

JUSTICE BRIDGE


UMass Law

Justice Bridge Legal Center



Empowering New Lawyers to Deliver Quality, Affordable Legal Services to Clients of Modest Means

JUSTICE BRIDGE


UMass Law

Addressing the Challenges of Access to Justice

- 64% of eligible cases were turned away by civil legal aid programs in 2013 due to lack of funding
- 80% of family law applicants and 56% of housing law applicants were turned away from civil legal services in 2013
- The economic class in which the increase in unrepresented litigants is the highest: moderate income (65%)
- 61% of judges surveyed report that the ability of the court to provide equal justice to unrepresented litigants negatively impacted by pro se appearances



Source: Boston Bar Association Task Force Report, Investing in Justice (2014)

JUSTICE BRIDGE


UMass Law

Practice Areas of Greatest Need -- Percentage of Judges Reporting Problems Due to Lack of Representation

- Housing 61%
- Family Law 53%
- Consumer 50%
- Public Benefits 35%
- Prisoner Cases 18%
- Immigration 16%
- Other 16%



Source: Survey of State Court Judges in Boston Bar Association Task Force Report, Investing in Justice (2014)




Justice Bridge's Practice Areas:
Where Unmet Legal Needs Are the Greatest
 (often highest percentages of *pro se* representation):

- **Family law** (divorce, child support, guardianship)
- **Housing cases** (landlord-tenant disputes, evictions)
- **Probate, elder law** (wills, trusts)
- **Employment law** (discrimination, termination)
- **Immigration law**
- **Consumer law**, credit and debt consolidation
- **Social Security** disability appeals
- **Special education** (eligibility, IEP disputes)






Nuts and Bolts of Incubator Program

- A legal incubator with a current total of **14 incubator attorneys**, 7 attorneys in Boston office and 7 attorneys in New Bedford
- Staffed with **15 volunteer resident mentors** and one, essentially full-time director
- Attorneys **incorporate individually** and obtain their own malpractice insurance
- Attorneys pay **rent on a graduated scale**, beginning at \$200/month up to \$500/month
- **Justice Bridge provides** mentors, practical skills training, business coaching, low-cost tech and tech support, referrals, discounted memberships in bar associations, and networking opportunities
- **Prospects** referred by program are not eligible for free civil services, but cannot afford market rates (250-300% Federal poverty line in Boston; 200-225% Federal poverty line in New Bedford). Fees range from \$50 to \$100 per hour based on household income. Rates vary on work attorneys generate on their own.
- Referrals come from community partners
 - Legal services offices
 - State agencies
 - Community NFPs
 - Web site and on-line platforms, partners



Pursue Justice




Key Goal:
To Provide Legal Service Within People's Budgets

- Limited scope representation and one-time consultations
- Flat fee, payment plan pricing structures
- Early intervention/conflict avoidance programs
- Expedited mediations, conciliations, "partnering" w/other professionals, holistic approach
- Economies of scale for contract services
- Technology
 - Beta testing for commercial "small firm" practice module
 - Advertising/Marketing: JustiServ and Legal.io/LawGives
 - Connecting mentors and lawyers
 - Connecting clients and lawyers
 - Training modules, programs and webcasts



Pursue Justice

JUSTICE BRIDGE
UMass Law

Providing Resources to Assure a High Quality of Representation

- All representation is provided by recently licensed and insured attorneys in good standing, who consult with retired judges, senior attorneys in legal service organizations, and senior partners in law firms.
- On average, our **resident mentors** have over **30 years of legal experience**.
- We have **40 mentors** in total between our two office locations, 15 of whom appear in-residence on a regular basis and 25 who are available on an on-call basis.



Pursue Justice

JUSTICE BRIDGE
UMass Law

Resident Mentors in Boston

Lisa Bernt (employment, discrimination law)

Jerry Cohen (ethics, business litigation, mediations)

Nicki Famiglietti (family law)

Todd Kaplan (bankruptcy, housing, consumer law)

Hon. (ret.) Lloyd Macdonald (civil litigation)

Michael Mazurczak (employment law)

Stephen Oleskey (civil practice, business litigation)

Nicholas Ortiz (wage & hours, bankruptcy law)

Gerald Tutor (family law)

Kevin Walsh (housing law)

On-call Mentors in Boston

Bruce Bell (LGBT law)

Dan Cashman (immigration law)

Joe Casper (business, marketing)

Jason Cotton (wills, trust, real estate, corporate law)

Zoe Cronin (housing law)

Brian Flynn (unemployment benefits, insurance)

Michael Flynn (civil practice)

Hon. (ret.) Ed Ginsburg (family law, mediations)

Hindell Grossman (family law)

Monica Halas (unemployment benefits, insurance)

Richard Neumeier (ethics, insurance law)

Steven Striffler (bankruptcy)

Charles Wyzanski (civil rights, employment discrimination)

And the list is growing...



JUSTICE BRIDGE
UMass Law

Resident Mentors in New Bedford

- Gretchen Graef (family law)
- Hon. (ret.) Lloyd Macdonald (civil litigation)
- Doug McCormac (housing law)
- Candice McKenna-Imbach (family law/guardianship law)
- Holly Sanborn Dyer (family law)
- Hon. (ret.) Steven Steinberg (family law)
- Hon. (ret.) John Xifaras (civil litigation)

On-call Mentors in New Bedford

- Ryan BenHarris (social security law)
- Margaret Drew (family law, domestic violence)
- Elizabeth Duffy (guardianship law)
- Nina Froes (immigration law)
- Andrew Garcia (civil litigation, estate planning, business, marketing)
- Shepherd S. Johnson (environmental law)
- John Markey (municipal law)
- Val Ribeiro (immigration law)
- Glenn Russell (foreclosures, bankruptcy law)
- Irene Scharf (immigration law)
- Jane Warren (family law)

And the list is growing...



