8.0. Printing is done through community printers distributed throughout the floor.

2. **Trouble Shooting:** Computer glitches should be reported in writing to computer responsible person in each office.

3. **California Court Forms:** Networked computers also have Legal Solutions Plus or Essential Forms, programs which allow you to produce completed court forms approved by the California Judicial Council. Those working on family law or unlawful detainer cases must learn to use this application.

4. **Computerized Legal Research:** Westlaw may be accessed from most modern computers or from the Westlaw web site (www.westlaw.com). Sheppard's Citations is also available over the web (www.bender.com). If your school password is not active, ask the attorney under whom you are working for his or her password.

5. **E-mail:** Our internal e-mail program is Microsoft Outlook. Because of the turnover in law clerks, your office may have only a generic “law clerk” folder

for interns. The program also allows one to calendar non-case events. (Case related events should be calendared in the case management system.)

6. **Internet Access:** The majority of our computers have internet access. One of the most important sites for poverty law advocates is "www.lsnc.net", maintained by Legal Services of Northern California. This web site contains links to legislative and court sites, as well as containing the text of important documents related to welfare reform. Internal and external e-mail is launched and received from the majority of computers by using Microsoft Outlook. Our internet address is: [advocate's first name, e.g., bcapistrano] @BayLegal.org. Our web site is "www.baylegal.org".

7. **Computerized Calendaring System:** Case related events, including all court and administrative deadlines and hearing dates, are entered into the case management system under the client file.

SOME DONT'S: To guard against the spread of computer viruses, please avoid using on any BayLegal machine a floppy disk which has been used in a another computer without first running it through an anti-virus program. Also do not add or delete applications from any computer without the permission of your office's supervising attorney.

B. **Timekeeping:** For report and funding purposes, all staff advocates are required to post the time spent working on a case, along with a description of the activity, in the particular client's case management file. In some cases, law clerks may also be required to post the time spent on particular matters.

C. **Complaints:** Whenever a client is dissatisfied with the assistance you have provided, s/he has a right to complain to your supervisor. If you can't resolve the problem, give the client your supervisor's name and number. **(Don't forget to notify your supervisor to expect the call.)**

If the client cannot be mollified by your supervisor, s/he will be referred in turn to (a) the supervising attorney; (b) the director of advocacy; (c) the executive director; and (d) the client review committee of the board of directors.

Feel free to bring any suggestions for improving any aspect of the law clerk experience at either BayLegal to the attention of the office supervising attorney.

D. **No Tips Accepted:** Because we exist to provide free legal services to poor people, no casehandler is allowed to accept cash gratuities. Suggest instead that the client make a donation to the agency.

E. **Client Funds:** All money received from a client **must be deposited** in our **client trust account**. The client should be directed to bring the money to our accounting office. Both you and the client will receive a receipt for the money. All deposits must be made in **cash or a money order** made out to BayLegal; no checks will be accepted.

Because any money deposited in the trust account continues to belong to the client, s/he can at anytime ask for the money back. However, in cases where the deposit of money (e.g., the monthly rent) is a condition for continued representation of the client by this office and the client withdraws the money against our advice, the client must be requested to sign a substitution of attorneys form which relieves this office from any continuing obligation as the attorney of record.

F. **Work for Support Staff:** Because of acute funding cuts, advocates do much of their own word processing or photocopying. Nevertheless, document drafts to be typed or on floppies, or voluminous materials for photocopying, can be left for support staff in the boxes provided near their offices. Please attach a work request form (available from the secretaries) to your document or draft, placing it in the appropriate box.

Drafts should be as complete as possible to avoid more than one resubmission to the secretaries for the correction of errors. Do not use the "Rush" box unless absolutely justified.

G. **Translation:** Your office will advise you of the bi-lingual staff available in each office. Designated staff will also translate letters. Documents or client interviews requiring translation should be scheduled with as much advance notice as possible.

