

Limited Scope Representation: A Practical Guide for Expanding Your Practice

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Introduction

The Arkansas Access to Justice Commission and its Self-Represented Litigant Task Force crafted changes in the Arkansas Professional Conduct Rules in an effort to implement the Commission's plan for addressing significant growth of self-representation in Arkansas. A growing number of states had already enacted changes similar to the changes proposed by the Task Force. Alabama, California, and Colorado are among the states that have made changes to their court rules to allow for attorneys to provide Limited Scope Representation (LSR), or "Unbundling", of the legal services.

LSR, or unbundling, allows for a client to hire an attorney to assist in a limited scope and manner with regard to specific elements of the client's legal matter. This includes matters such as legal advice, document preparation, document review, or limited appearances on behalf of the client. The attorney and client enter into an agreement with specific tasks identified that the attorney will complete or assist the client with. This includes the fee or rate the client will pay for those services as well.

LSR allows the client to only pay for the legal help she/he needs and may not have otherwise been able to afford. LSR is also beneficial for attorneys who can earn fees they may not have otherwise been able to and build a client base from an untapped market. Finally, LSR will benefit Arkansas Courts through better prepared pleadings and self-represented litigants.

The proposed changes the Task Force suggested were enacted by the Arkansas Supreme Court in two rounds. The first changes were made in May of 2016 and affect the following rules: Arkansas Rules of Professional Conduct 1.2, 4.2, and 4.3. Additional rule changes occurred in December 2017 and affect the following rules: Arkansas Rules of Civil Procedure 11, 64, and 87. Some attorneys may be skeptical of offering LSR services, and this guide will help shed light on concerns those attorneys may have. This guide includes attorney client forms and risk management materials that are modeled after those created by Sue Talia for the Alabama LSR program.

What follows will guide you through the enacted changes, their effects, and what an attorney who provides LSR services should do to ensure compliance with the rules. The next section will provide some sample forms that may be used when providing LSR, and suggestions for tailoring LSR to fit your practice.

Disclaimer: This toolkit is only a guide for attorneys. What follows is information which can be used by practitioners interested in limited scope representation, this toolkit does not constitute legal advice. Each attorney has a professional obligation to use their independent judgement and to act with competence when handling matters.

*The rules which follow are for discussion purposes only. They may not contain all reporter's notes contained in the official version of the rules and may differ in other respects. You should review an official, current copy of these rules before offering limited scope representation. In the version of the rules found below additions are noted with underlining and deletions are noted with ~~strikethroughs~~.

Arkansas Rule of Professional Conduct 1.2

Rule 1.2. Scope of Representation and Allocation of Authority Between Client and Lawyer.

(a) Subject to paragraphs (c) and (d), a lawyer shall abide by a client's decisions concerning the objectives of representation, and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.

(b) A lawyer's representation of a client, including representation by appointment, does not constitute an endorsement of the client's political, economic, social or moral views or activities.

(c) A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.

(1) The client's informed consent must be confirmed in writing unless:

(A) the representation of the client consists solely of a telephone consultation;

(B) the representation is provided by a lawyer employed by a nonprofit legal services program or participating in a program authorized by Rule 6.5 and the lawyer's representation consists solely of providing information and advice or the preparation of legal documents; or

(C) the court appoints the attorney for a limited purpose that is set forth in the appointment order.

(2) If the client gives informed consent as required by this Rule, there shall be a presumption that:

(A) the representation is limited to the attorney and the services as agreed upon; and

(B) the attorney does not represent the client generally or in matters other than those as agreed upon.

(d) A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent, but a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning or application of the law.

Rule 1.2 Explanation

The changes to rule 1.2(c)(1)(A)–(C) of the Arkansas Rules of Professional Conduct lay the foundation for the scope of LSR. First, section (c)(1) states that if LSR services are provided the attorney must get the client’s informed written consent. However, in sections (c)(1)(A)–(C) the changes would not require written consent to be obtained if:

- The representation of the client is a phone consultation;
- If the representation is by a lawyer employed or participating in a nonprofit legal program authorized in Rule 6.5, and the representation consists of information, advice, or document preparation; or
- The attorney is appointed by the court to provide limited services.