JUSTICE BRIDGE LEGAL CENTER

Program Requirements and House Rules

Overview. The Justice Bridge Program and office environment are guided by five general characteristics which should inform and influence everything that we do. We are professional, collaborative, considerate, welcoming and inclusive.

Program Requirements

Bar membership. Attorneys participating in Justice Bridge (“Access Attorneys” or “Access Attorney” or “member”) must maintain good standing membership in the Massachusetts bar. Access Attorneys must comply with all laws, rules and regulations required of attorneys, including all ethical obligations established by the Massachusetts Supreme Judicial Court and the Massachusetts Board of Bar Overseers. Further, the Access Attorney must organize his/her legal practice under the laws of Massachusetts as a Professional Corporation or other form of business organization acceptable to the Executive Director.

Fee. A monthly membership fee is required and must be paid by the ninth of the month. The amount of the membership fee is set forth in the participating attorney’s Service and License Agreement. A twenty-five dollar (\$25.00) late fee will be assessed if a membership fee is not paid by the fifteenth day of the month. All fees and charges must be made by check or money order payable to the University of Massachusetts Dartmouth, Attn. Controller 285 Old Westport Rd, N. Dartmouth MA. 02747. Following receipt of a check with insufficient funds, an Access Attorney may be required to make all future payments by cashier’s check or money order.

Malpractice Insurance. You are required to carry your own currently active professional liability/malpractice insurance with limits of at least \$250,000 per claim, \$500,000 aggregate. You must submit proof of malpractice insurance coverage before you will be allowed to occupy an office/desk area. Failure to maintain such malpractice insurance of at least the amounts stated will be grounds for termination from the Justice Bridge Program.

Execution of the Service and License Agreement. Each Access Attorney is required to execute the Service and License Agreement which provides, in part, that Access Attorney and Corporation shall be jointly and severally liable under the Agreement.

Training and Feedback. Access Attorneys are required to attend a majority of CLE’s offered by the program, especially certain key sessions on topics such as client billing practices and ethics in which attendance is mandatory. Access Attorneys must also provide responses to occasional surveys and participate in evaluations assessing various components of the program.

Business Referrals. While Justice Bridge has no direct control over the private practices of its member attorneys, it has developed standards and criteria for those who wish to participate in any of its access to justice initiatives. *Participating in the program does not guarantee any particular level of client or business referrals.* When determining which Access Attorneys will be selected for specific referrals, various factors will be considered. They include, but are not limited to the following: an individual's interest and competence in a particular area of law; participation in a majority of the program's training sessions; feedback from client evaluation forms and surveys; the availability of mentors to work with the particular attorney; the attorney's current caseload; the attorney's punctuality, full and pro-active responsibility, record-keeping, ability to multitask and timely responses to telephone calls, emails, other means of communication and requests.

Accepting, Declining or Terminating Representation. All fee agreements between Access Attorneys and clients must be in writing and must identify, *inter alia*, the specific scope of representation and the fees being charged for services. Attorneys declining representation must notify all prospective clients of this fact in writing. Attorneys must also notify all clients in writing when their services are completed and/or when the attorney/client relationship is being terminated.

Status Reports and Docket Control. A shared internet portal will be made available to all member attorneys for recording data and reporting on the status of cases referred to them by Justice Bridge. Access Attorneys should refer to this portal for checking potential conflicts of interest, recording important court deadlines and limitation periods, and identifying certain data required by Justice Bridge. The ultimate responsibility for docket control and scheduling, however, rests with the attorneys handling the matters involved.

Conflicts of Interest. All actual or apparent conflicts of interest should be reported to the Executive Director and to the clients or parties involved. All actual or apparent conflicts of interest should be disclosed in writing, and the consent of the clients or parties involved, if applicable, should also be obtained and expressed in writing.

Privacy and confidentiality. All communications in whatever form with prospective, current and/or former clients must be kept confidential. Please try to meet or speak with clients in a conference room or in a private office whenever possible. Do not repeat any confidential information that you may inadvertently learn.

House Rules

Office hours and security. Our office hours are generally 9:00 a.m. to 5:00 p.m. As an independent law firm, you may also make special arrangements to meet with clients by appointment outside regular program hours. If you are the last person to leave the office at night, turn off all lights in the area and use your elevator key to secure the floor until the next day. During winter hours, turn down the thermostat to 62 degrees, if you are the last to leave the incubator.

Utilities/telephone service. Heat, water, gas, electricity and air conditioning are included in your Membership Fee in Justice Bridge. Each Access Attorney is responsible for securing his/her own telephone service. The main line for the Justice Bridge program-related inquiries is 617-860-3414, and the fax number is 857-263-8881

Internet. Internet access is shared by all program Access Attorneys. You should not download or stream anything that is not related to your law practice. Please refrain from streaming non-essential videos or downloading large files during regular business hours.

Internet security. Access Attorneys should take precautions to safeguard their passwords to the office's shared internet portal. The "justice-bridge.org" email addresses assigned to member attorneys should be used on internal, inter-office communications only, and not on external emails to the public. Access Attorneys must use firewall protection, intrusion detection software and anti-virus systems to prevent unauthorized access to their computer systems and to the office's internet portal. Any breach of security must be reported to the Executive Director as soon as practicable.