H. **Office Hours:** Our offices are generally open from 9 am to 5 pm, Monday through Friday. If you are in an office which is not locked after hours, your name will be added to a list of employees allowed to enter the building after hours, weekends or on holidays. At these times, you will be asked to sign in and out by building security. In other buildings, you will have to make arrangements with your staff co-workers to obtain a key and or access card.

I. **Telephones:** Your co-workers -- in some cases, including those in other offices -- can be reached using the appropriate extension number. You do not need to dial "9" or other prefix to make an outside call. Some long distance calls may require a three digit long-distance code number given you by your supervisor.

J. **Voicemail:** You will be given appropriate training on how to access access our voicemail system from inside of the office.

In using voicemail:

- **Do not change the password.** Others will use the same voicemail box.
- **Check your messages frequently and erase them promptly.** Your voicemail box has limited storage capacity and, when full, will not take additional messages.
- **If you will be absent for more than a few days, record a message to that effect and refer client callers to your supervisor if they cannot**

wait for your return. Make sure someone will retrieve your messages in your absence!

- **When your internship is over, inform all clients by letter to directly contact the person taking over the case. Emphasize that the client should not to leave messages on your voicemail because no one will get them.**

K. **Mail:** Because outgoing mail needs to be weighed and stamped, any outgoing letters should be in the mailbox by 4:00 p.m. Your incoming mail will be placed in your folder or mail tray.

L. **Expenses:** The client is expected to pay all expenses incurred in the course of representation. Occasionally, the office will have to pay to obtain documents or other materials needed to present the case, and the money cannot be obtained from the client in advance. In such cases, you must get your supervisor's approval (who may have to get further approval) before paying, or agreeing to pay for something.

To have a check prepared for the vendor to cover **case-related expenses**, fill out a "litigation cost request" for your supervisor's review.

To have a check prepared for the vendor to cover **non case-related expenses**, fill out a "purchase and/or service request" for your supervisor's review.

N. **Petty Cash:** To reimburse yourself for minor expenses (under \$10), speak with the person in your office who is in charge of the petty cash account. Don't forget to submit the receipt.

O. **Training:** Orientation and training sessions are held for summer law clerks beginning the Tuesday after Memorial Day. The training will cover interviewing clients, representing clients at administrative hearings, and an overview of housing, public benefits, and family law. Appropriate outside training paid for by BayLegal may be requested using the training request form.

P. **Library:** The Alameda County, Contra Costa and San Francisco offices have extensive library collections, although most continuing subscriptions have been converted to on-line Westlaw service. The Santa Clara, San Mateo and Marin/Napa County offices depend primarily on on-line access. A particularly good resource is the website of Legal Services of Northern California (www.lsn.net).

Q. **Attendance and Absences:** Because your clients (or supervisor) often need to speak with you on short notice, you are expected to be in the office during your assigned hours. Non-emergency absences must be approved beforehand by your supervisor. Call the receptionist if you will be late or absent; sign in at the reception desk when you arrive each day; and sign out when you leave the office.

R. **Supplies:** Available from secretarial staff.

S. **Work-Study Students:** Your work-study contract should be brought to your supervising attorney for forwarding to BayLegal's accounting office to be signed by the executive director. Time sheets can be signed by the supervising attorney or director of advocacy.

* * * * *

We hope your stay with us will be as rewarding to you as it will be beneficial to your clients. Please feel free to bring to our attention any problems or shortcomings you encounter here, suggestions for improvements, or comments on anything you particularly found enjoyable or educational. Thank you for your commitment to public interest law.

APPENDIX ONE
BAY AREA LEGAL AID
Board of Directors
Policy on Assistance to U.S. Citizens and Non-Citizens
(45 CFR Part 1626)

45 CFR Part 1626 is designed to ensure that recipients provide legal assistance only to citizens of the United States and eligible non-citizens. It is also designed to assist recipients in determining the eligibility and immigration status of persons who seek legal assistance