What this boils down to is that unless you work for a nonprofit legal organization or are volunteering with one or you provide a phone consultation, you are required to document in writing the LSR services you are providing. This change is crucial to both the attorney and the client so there is no doubt as to what services the attorney is providing. The best practice when offering LSR services is to not only put the agreement in writing, but to also have the client sign it.

The next change, section (c)(2)(A)–(B), explains the presumption that the attorney will only represent the client in the matters agreed upon. This presumption is important so that the attorney offering LSR services does not become trapped (along with Ark. R. Civ. P. 87 mentioned below) into representing or providing legal services not otherwise agreed to. Again, documentation of the specifics concerning the scope of LSR services is crucial.

Arkansas Rules of Professional Conduct 4.2 & 4.3

Rule 4.2. Communication with Person Represented by Counsel

(a) In representing a client, a lawyer shall not communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized to do so by law.

(b) A person to whom limited scope representation is being provided or has been provided in accordance with Rule 1.2(c) is considered to be unrepresented for purposes of this rule unless the opposing lawyer has been provided with a written notice of the limited-scope representation. If such notice is provided, the opposing lawyer shall not communicate with the person regarding matters designated in the notice of limited-scope representation without consent or authorization as provided by Rule 4.2(a).

Rule 4.3. Dealing With Unrepresented Person

(a) In dealing on behalf of a client with a person who is not represented by counsel, a lawyer shall not state or imply that the lawyer is disinterested. When the lawyer knows or reasonably should know that the unrepresented person misunderstands the lawyer's role in the matter, the lawyer shall make reasonable efforts to correct the misunderstanding. The lawyer shall not give legal advice to an unrepresented person, other than the advice to secure counsel, if the lawyer knows or reasonably should know that the interests of such a person are or have a reasonable possibility of being in conflict with the interests of the client.

(b) A person to whom limited scope representation is being provided or has been provided in accordance with Rule 1.2(c) is considered to be unrepresented for purposes of this rule unless the opposing lawyer has been provided with a written notice of the limited scope representation. If such notice is provided, the person is considered to be unrepresented regarding matters not designated in the notice of limited scope representation.

Rule 4.2 & 4.3 Explanation

The changes to rules 4.2 and 4.3 of the Arkansas Rules of Professional Conduct are both very similar to each other and basically perform the same task. The changes in this rule regard communication between the client and opposing party for attorneys providing LSR services. Both changes effectuate that unless notice is given as to the scope of representation being provided the opposing lawyer can communicate with the client on those matters (Rule 4.2); furthermore, the opposing party's lawyer shall not contact the attorney regarding any issues outside the scope of representation documented in the notice. This means that the opposing attorney can communicate with the LSR client directly about matters outside of those stated in the notice without violating these rules if notice is given.

Arkansas Rule of Civil Procedure 11

Rule 11. Signing of Pleadings, Motions, and Other Papers; Sanctions.

(a) *Signature.* Except as provided in Rule 87 of these rules, ~~Every~~ pleading, written motion, and other paper of a party represented by an attorney shall be signed by at least one attorney of record in his or her individual name, whose address shall be stated. A self-represented person shall sign his or her pleading, motion, or other paper and state his or her address and telephone number, if any. Except when otherwise specifically provided by rule or statute, pleadings need not be verified or accompanied by affidavit.

(b) *Certificate.* The signature of an attorney or party constitutes a certificate by the signatory that to the best of his or her knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:

(1) the pleading, motion, or other paper is not interposed for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;

(2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law;

(3) the factual contentions have evidentiary support;

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on belief or a lack of information;

(5) when a party's claim or affirmative defense may only be established in whole or in part by expert testimony, the party has consulted with at least one expert, or has learned in discovery of the opinion of at least one expert, who (i) is believed to be competent under Ark. R. Evid. 702 to express an opinion in the action and (ii) concludes on the basis of the available information that there is a reasonable basis to assert the claim or affirmative defense; and

(6) the pleading, motion, or other paper complies with the requirements of Rule 5(c)(2) regarding redaction of confidential information from case records submitted to the court.