Copier and fax. Please create a separate fax cover sheet for your law firm/PC. Collect both incoming faxes and copies sent to the shared, network printer in a timely manner. No one is responsible for delivering matter sent to our back-office to you. Be discrete with information when using our fax machine and network printer, mindful that they are located in an open common space. For large printing projects, please use a commercial copy center, such as the one located across from Batterymarch Street in Boston.

Courtesy and Grievances. Please follow basic rules of common courtesy, recognizing that your colleagues may be busy and need to focus on deadlines. In general, avoid loud conversations, noises and conduct that may distract others in this close environment. Discuss any complaints about office behavior with the individual directly involved. If that does not resolve the issue, speak with the Executive Director or Resident Director. Any grievances involving *clients* must be reported to the Executive Director as soon as practicable.

Cleanliness. Please keep your office/desk area tidy. Clean up after yourself when using common areas, especially with food and leftovers. Clean or replace any plates, cups or utensils and any office supplies (other than plain white copy paper) that you may use. Please take collaborative responsibility for trash removal. No one is hired to empty the trash, it is a responsibility that we all share collectively.

Conference room. The conference room is available on a "first come-first serve" basis. Reservations are necessary. Use the on-line calendar on the office's internet portal. Priority will be given to program events and guests.

Dress. Maintain professional dress while in the office during the work week when others, if not you, may be meeting with clients. "Business casual" is a minimum standard. The wearing of ties by men is preferable. Jeans, sandals/sneakers and revealing clothes are never acceptable.

Smoking. Smoking is not permitted in our offices.

Medical needs. For minor first-aid treatment, there is a kit in the kitchenette area. If someone requires medical attention, please call 911.

Extended Absence. If for any reason you plan to be out of the office for an extended period of time, please advise the Executive Director or Resident Director so that arrangements may be made to store your mail and any deliveries in your office/desk area and so you may be contacted in the event of an emergency.

Waiver policy. In exceptional circumstances, the Executive Director may temporarily or permanently waive any one or more of these rules in his/her sole discretion. Such waiver in favor of one Access Attorney shall not be construed as a waiver in favor of any others, nor shall it prevent the later enforcement of any policy or rules against any or all of the Access Attorneys.

Amendments. These rules and procedures are in addition to, and do not in any way amend, the terms and conditions of the Service and License Agreement. If there is a conflict between any of the terms stated in these rules and procedures and the Service and License Agreement, the terms stated in the Service and License Agreement shall prevail. Neither UMass Dartmouth nor the Executive Director is responsible to any Access Attorney for the nonobservance or violation of policies and procedures by any other attorney in the program.

Justice Bridge reserves the right to amend any of these rules and procedures which in the program's judgment may from time to time be necessary or desirable.

I have read and understand the requirements and rules listed above and agree to fully comply with each.

LICENSOR:

University of Massachusetts,
Dartmouth

Name: _____

Print Name: _____

Title: _____

LICENSEE :

_____ (Licensee Name)

Name: _____ (Individually)

Print Name: _____

Licensee **JOINTLY AND SEVERALLY WITH**

_____ (CORPORATE NAME)

(Authorized Corporate Signatory)

Printed Name: _____

Title: _____



JUSTICE BRIDGE LEGAL CENTER - FREQUENTLY ASKED QUESTIONS

1. **What is Justice Bridge?** Justice Bridge is an access-to-justice incubator or legal residency program. It provides quality legal representation to those who cannot afford traditional rates, while supporting recent law school graduates who wish to develop solo, small firm or non-profit practices.
2. **Who should consider applying?** Recent law school graduates interested in building practices that serve modest means clients should consider applying. Applicants must be members of the Massachusetts bar in good standing. They must also incorporate as Professional Corporations or comparable entities (a one-time, approximate \$500 expense), carry their own malpractice insurance, and pay monthly membership fees that help defray the program's expenses. The application deadline is Fri., Jan. 29, 2016.
3. **What are the benefits of membership?** Participants in the incubator receive shared, furnished office space in Boston or New Bedford, referrals of legal business, counseling from experienced mentors, discounts from vendors, practical business skills training, a comprehensive "boot camp" in Boston, use of a web site and access to a developing technological platform. The program tracks and monitors data on representation to determine the most efficient techniques for serving clients within their budgets.
4. **What is the term for participation?** Participants commit to a term of one year to eighteen months, and may be permitted to participate as associate members thereafter.
5. **What are the monthly membership fees?** Membership fees for participants in the program start at \$200 per month and increase on a scaled basis in successive months to a maximum of \$500 per month.
6. **Who are the clients?** Justice Bridge is developing a business niche among existing legal service providers and bar associations. Clients will generally have an annual income of 250-300% of the Federal poverty guidelines (approximately \$70,000 for a family of four). We expect these clients to pay consultation fees, modest retainer fees and a scaled average of \$50 to \$100 per hour for legal services.
7. **What areas of law will be practiced?** Members will represent clients in a wide variety of civil matters, including: family law, housing, probate, employment, consumer law, claims benefits, and immigration. The incubator will not, however, refer criminal law or contingency fees cases.
8. **May members handle their own cases while participating in the incubator?** Yes, members are encouraged to develop their own caseload from the start while also accepting legal work from the incubator. Experienced mentors train members to utilize technology and efficiency techniques for developing profitable, rewarding practices on their own.
9. **May members participate at both locations?** Yes, trainings and mentors will be available in both Boston and New Bedford. Members may be referred cases from both locations to maximize their participation in, and benefits from, the program.

Build your law practice on a solid foundation with Justice Bridge:

YOUR PROMISES:

You promise to pay monthly membership fees which are scaled over time, starting at \$200 per month to a maximum of \$500 per month after nine months.

You agree: 1) to attend a mandatory “boot camp”/orientation program in Boston from February 22, 2016 to March 4, 2016 comprising practical “how to” advice and simulations from expert practitioners, 2) to attend a majority of ongoing courses during the year, and 3) to participate in a peer mentoring program in your area(s) of practice.

You agree to follow up on assignments, accept some of the matters referred to you, report and track results, and comply with the program’s rules, including those summarized in the application form.

YOUR BENEFITS:

In return, you receive:

Daily access to over **40 mentors** with an average of over 30 years of legal/litigation experience, including: 5 retired judges and 16 mentors with regular, in-residence presence in our offices.

Access to professional, **furnished offices** and conference room space in two locations (downtown Boston and New Bedford).

Business referrals from a variety of sources, including: the Legal Advocacy and Resource Center (the Commonwealth’s largest legal referral source), Greater Boston Legal Services, South Coastal Counties Legal Services, and certain courts.

Community partnerships with a variety of bar associations and groups, including: the Massachusetts Bar Association, the Boston Bar Association, the ACLU, New Bedford Mayor’s Office, and the New Bedford Attorney General’s Office.

A start-up practical **skills training** program and ongoing CLE courses, including guidance in business skills, practice management, efficiency techniques, and trial and motion practice.

Free access for the duration of your participation in Justice Bridge to:

- *a shared Office 365 scheduling and conferencing portal
- *Lexis-Nexis legal research databases
- *a personal profile on Legal.io/LawGives, a law marketing site, and a link on our own optimized web site, www.justice-bridge.org
- *membership in the Social Law Library, one of the nation’s oldest and largest law libraries
- *webinars and CLE programs from Practising Law Institute, a leading professional law and business training organization since 1933, <https://pli.edu/>
- *a listing and online legal referrals from JustiServ, <https://www.justiserv.com/>
- *membership in the Boston Bar Association and free access to all of its Brown Bag lunch programs and other training sessions
- *membership in DirectLaw Basic, an interactive online law firm platform, <http://www.directlaw.com/>
- *membership in CaseManager, a leading mobile law-practice management tool, <http://www.casemanager.mobi/>



JUSTICE BRIDGE LEGAL CENTER

Schedule and Applicable Deadlines for 2016 Applicants

Applications accepted at UMass Law's Career Services Office	Dec. 28, 2015 – Jan. 29, 2016
Application deadline	Fri., Jan. 29, 2016, 5:00 p.m.
Interviews in Boston	Feb. 1-12, 2016
Acceptance notification sent	Feb. 15, 2016
Mandatory "boot camp"/ orientation session in Boston	Feb. 22- Mar. 4, 2016

For help with the application materials and/or preparing a business plan, please contact:

Attorney Andrew Garcia
Phillips Garcia Law
13 Ventura Drive
Dartmouth, MA 02747
508-998-0800 x111
agarcia@phillipsgarcia.com



AREAS OF LEGAL EXPERTISE

All the lawyers practicing at Justice Bridge® have graduated from law school and passed the Massachusetts bar exam. Areas of practice include:

- Bankruptcy & Collections
- Business Disputes
- Education Law (including special education, Chapter 766 appeals)
- Employment Law
- Family Law (including divorces and child custody disputes)
- Immigration Law
- Landlord & Tenant Disputes

Some of our attorneys are bi-lingual or multi-lingual. In addition to English, they can assist you in the following languages:

- Arabic
- French
- Portuguese
- Russian
- Spanish

JUSTICE BRIDGE® LEGAL CENTERS

67 Battery March Street
Lower Level
Boston, MA 02110-3110
617.860.3414
857.263.8881 (fax)
info@justice-bridge.org

257-259 Union Street
New Bedford, MA 02740-5947
508.449.9296
774.202.2214 (fax)
info@justice-bridge.org

Monday–Friday
9 am–5 pm
Walk-ins are accepted.

Justice Bridge® Legal Centers were developed by UMass Law to:

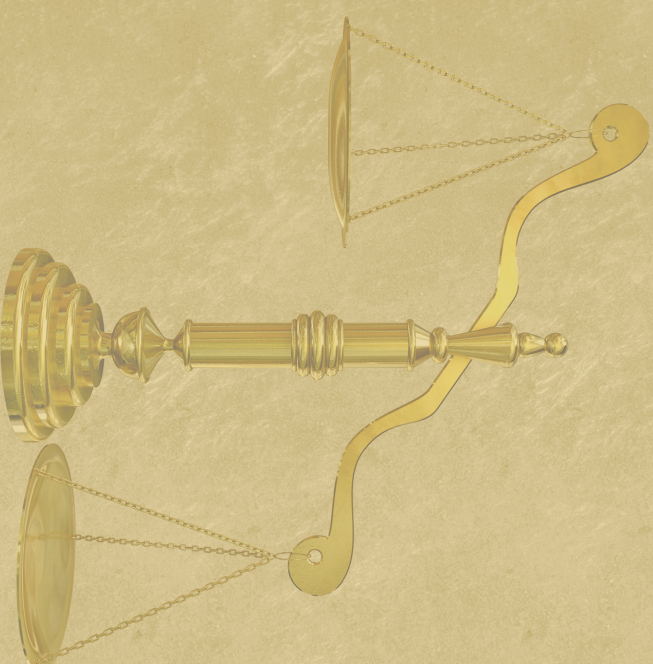
- enable new attorneys to launch their own successful small and solo practices by offering office space, technology, support staff and mentors as they develop their practices.
- provide discounted, quality legal help to individuals and small businesses to meet their needs, especially in matters involving housing, family law, debt consolidation and other civil cases.

This legal practice incubator, one of the first of its kind in the U.S., opened in 2014.