I. Assistance to United States Citizens

- A. Attestation of Citizenship:** BayLegal can represent a client who attests in writing that s/he is a citizen of the United States. Verification of citizenship is not required unless the program advocate has reason to doubt that the client is a U.S. citizen.
- B. If Verification of Citizenship is Required:** U.S. Citizenship is established
1. If the client submits an original, certified copy, or photocopy that appears to be complete, correct and authentic, of a (a) U.S. Passport; (b) Birth Certificate; Naturalization Certificate; (d) U.S. Citizenship Identification Card (INS Form 1-197); Baptismal Certificate showing a place of birth in the U.S. and a date of baptism within two months of the client's date of birth. The client may also submit any other authoritative document providing evidence of citizenship such as a document issued by INS, by a court or by any other governmental agency.
 2. If a client who does not have the above documentation produces a notarized statement from a third party, not employed by BayLegal and who can produce proof of the third party's U.S. citizenship, that the client is a U.S. citizenship.

II. NON-U.S. CITIZENS WE CAN ASSIST

BayLegal can assist the following classes of non-citizens:

- A. Lawful Permanent Residents (LPR)** admitted under 8 USC § 1101(a)(20).
- B. Conditional Permanent Residents** who (a) are married to, a parent of, or an unmarried child under 21 of a U.S. citizen, and (b) has filed for adjustment of status to Lawful Permanent Resident, which application has not been rejected.
Example: married women in the 24 month period between admission to the U.S. and adjustment of status to Lawful Permanent Resident.
- C. Refugees** granted admission, under the current refugee statute (8 USC § 207) or granted "conditional entry" before April 1, 1980 under the former statute. (former 8 USC 1153(a)(7))

This status must have been **granted**, not merely pending.

A refugee is one who cannot return to his/her home country because of "persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion."
(8 USC § 1101(a)(42))

- D. Asylees** granted admission (e.g., whose petition for political asylum has been granted) under 8 USC § 208. An immigrant whose petition is only pending is not LSC eligible.

- E. Immigrants present as a result of the **withholding of deportation** under 8 USC § 1253(h) because the immigrant's life or freedom would be threatened in the home country because of his/her race, religion, nationality, membership in a particular social group, or political opinion.

(The same essential criteria are used to weigh applications for the status of refugee, asylee and those to whom deportation has been withheld.)

- F. Citizens of the Commonwealth of the **Northern Marianas**, Republic of **Palau**, Federated States of **Micronesia**, or the Republic of the **Marshall Islands**; **Canadian-born American Indians** at least 50% Indian by blood; and Members of the Texas Band of **Kickapoo**.
- G. **Special agricultural workers (SAWs)** whose status is adjusted to temporary resident alien under the Immigration Reform Control Act (IRCA).
- H. **H-2 Agricultural Workers** admitted under 8 USC § 1101(a)(15)(h)(ii), but only with respect to wage, housing, transportation, and other employment rights arising out of the worker's employment contract.
- I. **Replenishment Agricultural Workers** admitted under § 210A(c) of the Immigration and Nationality Act.
- J. **Victims of Domestic Abuse (using non-LSC funds)** when the legal assistance given is directly related to the prevention of, or obtaining relief from, the abuse.

Abuse victims are those who have been battered or subjected to extreme abuse by a spouse or a parent, or by a member of the spouse's or parent's family residing in the same household as the non-citizen and (a) the spouse or parent consented or acquiesced to such battery or cruelty, and (b) the non-citizen did not actively participate in such battery or cruelty. Battery or extreme abuse includes but is not limited to, being the victim of any act or threatened act of violence, including any forceful detention, which results or threatens to result in physical or mental injury.

Directly related legal assistance includes securing housing, medical or income assistance for the abused individual and children so that they would no longer have to be dependent on the abuser.

III. NON-U.S. CITIZENS WE CANNOT ASSIST

BayLegal is prohibited from assisting non-citizens who are not LSC eligible, even if non-LSC funds are used. Those we cannot represent include:

- A. **"PRUCOL Immigrants" (Permanently Residing Under Color of Law):** Immigrants who do not come under any of the above categories listed in II(B), above, including:
 - 1. immigrants **paroled** into the country under 8 USC § 1182(a).
 - 2. Immigrants with **temporary protected status (TPS)**, e.g., allowed to live and work in the U.S. because of unsafe conditions in their home country, such as El Salvador and Lebanon in the 1980s; or Kuwait in the early 1990s.
 - 3. Applicants for lawful immigration status, e.g., those with pending applications for political asylum, adjustment of status as Lawful Permanent Residents (LPR), or for withholding of deportation.

4. Other individuals whom INS has permitted to stay in the U.S. indefinitely (e.g., granted a stay of deportation, voluntary departure or deferred action)
- B. **Amnesty Applicants** (In 1993-94, at the end of a five year period, these immigrants could seek adjustment of status to LPR).
- C. **Undocumented Immigrants**
- D. **Non-Immigrants** (e.g., non-citizens with tourist or student visas)

IV. VERIFICATION REQUIRED BY LSC REGULATIONS

- A. LSC regulations (45 CFR 1626.5) **require the production of INS documents** (either originals, certified copies, or photocopies that appear to be complete, correct and authentic) by a non-citizen client to verify his/her immigration status. Eligible immigrant status is established where the client having the appropriate status produces:
 1. **Lawful Permanent Residents:** "Green Card" (I-151 or I-551); "Temporary Evidence of Lawful Admission for Permanent Residence" (I-181B); or valid passport with an immigration visa.
 2. **Conditional Permanent Residents:**
 - a. A fee receipt issued by INS at the time the "Application for Status as Permanent Resident" is filed, copy of the "Application for Immigrant Visa & Alien Registration", or copy of "Application for Suspension of Deportation"; **plus**
 - b. a notarized statement that the document was filed with INS; **plus**
 - c. a copy of marriage, birth or adoption certificate verifying the immigrant's relationship as spouse, parent or child (under 21) of U.S. citizen **and** proof that the relative is a U.S. citizen; **or** copy of "Petition to Classify Status of Alien Relative for Issuance of Immigrant Visa" (I-130).
 3. **Refugees, Asylees or Conditional Entrants:** "Arrival/Departure Record" (I-94), stamped "section 207" or "Refugee"; "section 208" or "Asylum"; or "section 203(a)(7)" or "Conditional Entry."
 4. Immigrants present as a result of **withholding of deportation:** "Arrival/Departure Record" (I-94), stamped "section 243(h)" or an order or letter from and immigration judge stating that the Attorney General is withholding deportation.
 5. **Special Agricultural Workers:** "Temporary Resident Card" (I-688).
 6. **Other INS Documentation:**

"A recipient may also accept any other authoritative document issued by INS that provides evidence of alien status for [eligible immigrants]." 45 CFR 1626.5(b)(5). A list of acceptable INS documentation will be published annually by LSC in the Federal Register. INS documentation for particular immigration classifications are described and illustrated in the National Immigration Law Center's manual **Guide to Alien Eligibility for Federal Programs** (3d Ed., 1994).

- C. **Exception for Telephone Screening Clients:** Written verification of status is not required when the only service provided “is brief advice and consultation by telephone.” 45 CFR 1626.5(f).
- D. **Emergency Exception:** Under 45 CFR 1626.5(e), emergency legal assistance may be provided to an *eligible* citizen or non-citizen who has not verified his/her status. An emergency exists where immediate legal action is required to preserve a client's legal rights or position in circumstances involving the necessities of life, a significant risk to the health and safety of the client or immediate family members, or which arise because of new or unforeseen circumstances such as natural disasters or unanticipated changes in the law affecting large numbers of clients.
 - 1. **If it is not feasible for the client to come to office** or otherwise transmit documentation to BayLegal: “Such required information as can be obtained orally shall be recorded by the recipient and written documentation shall be submitted as soon as possible.” 45 CFR 1626.5(e)(1).
 - 2. **If client is present but cannot produce documents:** “he or she shall make a written statement identifying the category ... under which he or she claims eligibility and the documents that will be produced to verify that status; this documentation shall be submitted as soon as possible.” 45 CFR 1626.5(e)(2).
- E. Upon request from a person seeking legal assistance from BayLegal, an advocate shall furnish the person with a list of INS documents required by LSC regulations.

