

INSTITUTE FOR CONSTITUTIONAL ADVOCACY AND PROTECTION
GEORGETOWN UNIVERSITY LAW CENTER



January __, 2025

[name]
[role]
[church/organization]
[street address]
[state, city, zip]

Re: Terms of Engagement

Dear [name]:

This letter confirms that you are retaining the Institute for Constitutional Advocacy and Protection (ICAP) at Georgetown University Law Center to perform the following legal services: In the event that the Trump Administration rescinds the Department of Homeland Security’s “sensitive locations” policy restricting ICE’s authority to conduct immigration-related arrests in places of worship, ICAP will represent [church/organization] in bringing a lawsuit challenging that rescission.

NO FEE FOR SERVICES

ICAP will not bill you for any attorneys’ fees for the legal services described in this letter. ICAP will also pay for routine costs of litigation, such as filing fees, costs of discovery, and out-of-pocket attorney expenses.

You authorize ICAP and any co-counsel to seek, if appropriate, a court order awarding attorney’s fees and costs from Defendant(s). As part of a settlement of your claim, you may also have the option of demanding Defendant(s) pay ICAP and any co-counsel for its attorney’s fees and costs.

You agree that any attorney’s fees or costs awarded or obtained from Defendant(s) will be paid in full to ICAP, and/or any co-counsel who have been retained.

JOINT REPRESENTATION

In addition to you, ICAP may represent other individuals and organizations affected by the matter described above as co-plaintiffs in the litigation. ICAP’s concurrent representation of multiple clients could constitute a potential conflict of interest. You have a right to seek independent legal counsel in connection with the advisability of waiving any potential conflicts of interest, and you are entitled to a reasonable opportunity to do so.

In ICAP's opinion, because the potential clients in this matter currently share a common interest in pursuing the litigation described above, no actual conflict of interest exists at this time. If participating clients' interests diverge during the course of representation, further disclosure and waiver of the conflict, or withdrawal from representation, will be required. Should an actual conflict of interest develop among participating clients that cannot be resolved through disclosure and waiver of the conflict, ICAP shall decline to represent any client in any manner in connection with that dispute.

By signing this letter, you knowingly and voluntarily consent to concurrent representation by ICAP.

LIMIT OF SERVICES

ICAP's engagement is limited to the legal services described in this letter, and does not necessarily extend to other proceedings. Should you request ICAP to take further action with respect to this or any other matter, you will sign a separate engagement letter about the details of that representation, although if any services are performed in the absence of a new retainer agreement, with your express or implied consent, the terms of this agreement shall continue in effect.

ICAP may engage the services of another law firm to serve as co-counsel in this matter. Any co-counsel's engagement would also be limited to the legal services described in this letter and any engagement letter you may enter into with them separately. Unless you instruct otherwise, ICAP also may communicate or consult with other attorneys about this case or matter, including by sharing non-privileged information, when in ICAP's judgment such communication or consultation will further the goals of the representation.

CLIENT OBLIGATIONS

Because it is important that ICAP be able to communicate with you regarding this matter, you agree to promptly inform ICAP in writing of any changes in your relevant contact information.

You agree to be truthful and cooperative with ICAP and promptly provide any and all information known to you relevant to the lawsuit. You agree to cooperate fully in any proceedings in connection with the case, including but not limited to attending scheduled meetings and hearings, answering interrogatories, preserving and producing documents (including emails, texts, pay stubs, and the like) and appearing for depositions.

Sharing confidential or strategic information with anyone other than ICAP could jeopardize your and your attorney's ability to keep attorney-client communications confidential in future proceedings, and you agree that you will not share communications with ICAP with anyone outside of your organization.

MEDIA

By signing this letter, you agree not to communicate with the media or any third party about, and not to make public statements about, the case described in this letter without consulting with ICAP. You also agree to refer all press inquiries to ICAP.

Because your goals in retaining ICAP include making a broader public impact, you agree that ICAP may publicize this case and publicly share details about this litigation and the underlying facts. You also agree that ICAP may share information about its representation of you with donors and funders. You may revoke this permission at any time, or limit the scope of what is disclosed.

STUDENT PARTICIPATION AND SUPERVISION

ICAP is a part of Georgetown University Law Center. Student interns and students enrolled in a practicum taught by ICAP faculty and staff may assist in the investigation and research of factual and legal issues, preparation of documents, and all such other tasks, as appropriate and necessary, to assist ICAP in representing you. At all times, students' work will be supervised by ICAP attorneys. By signing this letter, you agree to the participation of law students in this matter, to the extent consistent with applicable student practice and court rules.

CONFIDENTIALITY

In retaining ICAP in this matter, you are entitled to confidentiality and the attorney-client privilege, which protects communications covered by the privilege from disclosure to third parties.

The sharing of any privileged or confidential information outside of the attorney-client relationship is not intended to waive any applicable privilege or protections. Any disclosure of information except in accordance with this agreement shall not constitute a waiver of the attorney-client privilege, attorney work-product protection, or any other applicable privilege, immunity, or legal protection.

As provided by the D.C. Rules of Professional Conduct, ICAP exercises reasonable care to prevent employees, students, and others whose services are utilized by ICAP from disclosing or using confidences or secrets, except as required by law. A broad interpretation of the D.C. Rules of Professional Conduct requires your informed consent, evidenced by your signature on this letter, regarding the nature of the educational work setting. ICAP does not anticipate any issues arising from this arrangement and advises all assisting students of their ethical duties to exercise due care and discretion, pursuant to the D.C. Rules of Professional Conduct.

TERMINATION OF REPRESENTATION

You may request that ICAP cease representing you in this case. If you so request, ICAP will comply with that request in a manner consistent with the applicable rules of professional conduct. ICAP may terminate this Agreement only pursuant to the applicable rules of

professional conduct. If this Agreement is terminated or ICAP's representation ends, ICAP will return or provide to you, on request, any hard copies of materials that you provide to ICAP and any relevant project files. ICAP will store any such files, if retained by ICAP rather than returned or provided, at its own cost for five (5) years, after which ICAP has the right to destroy the files.

CONSENT TO REPRESENTATION

Your signature below reflects that you understand and agree to the conditions of ICAP's representation. This agreement will be effective upon execution by the parties named below.

Sincerely yours,

[signature]

Kelsi Brown Corkran
Institute for Constitutional Advocacy and Protection
Georgetown University Law Center
Dated: January 21, 2025

AGREED:

[signature]

[name]

Dated: January ___, 2025