(c) *Sanctions.*

(1) If a pleading, motion, or other paper is not signed, it shall be stricken unless it is signed promptly after the omission is called to the attention of the pleader or movant. If a pleading, motion, or other paper is signed in violation of this rule, the court, upon motion or upon its own initiative, shall impose upon any attorney or party who violated this rule an appropriate sanction.

(2) Sanctions that may be imposed for violations of this rule include, but are not limited to:

(A) an order dismissing a claim or action;

(B) an order striking a pleading or motion;

(C) an order entering judgment by default;

(D) an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the pleading, motion, or other paper, including a reasonable attorney's fee;

(E) an order to pay a penalty to the court;

(F) an order awarding damages attributable to the delay or misconduct;

(G) an order referring an attorney to the Supreme Court Committee on Professional Conduct or the appropriate disciplinary body of another state.

(3) The court's order imposing a sanction shall describe the sanctioned conduct and explain the basis for the sanction. If a monetary sanction is imposed, the order shall explain how it was determined.

(4) The court shall not impose a monetary sanction against a party for violating subdivision (b)(1)(B), on its own initiative, unless it issued the show-cause order under subdivision (c)(6) before voluntary dismissal or settlement of the claims made by or against the party that is, or whose attorneys are, to be sanctioned.

(5) A motion for sanctions under this rule shall be made separately from other motions or requests and shall describe the specific conduct alleged to violate subdivision (b). It shall be served as provided in Rule 5 but shall not be filed with or presented to the court unless, within 21 days after service of the motion, or such other period as the court may prescribe, the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected. If warranted, the court may award to the party prevailing on the motion the reasonable expenses and attorney's fees incurred in presenting or opposing the motion.

(6) On its own initiative, the court may order an attorney or party to show cause why conduct specifically described in the order has not violated subdivision (b). The order shall afford the attorney or party a reasonable time to respond, but not less than 14 days.

Reporter's Notes (2017): Subdivision (a) was amended to add, "Except as provided in Rule 87 of these rules," upon the adoption of Rule 87.

Arkansas Rule of Civil Procedure 64

(a) When additional counsel is employed to represent any party in a case, said counsel shall immediately cause the clerk to enter his or her name as an attorney of record in the case and shall also immediately notify the court and opposing counsel that he or she has been employed in the case.

(b) Except as provided in Rule 87 of these rules, A lawyer may not withdraw from any proceeding or from representation of any party to a proceeding without permission of the court in which the proceeding is pending. Permission to withdraw may be granted for good cause shown if counsel seeking permission presents a motion therefor to the court showing counsel (1) has taken reasonable steps to avoid foreseeable prejudice to the rights of the client, including giving due notice to the client, allowing time for employment of other counsel; (2) has delivered or stands ready to tender to the client all papers and property to which the client is entitled; and (3) has refunded any unearned fee or part of a fee paid in advance, or stands ready to tender such a refund upon being permitted to withdraw.

Reporter's Notes (2017): Subdivision (b) was amended to add, "Except as provided in Rule 87 of these rules," upon the adoption of Rule 87.

Arkansas Rule of Civil Procedure 87

(a) Permitted. In accordance with Rule 1.2(c) of the Arkansas Rules of Professional Conduct, an attorney may provide limited scope representation to a person involved in a court proceeding.

(b) Notice. An attorney's role may be limited as set forth in a notice of limited scope representation filed and served prior to or simultaneously with the initiation of a proceeding or initiation of representation, as applicable. Such notice shall not be required in matters where an attorney's representation consists solely of the drafting of pleadings, motions, or other papers for an otherwise self-represented person as provided in subdivision (c) of this rule.

(c) Drafting of Pleadings, Motions, and Other Papers.

(1) An attorney may draft or help to draft a pleading, motion, or other paper filed by an otherwise self-represented person. The attorney shall include a notation at the end of the prepared document stating: “This document was prepared with the assistance of [insert name of attorney], a licensed Arkansas lawyer, pursuant to Arkansas Rule of Professional Conduct 1.2(c).” The attorney need not sign that pleading, motion, or other paper.