JUSTICE BRIDGE® LEGAL CENTER

PROFESSIONAL LAWYERS
WITH AFFORDABLE RATES FOR
PEOPLE WITH MODEST INCOMES



Affiliated with:





We believe the U.S. legal system was established to protect everyone's rights. That is why the lawyers who work with the Justice Bridge® Legal Center provide professional legal advice at reduced rates for people with modest incomes. We offer a range of legal expertise. We work with our clients to provide the best possible services at the best possible rates. Our lawyers are licensed, insured and in good standing.

“As the Commonwealth’s only public law school, UMass Law is deeply committed to improving access to justice. People facing foreclosures, eviction, or custody battles deserve the affordable, quality representation that Justice Bridge® is designed to provide.”

—Dean Mary Lu Bilek,
UMass School of Law



LEGAL REPRESENTATION

We can represent your interests in eastern Massachusetts at:

- Bankruptcy Court
- District Court
- Family Court
- Housing Court
- Immigration Offices
- Massachusetts Commission Against Discrimination
- Probate Court
- Small Claims Court
- State Appellate Courts
- Superior Court

All representation is provided by licensed and insured attorneys in good standing. They are mentored by retired judges, senior attorneys in legal service organizations and partners in law firms who serve in various cases as outside consultants.

AFFORDABLE SERVICES

Justice Bridge® aims to serve individuals and small businesses of modest means that do not qualify for free legal services and cannot afford market rates. We provide professional legal services at flexible rates based on your income.

Our attorneys use creative approaches to serve clients and remain within their budgets.

- Consultations
- Early intervention / conflict avoidance programs
- Fixed-fee services
- Limited-scope representation (including limited legal roles and special appearances)
- Mediations
- Online assistance

UMass Law - Justice Bridge Legal Center

Questionnaire – January, 2016

Where not asked otherwise, please rank on a scale of 1 to 5 (with 5 being the highest) the following:

Referrals of cases/business from legal service providers, bar groups, etc.:

Quality of the cases/clients being referred to you _____

Your interest in the practice areas being assigned to you _____

Amount of income generated for you from assigned cases _____

Experience with mentors:

Quality of advice/guidance _____

Convenience/accessibility _____

Comfort with _____

Experience with program director:

Quality of advice/guidance _____

Convenience/accessibility _____

Comfort with _____

Level of communication in program, generally _____

Office space

Quality of office space, furnishings _____

Quality of equipment _____

Conference room availability _____

General comfort, cleanliness, etc. _____

Which incubator office to you use primarily (check one)

Boston _____

New Bedford _____

Estimate the number of hours you anticipate using an incubator office each week in the future _____

(over, please)

Internal CLE program

Quality of presenters _____
Relevance of topics _____
Convenience of scheduling _____

How many programs did you attend in 2015 _____

What times would be most convenient for CLE programs in 2016

Mornings _____
Afternoons _____
Early evenings _____
Saturdays (half days) _____

What additional topics would like to see covered in the future _____

Which free resources/membership benefits have you used (check all that apply):

Legal.io/Law Gives platform _____
Lexis-Nexis research access _____
Access to Social Law Library and/or its databases _____
Practicing Law Institute's programs or webinars _____
Boston Bar Association membership and/or its CLE programs _____
JustiServ platform and web site _____
Direct Law platform and web site _____
CaseManager practice management tools _____

Identify the degree to which:

You have found the work professionally satisfying thus far _____
You feel you have learned new billing and practice techniques _____
You wish to serve moderate-means clients in the future _____
Participation has increased your confidence about developing an economically viable, post-incubator practice _____

In the remaining space below, please write any comments/suggestions that you may have for improving the incubator program in the future. Thank you!

**UNIVERSITY OF MASSACHUSETTS
SERVICE and LICENSE AGREEMENT**

**JUSTICE BRIDGE LEGAL CENTER
Terms and Conditions – New Bedford**

This service and license agreement (“Agreement”) is made, entered into this _____ day of _____ (the “Effective Date”), by and among the University of Massachusetts, Dartmouth, an institution of higher education and an agency of the Commonwealth of Massachusetts, with an address at 333 Faunce Corner Road, North Dartmouth, MA 02747 (“UMass Dartmouth” or “Licensor”), _____, with an address at _____ (the “Access Attorney” or “Licensee”), jointly and severally with _____ a Massachusetts corporate entity organized for the practice of law, with an address at _____ (the “Corporation”), individually a “Party” and collectively, the “Parties.”

Whereas UMass Dartmouth, aware of the community’s need for affordable legal representation and the increase in attorneys graduating from law school unable to obtain employment, desires to assist qualified recently graduated attorneys in obtaining employment while satisfying the community’s need for affordable legal representation;

Whereas, UMass Dartmouth School of Law wishes to establish a legal residency program for qualified recently graduated attorneys called “Justice Bridge;”

Whereas, UMass Dartmouth School of Law intends the Justice Bridge Program to operate as a post-graduate incubator program which will allow qualified recently graduated attorneys to serve the legal needs of the community with the assistance of legal guidance from experienced licensed Massachusetts attorneys and/or retired judges and receive entrepreneurial skills to eventually establish their own practice;

Whereas, UMass Dartmouth has entered into an agreement with Leonard F. Zandrow, Jr, as a consultant to facilitate the planning, development, implementation, launch, and management of the Justice Bridge Program (“Executive Director”) dated May 15, 2014;

Whereas the Executive Director in collaboration with UMass Dartmouth School of Law will, among other duties, develop a network of experienced licensed attorneys and/or retired judges who will mentor and assist in the supervision of the qualified recently graduated attorneys and develop referral sources for clients to be represented by these attorneys and manage the assignment of cases;

Whereas, UMass Dartmouth has entered into a Lease for the operation of the Justice Bridge Program; and

Whereas, the Access Attorney, desires to become a member of the Justice Bridge Program under the terms and conditions stated below.

Now Therefore, in consideration of the mutual provisions and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Nature of Agreement.** This Agreement is in two parts, one pertaining to certain specified Premises located in Boston and another pertaining to certain Premises located in New Bedford, Massachusetts. The two parts, memorialized in separate similar documents, should be construed together as constituting one Agreement that governs the rights and obligations of the respective parties for the combined use of the two Premises involved.

2. **Services.**

- A. UMass Dartmouth under its Lease will provide the following services to the Access Attorney under the Justice Bridge Program which shall be facilitated and implemented by the Executive Director.
 - (i) 24-hour access to the shared office space with security access cards/fobs and/or keys for the Premises as the term “Premises” is defined in Exhibit 1.
 - (ii) Nonexclusive access to two conference rooms (“first-come, first-served” basis), subject to the priority use by UMass Dartmouth and/or the Executive Director.
 - (iii) Access to shared telephone service, telecopier, facsimile transmission machine, scanner services, printer, and plain white paper for photocopying.
- B. The Executive Director will provide; but not limited to the following services to Access Attorney under the Justice Bridge Program.
 - (i) Client referrals from legal service providers and/or other groups in varied areas of law. Criminal referrals will not be made under this membership. The referral sources may be in any one or more of the below areas of law.
 - Family law: divorce, child support, guardianship
 - Housing cases: landlord-tenant disputes, evictions
 - Probate, elder law: wills, trusts

- Employment law: discrimination, termination
 - Immigration law
 - Consumer law
 - Credit and debt consolidation, bankruptcies
 - Social Security disability appeals
 - Special education: eligibility, Individualized Education Program (“IEP”) disputes
- (ii) Access to experienced licensed attorneys and/or retired judges who have worked in varied legal practice areas and are available to provide guidance through the various stages of a case.
 - (iii) Scheduled professional development program activities to assist in the development of professional legal and business skills, professional values, and judgment in the practice of law.
 - (iv) Access to online legal research services and a hosting portal, including the availability of high-speed internet access at the Premises.

3. **Access Attorney Responsibilities.**

The Access Attorney understands and acknowledges that membership in the Justice Bridge Program is contingent upon; but, not limited to complying with the following terms and conditions.

- (a) Completion and subsequent acceptance of the initial application by UMass Dartmouth School of Law.
- (b) Member of the Massachusetts Bar in good standing.
- (c) Access Attorney has organized his/her legal practice in the Commonwealth of Massachusetts as a Professional Corporation or other form of business organization acceptable to the Executive Director.
- (d) Purchase and maintain during the term of this Agreement sufficient professional liability insurance with at least \$250,000 per claim, \$500,000 aggregate and general liability insurance.
- (e) Payment of monthly membership fees to UMass Dartmouth in accordance with the schedule set forth in the attached Exhibit 2 for the services and office space(s) provided under the Justice Bridge Program.
- (f) Maintain the personal work area(s) involved in a clean and reasonably good working condition.

- (g) Not make any alterations, repairs, additions, or improvements (“Alterations”) to the Premises.
 - (h) Use of the Premises only as permitted under this Agreement in accordance with the membership of the Justice Bridge Program. The Premises shall not be used in any way that is contrary to federal or Massachusetts law or ordinances.
 - (i) Comply with the requirements set forth in this Agreement.
4. **License.** UMass Dartmouth has entered into a lease dated January 21, 2015 for the operation of the Justice Bridge Program located at 257-259 Union Street, New Bedford, MA 02740 as provided in attached Exhibit 1, (the “Lease”). UMass Dartmouth School of Law as Tenant under the Lease, grants Access Attorney a non-exclusive right to use a certain suite of furnished offices located at 257-259 Union Street, New Bedford, MA 02740 including the following shared areas, furniture and systems: conference rooms, small reception area, computer network access, telephone system access and certain common space, as generally depicted in the attached Exhibit 3, (the “Premises”). Access Attorney acknowledges and agrees that Access Attorney has no rights of a tenant in the Premises. Access Attorney occupies the Premises as a Licensee. UMass Dartmouth, the Licensor under this Agreement, shall remain the Tenant under the Lease with all rights of tenancy as provided under the Lease.
- Access Attorney agrees to use the Premises in accordance with the terms and conditions of this Agreement; any additional rules and regulations set forth by the Landlord and provided to Access Attorney during the term of this Agreement; and the requirements of the Justice Bridge Program and House Rules, as set forth in Exhibit 4 (“Justice Bridge Program and House Rules”), as may be amended.
- Access Attorney’s rights of use exist for the duration of UMass Dartmouth’s lease with the Landlord and for any successive leases or alternative, reasonably comparable leases up to the end of the term specified in Paragraph 9 of this Agreement. Termination of a particular lease does not necessarily result in the termination of this Agreement.
5. **Services/Equipment Provided by Access Attorney.** Access Attorney acknowledges and agrees that Access Attorney shall be responsible for his/her own telephone and data services and other office equipment as well as supplies, systems, software, and utilities; including, but not limited to desktop computer, monitors and peripherals, laptop or similar portable computing devices, postage, and other mail and package delivery fees, couriers and photocopying services, transportation, and other equipment, supplies, systems, software and utilities that Access Attorney deems necessary for his/her legal practice, that do not adversely or unreasonably affect the use of the Premises and which the Executive Director approves.

Any personal property of Access Attorney located or remaining on the Premises shall be at the Access Attorney's sole risk, and UMass Dartmouth shall have no liability to Access Attorney with respect to such personal property, whether arising by reason of any casualty, damage, theft, loss or any other cause.

6. **Interruptions.** Neither UMass Dartmouth as tenant under the Lease, the Executive Director or the Landlord of the Premises shall have any liability (a) on account of any power losses, shortages, or any other interruption in the provision of any utilities not caused by the negligent acts or omissions of UMass Dartmouth, or Landlord or any other person(s) for whose actions Landlord is legally responsible, or by any person claiming by, through or under Landlord; or (b) from the necessity of Landlord entering the Premises for any of the purposes authorized in the Lease, or for repairing the Premises or any part thereof to the extent permitted under the Lease.

Access Attorney acknowledges that the Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Either Landlord or the Executive Director will make a reasonable effort to provide advance notice of any contemplated stoppage.

Access Attorney acknowledges and agrees that the Landlord, its tenants, Justice Bridge's subtenants, and/or its agents need, and have the Access Attorney's permission, to enter the Premises on a regular basis in order to access certain utility closets, storage areas and other offices also located on the Premises.

7. **Confidentiality and Professional Responsibility Obligations.** Access Attorney acknowledges and agrees that neither the Executive Director nor UMass Dartmouth, its employees, directors, consultants and/or agents is providing legal services to any of Access Attorney's clients. Access Attorney understands and agrees that none of the services provided under this Agreement, or advice provided by UMass Dartmouth, or the Executive Director under this Agreement, is intended by the Parties as providing legal services to Access Attorney's clients.

Access Attorney shall at all times be responsible for safeguarding the confidentiality of:

- (a) all communications with all prospective, current and former clients; and,
- (b) all records pertaining to any prospective, current and former clients.

Access Attorney shall not cause any other access fellow, the Executive Director, UMass Dartmouth, or any other individual occupying the Premises to violate the confidentiality obligations to prospective, current and former clients of other lawyers or access fellows on the Premises, or take any action to obtain or access any such confidential information of any other access fellow's prospective, current and former clients.

8. **Client Referrals or Business Referrals.** For the purposes of the Justice Bridge Program a Client or Business Referral shall mean extending the opportunity to legally represent an individual or entity who is seeking legal advice which is provided to the Access Attorney by the Executive Director. It is not a guarantee that the individual or entity will hire the Access Attorney for legal services. Access Attorney understands and agrees that participating in the Justice Bridge Program does not guarantee any particular level of client or business referrals. If Access Attorney does not receive a referral within six (6) weeks or is dissatisfied with the referrals received, then Access Attorney's sole remedy at law or at equity is to terminate this Agreement by giving written notice to the Executive Director at least ten (10) calendar days prior to the effective date of termination stated in the notice. Upon termination, Access Attorney shall at once surrender possession of his/her portion of the Premises to UMass Dartmouth, and UMass Dartmouth may immediately, and without further notice, and at any time thereafter, remove all persons and all or any property from the Premises, by any suitable action or proceeding at law, or by force or otherwise, without risk of any liability. Access Attorney shall be reimbursed any prorated amount from Access Attorney's monthly fee.

Access Attorney Fee Agreements.

Access Attorney agrees to insert the following provision in all fee agreements entered into with a client and Access Attorney while Access Attorney is participating in the Justice Bridge Program.

"The Client named herein is entering into this agreement solely with Attorney _____ (*attorney name*) and no other party. The Client acknowledges and agrees that neither the Commonwealth, the University of Massachusetts, the University of Massachusetts-Dartmouth, the University of Massachusetts Dartmouth School of Law, their Trustees, Officers, employees, servants, or agents; Justice Bridge Legal Center nor its Executive Director, mentors and agents (collectively "University/Justice Bridge") are (1) parties to this agreement; (2) representing Client in any capacity; or (3) providing Client any services (legal or otherwise) under this agreement. Further Client acknowledges that _____ (*attorney name*) is not an employee, servant, agent, contractor, affiliate or partner of the University/Justice Bridge. Client agrees to look to _____ (*attorney name*) and not to University/Justice Bridge for any claims arising out of or related to Client's representation or the provision of legal services rendered by _____ (*attorney name*) under this engagement."

9. **Term.** The term of this Agreement shall be for eighteen (18) months, with an option for six (6) additional months beginning on _____ and ending on _____, (the "Term"). Any extension of this Agreement beyond the Term shall require an amendment to this Agreement.

10. **Fee.** The Fee for participation in the Justice Bridge Program is set forth in a schedule attached as Exhibit 2.

The Fee shall be due monthly, in advance on the ninth (9th) day of each successive month during the Term hereof, without notice or demand. The first payment shall start after the first month of the Term, and shall be due on or before _____. Each subsequent payment shall be due on the ninth day of each month thereafter. In the event Access Attorney occupies the Premises for less than a month, the Fee for any fractional month shall be prorated based upon the number of days within that month.

11. **Permitted Use.** The Premises shall be used by an Access Attorney for the purposes of conducting his/her law practice and participating in the Justice Bridge Program under the terms and conditions of the Justice Bridge Program. The Access Attorney acknowledges and agrees that its use of the Premises shall be non-exclusive and that UMass Dartmouth shall have the right to allow others to use the Premises, including lawyers. The Access Attorney shall comply with all present and future laws, ordinances, requirements, rules and regulations of governmental and regulatory authorities having jurisdiction pertaining to the operation of the Access Attorney's legal practice and to any and all policies of UMass Dartmouth. Access Attorney will not damage or commit waste at the Premises, and shall be responsible for the repair of any damage that occurs as a result of the Access Attorney's use thereof. Access Attorney shall not have the right to materially alter any portion of the Premises in any respect.

No dangerous substances shall be located on the Premises. Access Attorney shall neither conduct nor allow any activity or condition on the Premises that is unlawful or that, in the Executive Director's reasonable judgment, increases the risk of harm to any person, Tenant or other occupant of the Premises or building.

12. **Assignment and Subletting.** Any assignment or subletting, or attempted assignment or attempted subletting, of any portion of the Premises by Access Attorneys is prohibited. Access Attorney as a Licensee shall not mortgage, pledge, assign, transfer, encumber, sublicense, or grant a license with respect to any interest in this Agreement or in the Premises.
13. **Indemnity.** Access Attorney and Corporation ("Indemnitors") shall jointly and severally defend, indemnify, and hold harmless, the Commonwealth, the University of Massachusetts Dartmouth, its officers, directors, servants, employees, agents, and contractors from and against any and all claims, actions, damages, liability, third party claims and expenses (including reasonable attorney's fees and court costs) arising out of or resulting from the occupancy or use by the Indemnitors of the Premises caused wholly or in part by any act or omission of the Indemnitors, its agents, servants, contractors, employees, clients, invitees or guests.

Access Attorney shall occupy the Premises at his/her own risk. UMass Dartmouth shall not be liable to Access Attorney or to those claiming by, through or under Access Attorney for any damage to the Premises or for any injury or damage to persons or property that results from any latent or apparent defect or change of condition in the Premises or any crime, accident, natural disaster, water source, or any other cause.

Access Attorney and Corporation shall be liable for all costs, expenses, liabilities, and reasonable attorney's fees that may be incurred by UMass Dartmouth in enforcing the terms of this Agreement. Any claim by Access Attorney or Corporation against UMass Dartmouth shall be limited to UMass Dartmouth's leasehold interest in the Premises. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

Access Attorney Client Representation.

Access Attorney and Corporation ("Indemnitors") shall jointly and severally defend, indemnify, and hold harmless, the Commonwealth, the University of Massachusetts, the University of Massachusetts Dartmouth, the University of Massachusetts Dartmouth School of Law, their officers, directors, servants, employees, agents, mentors and contractors from and against any and all claims, actions damages, liability, third party claims and expenses (including reasonable attorney's fees and court costs) arising out of or resulting from any claim attributable to Access Attorney's representation of client(s) or the provision of legal services.

14. **Termination.**

- (a) Without Cause. This Agreement may be terminated without cause by the Access Attorney or UMass Dartmouth by giving written notice to the other at least sixty (60) calendar days prior to the effective date of termination stated in the notice. Upon termination without cause, Access Attorney shall at once surrender possession of his/her portion of the Premises to UMass Dartmouth, and UMass Dartmouth may immediately, and without further notice, and at any time thereafter, remove all persons and all or any property from the Premises, by any suitable action or proceeding at law, or by force or otherwise, without risk of any liability.
- (b) Default. In the event that the Access Attorney defaults under this Agreement or causes a default by UMass Dartmouth under any agreement between UMass Dartmouth and any third party, then UMass Dartmouth, at its option, may terminate this Agreement by written notice to Access Attorney, or pursue any other remedies for default available to it at law or in equity.

Upon UMass Dartmouth's termination of this Agreement pursuant to the above paragraph, Access Attorney shall at once surrender possession of

his/her portion of the Premises to UMass Dartmouth, and UMass Dartmouth may immediately, and without further notice, and at any times thereafter, remove all persons and all or any property from the Premises, by any suitable action or proceeding at law, or by force or otherwise, without risk of any liability. If Access Attorney breaches any of the provisions in this Agreement, UMass Dartmouth shall be entitled to obtain specific performance and shall be further entitled to obtain any other remedies which it may have at law or in equity.

15. **Notices.** All notices to be given under this Agreement shall be effective upon receipt when mailed to the addresses set forth in the opening paragraph.
16. **Surrender.** Personal property remaining in the Premises after the expiration of this Agreement may be stored by UMass Dartmouth, with all costs associated with such storage being borne by the Access Attorney, or, if ten (10) days' prior notice is sent to the Access Attorney, UMass Dartmouth Law School may dispose of such property in such manner as it may elect, and it shall not be accountable for any proceeds of such disposition.
17. **No Waiver of Rights.** No failure of UMass Dartmouth to exercise any right under this Agreement or to insist upon strict compliance by Access Attorney with its obligations, and no custom or practice of the parties at variance with the terms of this Agreement shall constitute a waiver of UMass Dartmouth's rights to demand exact compliance with the terms of this Agreement.
18. **Governing Law.** The laws of the Commonwealth of Massachusetts shall govern the validity, performance and enforcement of this Agreement.
19. **Entire Agreement.** This Agreement, Exhibits 1, 2, 3, and 4 which are incorporated herein and made a part hereof and any other attached exhibits incorporated into the Agreement through a written amendment by the Parties, sets

forth the entire understanding between the Parties. Any prior or contemporaneous conversations or writings are merged herein. No provision in this Agreement can be waived or amended except by a writing signed by the party against whom enforcement of such waiver or amendment is sought.

IN WITNESS WHEREOF, UMass Dartmouth and the Access Attorney have executed this Agreement as of the date written above.

LICENSOR:

**University of Massachusetts,
Dartmouth**

Name: _____

Print Name: _____

Title: _____

LICENSEE:

_____ (*Name of Licensee*)

Name: _____ (*Individually*)

Print Name: _____

LICENSEE JOINTLY AND SEVERALLY WITH

_____ (*CORPORATE NAME*)

(*Authorized Corporate Signatory*)

Printed Name: _____

Title: _____