

RETAINER AGREEMENT FOR LEGAL SERVICES and CONSENT TO JOINT REPRESENTATION

Reki Clawthorne, Maya Bragt-Schafer, Nicholas Michaels, and Sarah Cummings (“Client”), and Marc O. Abplanalp, Staff Attorney on behalf of Student Legal Services (“SLS”) freely enter into this agreement for legal services:

1. **Fees and Expenses:** Client has paid the I.U. Student Activity Fee, a portion of which constitutes a retainer for SLS services, and which is the entire fee for legal services to be charged to Client. There may be additional charges for expenses including, but not limited to: court costs, police reports, copying, publication charges, state or other agency fees, and discovery expenses. No expense will be incurred without Client’s prior approval. Client will be responsible for the payment of any amounts a court orders Client to pay.
2. **Contact Information and Communication:** Client understands the obligation to keep SLS informed of all changes in Client’s contact information, including physical address, telephone number, and e-mail address, including during academic year breaks. SLS must be able to contact Client to discuss the case. Failure to maintain current contact information may be grounds for terminating representation if SLS is unable to discuss the case with Client. Client is aware their case and related legal matters, including court dates, may have to come before personal considerations such as vacations, school, or work. Client will promptly answer inquiries from SLS via the online client portal. SLS will promptly forward matters for Client’s consideration, will promptly address Client’s concerns regarding the case, and will provide Client with their legal intern’s office hours and other availability for in-person, e-mail, telephone, or Zoom consultations. Client will send a portal message or call prior to any scheduled appointment if Client is unable to attend the appointment.
3. **Confidentiality:** SLS will keep Client’s information confidential. If Client wants information to be shared with third parties such as parents or roommates, Client will provide SLS with written authorization.
4. **Settlement Authority:** SLS will not settle Client’s case without Client’s authorization or make any major decision about the case without consulting Client.
5. **Private Counsel:** Client is always free to consult with other counsel. Upon being notified other counsel has been retained, SLS will withdraw from representing Client and will forward information from Client’s file to Client’s new counsel upon request.
6. **Joint and Several Liability, Disclosure of Potential Conflict:** Client’s case involves multiple IU-Bloomington students who are parties to a joint and several liability lease. Because liability is joint and several, each of the student tenants is potentially responsible for the entire amount of rent and any other amounts claimed under the lease. Joint and several liability leases raise the possibility of a conflict of interest for SLS because the actions we take on behalf of one student may impact other students. When more than one tenant is a student, and the student tenants disagree about who owes what to the landlord, or to each other, their interests diverge. Because SLS cannot represent one student against another, if the student tenants’ interests under a joint and several liability lease become adverse, SLS must withdraw as counsel for all student tenants. The types of conflicts that could require SLS to withdraw include, but are not limited to, a desire by one student tenant to make a claim against another under the lease, a dispute among student tenants about how to divide or allocate proceeds or financial liability, or a disagreement about how, or whether, to proceed. If SLS must withdraw as counsel, we will provide referrals to outside counsel upon request.
7. **Joint Representation:** SLS believes it can effectively and ethically represent all student tenants in this matter without a conflict of interest arising. However, it is important Client understands and acknowledges that a presently unknown conflict may arise in the future. If such a conflict arises and cannot be resolved,

SLS must withdraw as counsel for all student tenants. If a student tenant opts to retain and proceed with outside counsel, or without counsel, SLS may continue to represent the remaining student tenant(s) if SLS reasonably believes it can ethically do so.

When one lawyer represents multiple clients in a matter, the attorney-client privilege that would ordinarily apply to communication between the lawyer and any of the commonly represented clients does not attach, so if a legal dispute arises between the commonly-represented clients, the privilege will not protect any such communication between the commonly-represented clients. Also, the lawyer has an equal duty of loyalty to each client, and each client therefore has the right to be informed about any information that is relevant to the subject of the representation. For this reason, the lawyer cannot withhold information from any commonly represented client(s) at the request of another commonly represented client.

8. **Consent to Joint Representation and Limited Waiver of Attorney-Client Privilege:** SLS has advised Client that the other student tenants must be contacted and informed of their eligibility for representation in this matter. To do so, SLS must disclose to the other student tenants enough details about Client's case to allow the other student tenants to give informed consent to joint representation. By signing below, Client consents to the disclosure of this information to the other student tenants listed herein, and consents to joint representation by SLS. Client understands that agreeing to joint representation now does not deprive them of the right to decide later to be represented separately.
9. **Attorney's Fees.** Client agrees to assist in every way allowed by law in the collection of any attorney's fees awarded to SLS against any opposing party in Client's case.
10. Students who are parties to the joint and several liability lease and may be jointly represented:

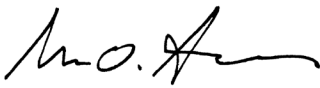
Reki Clawthorne
Nicholas Michaels

Maya Bragt-Schafer
Sarah Cummings

11. **SLS as Clinical Program.** Client understands part of SLS's mission is to train law students to be lawyers. Client agrees SLS may make reasonable accommodation for legal intern training in its handling of Client's case. Client understands SLS is a learning experience for legal interns and works for the larger Indiana University-Bloomington community as well as Client's individual interests.

Additional Terms Specific to this Case: _____

SO AGREED, this ____ day of _____ 2024.

s/ 

Staff Attorney, Student Legal Services

Client – Reki Clawthorne

Client – Nicholas Michaels

Client – Maya Bragt-Schafer

Client – Sarah Cummings