(2) An attorney who provides drafting assistance to an otherwise self-represented person may rely on the self-represented person’s representation of facts, unless the attorney has reason to believe that such a representation is false or materially insufficient.

(d) Termination. The attorney’s role terminates without the necessity of leave of court upon the attorney’s filing a notice of completion of limited scope representation with a certification of service on the client.

(e) Service. Service on an attorney providing limited scope representation is required only for matters within the scope of the representation as set forth in the notice.

Reporter’s Notes (2017): This rule was added following 2016 amendments to Rules 1.2, 4.2, and 4.3 of the Ark. R. Prof’l Conduct that clarified the ethical responsibilities of attorneys who provide limited-scope representation.

Frequently Asked Questions

What is limited scope representation (LSR)?

Limited scope representation, sometimes called “unbundling,” allows a client and his/her lawyer to agree that the lawyer will provide limited services to the client. This means the lawyer will represent the client only in a certain area or task rather than representing the client for the entire scope of the legal matter. LSR can be either in-court (such as a specific court hearing) or out-of-court, such as drafting pleadings or coaching a client who will represent himself in court.

Is LSR authorized?

Yes. LSR has always been permissible under Rule of Professional Conduct 1.2. However, the enacted changes to Rules 1.2, 4.2, and 4.3 of the Arkansas Rules of Professional Conduct and Rules 11, 64, and 87 of the Rules of Civil Procedure have been adopted by the Arkansas Supreme Court to provide more detail and clarity regarding limited scope representation.

Who benefits from limited scope representation?

LSR can benefit clients, lawyers, and the courts. Clients get legal help they could not otherwise afford. Lawyers earn fees they would not otherwise have received. Courts benefit from better pleadings and better-prepared litigants.

How do lawyers benefit from LSR?

Lawyers gain access to a larger pool of clients who can pay some fees but cannot afford full service representation. Lawyers usually offer LSR services for an upfront flat fee, which eliminates the risk of non-payment. Most clients who choose LSR are choosing between LSR or no representation, but many lawyers report that clients sometimes opt for full representation once they have discussed their legal matter with a lawyer. LSR is also an additional way for lawyers to fulfill their ethical and professional duties to provide access to justice.

Can LSR be used in any situation?

LSR is not suitable for every legal matter. It is the lawyer’s responsibility to decide if LSR is suitable for a particular situation. The lawyer must ensure that the client understands the limits of the representation. The lawyer should also consider the ramifications of dividing tasks in the legal matter, the complexity of the legal matter, the client’s capabilities and limitations, and whether the opposing side will have full-scope representation.

What types of firm or lawyer should use LSR?

LSR can be used in many areas of legal practice and is particularly well-suited for use in family law. LSR can be beneficial for sole practitioners, new lawyers, and small firms that want to expand their practice and generate income through a non-traditional method.

Should I be concerned about legal malpractice if I use LSR?

Lawyers who carefully follow the rules governing LSR should not worry about committing malpractice. The rules were created to provide guidelines that will protect both lawyers and clients. The key to avoiding a LSR-related malpractice claim is to have a clear understanding with your client regarding the scope of your representation and then to document that agreement in writing. Arkansas Rule of Professional Conduct 1.2 requires that the LSR agreement be in writing unless the representation is limited to a pro bono clinic, phone consultation, or court appointment. The written agreement is not required to be signed by the client, but having your client do so would be a best practice. Importantly, do not go beyond the LSR agreement or take on additional tasks without again documenting the new agreement in writing. When your work is done, confirm in writing to the client that your representation is complete and that you are not undertaking any additional tasks.

Practical Guide for Providing Limited Scope Representation

The following guidelines are designed to assist attorneys in addressing and avoiding malpractice liability in a limited scope task representation. LSR does not differ substantially from the rest of your practice, and most of the suggestions which follow are equally applicable to full scope service. However, there are some specialized issues which require consideration.

It is important to note that limiting the scope of your representation does not limit your ethical obligations to the client, including the duty to maintain confidentiality, the duty to act competently, the duty not to communicate with another person known by you to be represented by legal counsel in the matter (absent permission from counsel to do so), and the duty to avoid conflicts of interest. It is also important to note that limiting the scope of your representation does not limit your exposure to liability for work you have agreed to perform, nor is such a limitation permissible.

Deciding on whether to take the case

1. Work within your expertise. As with full scope service, strongly consider rejecting a limited scope matter in areas of law in which you or your firm have little or no experience. Taking a case for the “learning experience” is unwise in limited representation, or any representation. It takes significant expertise in family law to be able to anticipate what issues will arise in a matter, and it is necessary to give good counsel and avoid liability. Even where your representation is limited to particular tasks, you may still owe a duty to alert the client to legal problems outside the scope of your representation that are reasonably apparent and that may require legal assistance. Therefore, you should inform the client not only of the limitation of your representation, but also the possible need for other counsel regarding issues you have not agreed to handle.

2. Don't be pressured by emergencies. Pay particular attention to prospective clients who have last-minute emergencies and seek limited scope representation. Limited scope representation does not mean that you do not have to provide competent representation. Being pressured to conduct a “quick document review” because of an upcoming deadline is much riskier if you will only be involved in that brief transaction. Consider advice on ways to move the deadline, if possible, to allow adequate time for review or representation.

3. Be wary of clients who take a “musical chairs” approach to finding legal help. Consider carefully the requests from prospective limited scope clients who have involved multiple attorneys in the same case. Bouncing around may be an indicator that the client is searching for the “right” answer after being given what they believe are unsatisfactory responses to previous analyses of their situation. You should avoid helping to facilitate situations in which a client may blame you for his/her discontent with the outcome. On the other hand, you may find that previous attorneys were uncomfortable with taking a “piece” of the case and that your prospective client simply had trouble finding an attorney like yourself who was willing to work effectively with them on a limited scope basis. The client may have been viewed as “difficult” because s/he was seeking more of a partnership relationship than the traditional full scope representation envisions.

4. Be careful of clients who have unrealistic expectations. A prospective client may be unrealistic about what s/he can achieve alone or about the nature of your limited scope representation. Part of your obligation in offering limited scope services is to teach the client about the legal system and the available remedies. Few non-attorneys will arrive on your doorstep with totally realistic expectations. Their beliefs are likely to have been shaped by what they have seen on TV, what they believe is fair, or what they have been told by neighbors or friends. You bring your knowledge and experience with the legal system to the relationship. If you believe that you will not be successful at reining in a client's unrealistic expectations, you should decline the representation. It is important that the pro se litigants "hear" your advice in order to partner successfully with you in the representation and carry out a plan with your guidance. Not every client is temperamentally suited to representing him/herself.

5. Clients with limited capacity or language barriers may not be good candidates. Clients who lack the capacity to give informed consent or assist in their own representation should be avoided. If the limitation is mental, the client is probably not a good candidate. If the limitation is one of language (and many potential limited scope clients have limited English skills) special issues are presented. If you are not bilingual yourself, you should insist on a translator. It is your responsibility to ensure that the client understands the limitations on scope and has the capacity to assist in their representation. This is an individualized assessment. Be creative in your fees or look for sources of pro bono or low-cost assistance for these people.

6. Identify those with hidden motives. Be wary if the prospective client has trouble focusing on the legal outcome even after you have carefully explained the possible remedies available to them. Emotional needs may be driving the request for assistance. While many cases involve an emotional component, pro se litigants who seek revenge are likely to be unhappy with the limited results that the legal system provides and even unhappier with limited scope services. Clients who require a lot of hand holding are also unsuited to limited scope representation.

7. Make sure the limited scope of your services is reasonable. Although you and your client have substantial latitude in limiting the scope of your representation, the limitation must be reasonable under the circumstances and the client must give you informed consent. If you conclude that a short-term limited representation would not be reasonable under the circumstances, you may offer advice to the client but must also advise the client of the need for further assistance of legal counsel.

8. Special concerns will apply when the prospective client is a survivor of domestic violence. If you have never worked with victims of domestic violence, it may be best to refer the client to an attorney with experience in this area until you receive training on how to handle domestic violence cases. Training and resources to help you effectively represent survivors of domestic violence are available from the Administrative Office of the Courts' Domestic Violence Program. You can connect with these resources by visiting <http://www.arcourtsdvp.org> or by calling 501.410.1953.

You should also consider whether full representation may be more appropriate for cases involving domestic violence. If a client needs full representation, but can't afford it, they can apply for free legal aid by calling 1.800.952.9243.

9. Clearly address the fee structure and its relation to services. If during your initial interview you find that the prospective client is reluctant to discuss or agree on fees, be cautious. It is critical that the client understands that limited scope services not only limit your fees but also limit the services that you will perform for them. If anything, your fee arrangement must be clearer in limited scope representation than in full service. You must ensure that there is no misunderstanding about what limited services you have agreed to perform. In limited scope representation, it is crucial to be on a “pay as you go” basis, as you may never see the client again.

10. A good diagnostic interview is critical. It is critical to perform a good diagnostic interview to pick up all the critical issues in the case. Both experienced and inexperienced attorneys will find a checklist of issues in the relevant practice area to be extremely helpful in conducting a good diagnostic interview.

11. Develop and use an intake form. A good form should list the key issues and allow room to insert unusual ones. Give a completed copy to the client. It is a contemporaneous record which documents your file, reminds you to ask about related issues, memorializes the limitations on scope, and educates the client. Use and tailor the forms which appear in these materials to make them work for you.

12. Advise the client of their right to seek advice on issues outside the scope of the limited assignment. It is probably a good idea to include in your intake sheet or handouts a statement that the client has been advised of the right to seek counsel on other issues.

After you take the case

13. Use checklists. This documents who is going to do what before the next meeting. Give a copy to the client. Sample checklists have been included in these materials. Tailor them to your specific practice, fill them out while the client is present, and make sure that you and your client each have an initialed copy.

14. Use a clear fee agreement detailing the scope of representation. A good limited services fee agreement will spell out exactly what you are doing for the client, and even more importantly, what you are not doing, and will detail what responsibilities the client will assume. There should be no confusion about the scope of the representation. Look at the http://www.americanbar.org/groups/delivery_legal_services/resources.html website for sample fee agreements and other unbundling resources. Four sample fee agreements are included, for situations in which you consult on a single occasion, ongoing consulting, drafting and assistance with strategy and paperwork, and making an appearance for part of the case. Tailor them to each case and to your individual practice. A fee agreement which puts the limitations and checklist in an attachment is probably better suited to a case where you anticipate a change in scope.

15. Create a support group of experienced colleagues. Limited experience with handling limited scope representation poses special challenges for newer attorneys or those new to a particular practice area. An experienced practitioner can confirm your analysis, suggest additional issues to explore or divert you from a particular proposed course of action. You might want to locate colleagues who are experienced with offering limited scope representation, and consider creating a study group, referral sources, or general references for each other. Meet with them periodically to discuss common problems and solutions. Most of the issues which will come up in a limited scope practice are practical rather than ethical, and it can be immensely helpful to talk to other practitioners who have faced the issues and developed solutions.

16. Practice defensively and document all decisions. This is good advice in any type of legal work. It is particularly essential to document instances in which you offer advice on a particular path for the pro se litigant to take. Use the “Follow Up Checklist” in the materials to document your file and educate the client easily and efficiently.

17. Memorialize any changes in the scope of your limited representation as they occur. Never do work outside the scope of the original agreement without a new agreement signed by the client. Checklists that attach to the fee agreement are a simple and reliable way to do this. A confirming letter that the client doesn’t sign will probably be insufficient to effectively document the new limit in scope. Be sure that you and the client both sign off on any changes in scope. Use the “Tickler Checklist” in the materials to make sure you’ve done this. Adapt it for your full-service cases as an additional risk management device.

18. Use prepared handouts. Many of you will already have prepared handouts on common questions which arise in your practice. It is helpful to have one which describes limited scope representation and details the specific options available. Note on your intake sheet which handouts you gave to the client and on what date. A sample client handout on limited scope representation is included in the materials.

19. Explain the “why.” Limited scope matters are pursued in partnership with the client. A client who understands the “big picture” and the tradeoffs will not only be more successful in self-representation but also less likely to blame you for unwanted outcomes.

20. Making non-client laypersons part of your team is hazardous. Limited scope representation may create an informal feeling to the attorney-client relationship. Remember that, despite the apparent informality, this is an attorney-client relationship. It is between you and your client, not you, your client, Aunt Mary, and others the client may want to have involved. Allowing third parties to participate may destroy the attorney-client privilege. If the client insists on utilizing non-clients, clearly advise them, in writing, in advance, of the risks involved.

21. Refrain from providing forms with no assistance or review. Some of the forms which will be required are simply too complicated for a pro se litigant to complete without assistance. Your expert assistance in the completion of these forms is not only a best practice but will also reduce any potential liability.

22. Do not encourage a pro se litigant to handle a matter that is too technical or difficult. A prime example of this problem is preparation of a QDRO. Part of your responsibility as an attorney is to counsel a person against handling such a matter pro se and to help them understand the cost/benefit analysis of using their litigation budget wisely to acquire the expert assistance in the areas where they most need it. This is an individualized assessment.

23. Do not expose a client to possible Rule 11 sanctions. A best practice is to satisfy yourself that the pleading you assist the client to prepare would withstand Rule 11 scrutiny if your name were on it; or if not, at least advise the client about his/her responsibilities under Rule 11.

Ending the relationship

25. Let the client know when your involvement has ended. There should be no surprises either to you or the client about when your involvement in the matter has ended, and no unstated expectations of continued participation on your part. Send out a notice at the end of your involvement in a matter that involves a series of steps. See the sample “closing letter” in the materials. Notify the client that you believe you have completed your part and advise him/her to get in touch with you immediately if s/he disagrees.

Use good judgment. Many of these suggestions apply equally to full service representation. Your limited scope clients are likely to be more satisfied than your full-service clients if you follow these simple practices. They don't take much effort and will document your file and educate your clients in ways which substantially increase the likelihood of a satisfactory relationship for each of you.

Below are sample fee agreements, apportion issue/task checklists, sample change in scope letter, follow up checklist, tickler checklist, and proposed court forms. The proposed court forms are not official. Instead they should be used to get a general feel or understanding of how limited scope representation proceeds in court.

Fee Agreement #1

On _____, 20 _____ (Client) consulted with _____ (Attorney), who performed a conflicts check on _____ for limited scope assistance and advice. At that time, attorney provided the following services:

	Review of court documents (describe):
	Information about document preparation:
	Assistance with document preparation:
	Advice regarding client's rights and responsibilities
	Advice about the law and strategy relevant to issues as identified by Client
	Preparing child support guideline calculations
	Information about fact gathering and discovery
	Guidance about procedural information, filing and service of documents
	Advice about negotiation and the preparation and presentation of evidence
	Advice about law and strategy related to an ongoing mediation/negotiation or litigation
	Legal Research
	Advice on trial or negotiating techniques
	Advice regarding property rights
	Review and analysis of Client's case or trial strategy
	Other (specify):

Client has paid Attorney for her/his time. All tasks which Client requested of Attorney have been completed and no further services are requested or expected from Attorney. Neither Client nor Attorney contemplates or expects a further professional relationship. Client acknowledges that he/she has been advised of the Client's right to seek separate legal advice from other counsel of the client's choice with regard to all legal matters that are outside the scope of the specific limited services provided by Attorney under this agreement.

Dated: _____

Client signature:	Attorney signature:

Fee Agreement #2
Consulting Services Agreement

Identification of Parties: This agreement, executed in duplicate with each party receiving an executed original, is made between _____, hereafter referred to as “Attorney,” and _____, hereafter referred to as “Client.”

Nature of Case: Client consulted Attorney in the following matter:

- 1. Client Responsibilities and Control:** Client will remain responsible for and in control of his/her own case at all times. This means that Client will be responsible for understanding the issues, resolution options and potential consequences of those resolution options. In addition, Client agrees to:
 - a.** Cooperate with Attorney or his/her office by complying with all reasonable requests for information in connection with the matter for which Client is requesting services.
 - b.** Inform Attorney of the specific parts of the case that Client requests Attorney’s assistance with.
 - c.** Review and evaluate all information provided by Attorney.
 - d.** