

## REPRESENTATION AGREEMENT

This Representation Agreement (“Agreement”) represents the understanding between the Society of Indian Psychologists (collectively referred to as “Client”) and Wilson Sonsini Goodrich & Rosati (“WSGR”) concerning our representation of Client as *amicus curiae* in *Stephen C., et al. v. Bureau of Indian Education, et al.*, Case No. 17-cv-8004, filed in the U.S. District Court for the District of Arizona.

### 1. SCOPE OF REPRESENTATION

This Agreement sets forth the terms of Client’s retention of our legal services. Please read this Agreement carefully. It affects Client’s legal rights and obligations. If Client has any questions, Client should discuss them with us or seek another lawyer’s advice before signing this Agreement. Client is hiring WSGR concerning representation of it as *amicus curiae* in *Stephen C., et al. v. Bureau of Indian Education, et al.*, Case No. 17-cv-8004, filed in the U.S. District Court for the District of Arizona (the “Representation”). WSGR does not undertake any obligation to represent Client with regard to any other matter. WSGR will provide those legal services reasonably required to represent Client in the matter. WSGR will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

WSGR represents Client and not any affiliates or agents of Client by reason of this representation. WSGR does not represent any of Client’s parents, subsidiaries, employees, officers, directors, members or commonly owned corporations, partnerships or other entities. WSGR may represent another client with interests adverse to any such affiliate, person or entity without obtaining client’s consent.

This is the only agreement between Client and WSGR concerning WSGR’s representation of Client in this matter. In order for any other agreement to be effective it must be in writing and signed by all parties. Likewise, if Client wants WSGR to do any legal work for it on any other matter, WSGR will do so only after reaching a separate written agreement with Client concerning that work.

In undertaking the Representation, WSGR does not commit to provide representation at any subsequent stage of this matter. If the need for further representation arises, WSGR will determine whether to undertake that representation.

WSGR will have no obligation to provide legal services until Client returns a signed copy of the Agreement to WSGR.

### 2. PRIVILEGED COMMUNICATIONS

Client understands it is in Client’s best interest to preserve the confidentiality of all communications between Client and WSGR. If Client discloses such communications to third parties, Client jeopardizes the privilege. Therefore, we advise Client not to disclose Client’s communications with WSGR to third parties.

### 3. PRO BONO PUBLICO REPRESENTATION

WSGR will provide legal assistance to Client on a *pro bono* basis, i.e., without charging Client for attorney time.

#### **4. DISBURSEMENTS**

WSGR will not charge Client for any costs related to normal office operations or costs of service, filing fees, travel, express postage, transcripts, deposition costs, court reporters, computerized legal research and expert witness fees.

If attorneys fees, costs or other sanctions should be ordered against WSGR or against Client and in favor of the defendant in the lawsuit, payment of those attorneys fees, costs or other sanctions will be WSGR's responsibility, unless the attorneys fees, costs or sanctions were ordered because of Client's non-cooperation in the progress of this lawsuit, Client's withholding of information when asked, Client's misrepresentation of facts or circumstances, or other conduct on Client's part obstructing the fair and legal aims of the lawsuit. In such event, Client agrees that Client will bear sole responsibility for such sanctions and that WSGR will not be obligated to pay any portion thereof.

#### **5. RESPONSIBILITIES OF ATTORNEYS AND CLIENT**

WSGR agrees to keep Client apprised of developments and to consult with Client periodically so that Client has the information needed to ensure the timely, effective, and efficient completion of this matter.

Client shall be truthful and cooperate with WSGR. Client shall abide by the terms of this Agreement and keep WSGR advised of Client's address, telephone number and whereabouts. Client agrees to do everything necessary to help WSGR with the Representation. Further, Client agrees to provide WSGR with such factual information and documents as it requires to represent Client pursuant to this agreement, to advise WSGR of any changed circumstances relevant to the matter, and to make, in a timely fashion, any decisions and determinations needed to facilitate WSGR's work.

#### **6. WAIVER OF CERTAIN CONFLICTS OF INTEREST**

As discussed with Client, WSGR represents many other clients. During the time that WSGR is representing Client, some of WSGR's present or future clients might have a matter adverse to Client. Ordinarily, WSGR may not take on a new matter adverse to one of its current clients even if the new matter is completely unrelated to its work for the current client, without the current client's consent. Whenever a lawyer takes on a matter adverse to a current client, then the current client might believe that the lawyer is not loyal to the current client. As WSGR's client, Client is entitled to expect that WSGR will represent Client's interests fully and vigorously without regard to the interests of other clients and WSGR intends to do so. WSGR does not believe that being adverse to Client in an unrelated matter will affect WSGR's representation of Client in this matter in any way. By signing below, Client agrees and understands that WSGR may take on a matter adverse to Client while WSGR represents Client, provided that (1) WSGR does not work on any matter adverse to Client that is substantially related to past or present legal work WSGR has performed for Client; and (2) WSGR does not use or disclose any confidential information obtained in this Representation to or for the benefit of any client, absent Client's consent. Client agrees that WSGR need not notify Client of matters that it accepts adverse to Client so long as WSGR abides by these guidelines. If there is any type of work that another client might ask WSGR to perform in the future that is adverse to Client to which Client would object, then Client should not enter into this Agreement. If Client does object in the future to WSGR's representation of a client in a matter adverse to Client, then Client agrees that WSGR may at that time withdraw from continuing to represent Client in this Representation.

#### **7. TERMINATION OF REPRESENTATION**

Client is free at any time, by means of written notice, to discharge WSGR from representing Client, subject to any necessary court approval. If Client chooses to discharge WSGR by means of

written notice, WSGR will provide no further legal services nor will WSGR advance any further costs on Client's behalf after receipt of the notice. In such circumstances, WSGR is under no obligation to find replacement Counsel for Client, and Client will be responsible for finding new Counsel if Client wishes to continue with the matter.

WSGR reserves the right to terminate its representation of Client and to withdraw from this Representation at any time with Client's consent or at any time without Client's consent if it becomes legally or ethically proper for us to do so or if withdrawal can be accomplished without any material adverse effect on Client's interests and any necessary court approval has been obtained.

If Client discharges WSGR or if WSGR elects to withdraw, Client agrees that it will take all steps necessary to free WSGR from any obligation to perform further, including executing any documents necessary to complete the termination of the representation.

If Client does not request the return of Client's file, WSGR will retain Client's file for a period of five years after the Representation has been concluded. After that time, WSGR may have Client's file destroyed. If Client desires to have Client's file maintained for more than five years after Client's matter has been concluded, Client must take responsibility to make separate arrangements with WSGR.

#### **8. DISCLAIMER OF GUARANTEE**

Nothing in this Agreement and nothing in any statements of WSGR will be construed as a promise or guarantee about the outcome of this matter. WSGR makes no such promises or guarantees. WSGR's comments about the possible outcome of this matter are expressions of opinion only.

#### **9. AGREEMENT FOR BINDING ARBITRATION**

WSGR does not anticipate having any disagreements with Client about the quality or appropriateness of its services. However, if any concerns or problems arise, Client should notify WSGR immediately. WSGR will endeavor to resolve any disagreements in a fair and amicable manner, and WSGR is sure that we could do so.

**However, if we cannot resolve any dispute between us regarding our services through discussions with each other, then Client and WSGR agree that all such disputes shall be resolved through binding arbitration under the auspices of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") in Palo Alto, California, pursuant to the JAMS Streamlined Arbitration Rules and Procedures, with each party to pay its own costs, including attorney's fees, in such an arbitration. The arbitrator shall allow limited discovery to enable Client and WSGR to present its cases, but will be mindful of the parties' mutual desire to avoid the expense of the broad discovery typically allowed in civil litigation. We choose this procedure because it is less expensive and quicker than litigation, and it will allow us to resolve our disputes privately.**

**This Agreement is intended to apply to all disputes between Client and WSGR relating to WSGR's services or conduct, including any claim that WSGR's services were inappropriate, or were negligently rendered. This arbitration provision will survive termination of the attorney-client relationship between WSGR and Client. By signing this Agreement, Client and WSGR agree that neither can file a lawsuit or resort to court process regarding our disputes with each other, except to the rather limited extent that California law provides for judicial review of arbitration awards. This means we are each giving up our right to a jury trial.**

Client understands that the State Bar Act provides an attorney-client arbitration service for disputes over fees and costs. If WSGR and Client have such a dispute, which we do not anticipate, Client

can elect to have that dispute resolved in a State Bar arbitration. In the alternative WSGR and Client may agree, at the time the dispute arises, to submit it to JAMS for resolution.

**By signing this Agreement, Client signifies that it understands that it is free to consult with other counsel about the wisdom of agreeing to arbitration or to any other term of this Agreement before signing it, and that Client is voluntarily signing this Agreement.**

**10. INDEPENDENT COUNSEL**

Client understands its right to obtain, at its own expense, independent legal counsel regarding this Agreement or any aspect of this Action. Client's signature below indicates it has either sought such advice or waives the right to do so.

**11. COUNTERPARTS**

This Agreement may be executed in counterparts, and each counterpart shall constitute a binding agreement upon the part of each and all of the undersigned.

**12. SEVERABILITY**

If any provision of this Agreement is found by any court or government agency to be illegal, invalid or ineffective for any reason, it shall be severed and the remaining terms of this Agreement shall nevertheless remain in full force and effect.

**13. EFFECTIVE DATE**

This Agreement will take effect when Client has signed this Agreement, but its effective date will be retroactive to the date WSGR first performed services. Even if this Agreement does not take effect, Client will be obligated to pay WSGR the costs WSGR may have incurred for Client.

**By signing this Agreement below, Client acknowledges that Client has had the opportunity before signing it to consult about this Agreement with an attorney outside of WSGR. Client has determined that the Agreement, including Client's assignment of Client's right to attorneys' fees, costs or other expenses and the provision for binding arbitration, is fair and reasonable to Client.**

**AGREED TO AND ACCEPTED:**

**SOCIETY OF INDIAN PSYCHOLOGISTS**

Dated: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Dr. Gayle Morse  
Title: President

Dated: 7/26/17

By:  \_\_\_\_\_

Steven Guggenheim