V. **Recordkeeping**

In each case accepted for assistance and not solely involving telephone intake, the client's case file shall contain a form indicating the client is a U.S. citizen or eligible non-citizen. If the client is an eligible non-citizen, the file shall contain a form indicating that eligibility has been verified or that emergency circumstances temporarily justify verification.

Record-keeping is **not** required regarding the immigration status of clients represented under the exception for domestic abuse victims.

NOTE: Recordkeeping requirement.

**APPENDIX TWO
BAY AREA LEGAL AID
2002-2003 INCOME GUIDELINES FOR CLIENT ELIGIBILITY**

Effective May 1, 2002 the following are our income guidelines for client eligibility:

Family Size	Maximum Annual Income	150% of* Maximum Annual Income	Maximum Monthly Income	150% of* Maximum Monthly Income	250% of Poverty (SF CHAP Healthy Families) Monthly Income
1	11,075	16,613	923	1,385	1,846
2	14,925	22,388	1,244	1,866	2,488
3	18,775	28,163	1,565	2,348	3,130
4	22,625	33,939	1,885	2,828	3,770
5	26,475	39,712	2,206	3,309	4,412
6	30,325	45,489	2,527	3,791	5,054
7	34,175	51,263	2,848	4,272	5,696
8	38,025	57,038	3,169	4,754	6,338

For each additional person add:

3,850	5,775	321	481	642
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- For LSC funded services use GROSS INCOME (pre-tax)

- For EMPLOYED CLIENTS residing in San Francisco use NET INCOME (after employer deductions) and designate a non-LSC funding source on your time sheet and time records.

- For CLIENTS OF THE SAN FRANCISCO CONSUMER HEALTH ADVOCACY PROJECT (“CHAP”) use GROSS INCOME (less applicable deductions) and designate a non-LSC funding source on your time sheet and time records.

- These guidelines do not apply for clients receiving assistance funded under grants which specify that financial eligibility will not be a criterion for receiving assistance (including HICAP and FHIP grants), OR for clients with incomes above LSC levels who are seeking needs based public benefits and assistance is funded by Private Funds.

* These 150% income levels are applicable to eligibility determinations (1) where the prospective client is “seeking legal assistance to secure benefits provided by a governmental program for the poor” (45 CFR 1611.4(a)(2), e.g., SSI, public housing, food stamps, etc.) or (2) where special factors listed at 45 CFR 1611.5 (b)(1) justify representing the prospective client. Note that 45 CFR 1611.5(b)(3)(A) requires that whenever these are considered you must also consider the factors listed at 45 CFR 1611.5 (b)(2).

“Maximum Annual Income” = 125% of poverty line. In the event that we decide to assist a person whose gross income exceeds 125% of the poverty line, that decision shall be documented and included in the eligibility slips of the client’s case management file. 45 CFR 1611.4(b).

No client whose income exceeds 150% of maximum monthly income can be assisted (187% of poverty line) unless (1) the client’s income is primarily committed to documented medical or nursing home expenses AND assistance has been approved by the Executive Director (45 CFR 1611.5 (b)(1)(B)), or (2) the client seeks the assistance of the Consumer Health Advocacy Project and has a gross income, less income disregarded by the Healthy Families Program, of up to 250% of the poverty line.

APPENDIX THREE-A
BAY AREA LEGAL AID
RETAINER AGREEMENT FOR LEGAL SERVICES

I. AUTHORIZATION

This Agreement is between _____ (hereafter **You/Client**) and **BAY AREA LEGAL AID (HEREAFTER BayLegal/we)**. By signing, **You and BayLegal** agree to all the terms and conditions contained in this **Agreement** authorize **BayLegal** to be your attorney under the terms and conditions set forth in this agreement to provide the following legal services:

II. BayLegal's DUTIES

A. Services

1. **BayLegal** will provide legal services only on the matter described above. We are not agreeing to be your attorneys in case your problem needs to go to a higher court or administrative level. You may request our assistance in going to a higher court or administrative level, but we are not obligated to provide further service under this Agreement. **BayLegal's** obligations under this Agreement end when we complete those services, when we terminate or withdraw from our representation as described in PART VI, below, or when **BayLegal** ceases to be a project of SFNLAF.
2. You agree to **BayLegal** assisting you even though federal law may limit the type and scope of legal services we can offer you to address your problem. These include, but are not limited to, restrictions on our ability to lobby governmental agencies on your behalf, to participate in a class action, or to challenge a welfare reform measure.
3. Any attorney or other employee of **BayLegal**, or our agents, can work on your case. The **BayLegal** staff person(s) directly handling your case during our representation may or may not be an attorney. Handling of your case, however, will be supervised by an attorney.
4. By signing this Agreement, **You** agree that **BayLegal** may consult with other attorneys as may be needed in your case. **BayLegal's** consultation will not create any obligation from **You** to the attorney(s) with whom we consult. If we believe that we can no longer provide you with appropriate assistance in your case, including because of federal restrictions on the services we can offer, you agree that we can refer your case to an attorney outside of **BayLegal**, withdraw from representing you, or to substitute, subject to your approval, an outside attorney for your **BayLegal** attorney.

B. Communication

1. **BayLegal** will attempt to keep **You** reasonably informed of the status of your case and advise **You** of important developments promptly and to the extent reasonably necessary to permit **You** to make informed decisions regarding your case.
2. **BayLegal** will return to **You** all documents that **You** provided us if you request them, but we may make and keep copies of those documents. **BayLegal** will also provide **You** copies of any documents we prepared on your behalf, if **You** request them.

C. **Client Trust Account**

1. **BayLegal** will process all money transactions concerning your case through a Client Trust Account which bears interest. Interest generated by this account goes to a fund that is distributed to nonprofit organizations providing legal services in California.
2. By this Agreement, **You** authorize **BayLegal** to receive on your behalf checks or other forms of payment made by other parties in satisfaction of your claims, whether by settlement or by judgment, and to distribute that money in accordance with the terms of that settlement or judgment, and this Agreement.
3. **You** understand that because we do not accept personal checks, all payments made by you to **BayLegal** must be by cashier's check or money order. We will always provide **You** with a receipt for all money transactions. At the close of your case, **BayLegal** will refund or pay to **You**, or distribute as you request in writing, all money remaining in your client trust account. **You** may ask us to return the money to **You** personally at our office, or we will mail a check in the appropriate amount to **You** at your last-known address by certified mail, restricted delivery, return receipt requested.

III. **YOUR (CLIENT'S) DUTIES**

A. **Communication**

1. **You** must make certain that **BayLegal** has your **current** address and/or telephone number and/or the name, address and/or telephone number of someone who can immediately contact **You**. **You** must tell us if these addresses and/or telephone numbers change. **You** must respond promptly to our telephone calls and/or correspondence. If **BayLegal** is unable to reach **You** promptly then we cannot make informed decisions about your case, nor send you documents in your case, and we may terminate our representation of **You** and withdraw from your case.
2. **You** must immediately notify **BayLegal** of any change in your income.
3. If the opposing party - whether a person or agency or business or that party=s attorney - contacts **You** in person or by telephone or by letter, **You** will only tell that party that **You** are represented by **BayLegal** and **You** will not talk to them further about your case. **You** will notify **BayLegal** immediately about this contact. **BayLegal** cannot effectively represent **You** if **You** communicate with opposing parties and/or their attorneys about your case.

B. **Cooperation**

You will cooperate fully with **BayLegal** in the preparation and handling of your case. Your cooperation must include:

1. promptly and honestly providing all information and papers requested by **BayLegal**;
2. attending scheduled appointments;

3. answering interrogatories and/or other requests made by the opposing party which we advise **You** that the law requires answering;
4. appearing at depositions and hearings or trial and testifying when requested by **BayLegal** or when we advise **You** that the law requires **You** to appear and testify;
5. consulting with **BayLegal** before accepting a settlement offer.

C. Costs and Payments

1. **You** are responsible for, and are required to pay, the costs necessary for your case. **BayLegal** has no legal obligation to pay these costs. In addition, if the other party wins, it may be able to obtain an order requiring **You** to pay *its* costs. **You** understand and agree that **BayLegal** has no obligation to pay or reimburse **You** for any costs awarded against **You**.
2. Costs can include, but are not limited to: court costs such as filing and jury fees, deposition transcript costs, translation fees, subpoenas, fees for witnesses, copying costs for copies of documents incurred by **BayLegal** or charged by other agencies or organizations; long-distance telephone charges, mileage and lodging expenses for witnesses or others working on your case; and any other expenses normally allowed by courts.
3. **BayLegal** may advance the payment of your costs in preparing your case. If **BayLegal** does provide the money for these costs, we have the right to deduct any and all these costs from any settlement received or court judgment awarded to **You**. **You** understand and agree that **BayLegal**'s right to this reimbursement continues even if **You** later terminate our representation of **You**. **You** also may be obligated to reimburse other expenses advanced by the court or other entities. If **You** do not recover any settlement or judgment award, **BayLegal** may waive your responsibility to reimburse **BayLegal** for the costs which we have paid on your behalf.

IV. SETTLEMENT OF CLIENT'S CASE

BayLegal may take all necessary and appropriate actions in providing legal services to **You**, including, but not limited to, entering into settlement negotiations. **BayLegal** will attempt to contact **You** and advise you of any settlement negotiations. **BayLegal** will not agree to a final settlement without **Your** express approval as long as **You** remain in contact with **BayLegal** and respond promptly to our correspondence. **You** understand and agree that if a settlement offer has been made by the other side and **you** fail to respond to **BayLegal**'s requests for communication, or **you** fail to notify us of your whereabouts, **BayLegal** may withdraw from representing **You** and if we do, we are not obligated to proceed further on **Your** behalf.

V. ATTORNEYS' FEES

A. Attorneys' Fees Claim

1. **BayLegal** will not charge **You** for providing legal services. Where permitted by law and **BayLegal**'s funding sources, however, the winning party can make a claim against the losing party for attorneys' fees, including the value of the time spent on the case by attorneys and other employees. **You** understand that we keep track of the time that we spend working on cases.
2. **You** agree that the reasonable attorneys' fee for your case is the standard employed by courts, which is normally the reasonable hourly rate for each **BayLegal** employee working on your case multiplied by the number of hours reasonably expended on your behalf, adjusted by other factors in some circumstances.

3. **You** agree that where permitted by law and **BayLegal's** funding sources, and in exchange for providing legal services to **You**, **BayLegal** may recover a reasonable fee for the services provided to **You** under this Agreement. However, **BayLegal** agrees that **You** are not personally liable for any debt for attorneys fees that this agreement creates, and will not be required to pay any money to **BayLegal** from your personal funds or property, or from any funds **You** receive as compensatory or actual damages in this matter. In satisfaction of this obligation, and if the law and **BayLegal's** funding sources so permit, **BayLegal** may only accept monies received as attorneys' fees from a third party. By signing this Agreement, **You** assign to **BayLegal** any claim **You** may have against the opposing party for attorneys' fees. **You** also authorize **BayLegal** (where permitted by law or **BayLegal's** funding sources to do so) or its co-counsel, on your behalf, to make a claim for attorneys' fees against the opposing party in any settlement negotiations, to apply to for a fee award, to accept and keep any fee awarded by a court or paid by an opposing party in settlement of your attorneys' fee claim.

B. Attorneys' Fees Claim By An Opposing Party

You understand that if the opposing party wins, it may have the right to seek a court order requiring **You** to pay its attorneys' fees (and/or costs), and may have the right to use legal processes to enforce that order. **You** also understand and agree that **BayLegal** has no obligation to pay, or to reimburse **You** for, any attorneys' fees awarded against **You**.

VI. TERMINATION OF BayLegal'S REPRESENTING YOU

A. BayLegal's Right to Withdraw

BayLegal may withdraw from and/or close your case, and/or refer you to an attorney outside of **BayLegal**, as may be appropriate under the circumstances, if:

1. **BayLegal** has completed the services provided in this Agreement, your case goes beyond the scope of this agreement, and/or **BayLegal** has reasonably determined that further representation would not benefit **You**;
2. **BayLegal** is not able to contact **You** despite reasonable efforts;
3. **BayLegal** experiences a decrease or termination of funding (**You** understand that **BayLegal's** funding is uncertain), or, due to our limited resources we find that continuing to assist or represent you will create substantial difficulty to **BayLegal**;
4. **BayLegal** determines that any one or more of the following has occurred or is occurring:
 - a. **You** have violated any of your duties described in Part III, above;
 - b. **You** have misrepresented or concealed material facts concerning the case, and/or **You** intend to give false testimony;
 - c. **You** direct us to file any paper or **You** insist on advancing a claim or a defense which we reasonably believe will subject **BayLegal** to unwarranted sanctions or penalties;
 - d. **You** refuse to obey a court order which we have advised **You** to obey;
 - e. Your case or claim lacks merit; or

- f. Your financial circumstances change making you ineligible for our services.

B. Your Right to Discharge BayLegal

You may request that **BayLegal** stop all further assistance to or representation of **You** and/or to withdraw from the case. **BayLegal** will comply with your request in a manner consistent with the Rules of Professional Conduct. **You** understand and agree that even if we are discharged from the case, **BayLegal** (if permitted by law) or its co-counsel may still be entitled to collect attorneys' fees and/or costs from a third party for the work that we performed on your case, as described in Part V, above.

VII. COMPLAINTS

If you have a complaint regarding the manner or quality of services being provided by a **BayLegal** staff member, you may ask the **BayLegal** receptionist for a grievance form and complain to the staff member's Supervising Attorney. If you are not satisfied with how your grievance is handled, you may complain by following the steps laid out in "Client Complaint Procedures," available from the receptionist.

BAY AREA LEGAL AID

(Casehandler's signature)

(Date)

(Client's Signature)

(Date)

Appendix Three-B

BAY AREA LEGAL AID

RETAINER AGREEMENT FOR LIMITED ASSISTANCE

On _____, 20____, I, _____
requested that Bay Area Legal Aid help me with my legal problem.

I understand that Bay Area Legal Aid has agreed to do the following on my behalf:

I understand that Bay Area Legal Aid has not agreed to help me or represent me in any way that is not stated above.

I understand that Bay Area Legal Aid will not settle my case unless I have already agreed to the terms of settlement. I agree not to talk to the other side's lawyers about this case, and will contact Bay Area Legal Aid if the other side's lawyers try to talk to me.

I understand that, if I am not satisfied with the services provided to me by Bay Area Legal Aid, I can ask any staff member for a copy of the Bay Area Legal Aid Client Grievance Procedure and follow the procedure to complain.

I understand that I will not be required to pay any attorney's fees to Bay Area Legal Aid.

I understand that Bay Area Legal Aid relies on the information I provide to decide how best to help me. All information I have provided Bay Area Legal Aid is true to the best of my knowledge.

I agree to pay the following costs:

I agree to keep Bay Area Legal Aid informed of my current address and telephone number.

CLIENT'S SIGNATURE DATE
BayLegal 1/2000 Retainer (Short Form)

Appendix Four

BAY AREA LEGAL AID CLOSING CASE MEMORANDUM

Summary of Problem and Resolution: _____

Have client funds been returned to client? Yes No (Circle One) If "No", explain: _____

If there has been adverse administrative or judicial decision and no further action will be taken by BayLegal was letter sent to client informing of right to appeal and filing deadline?

Yes No (Circle One) If "No", explain: _____

Has letter been sent to client informing of closing of case?

Yes No (Circle One) If "No", explain: _____

Date: _____

_____ (Advocate Completing this Memorandum)

BayLegal File No.: _____

Client's Name: _____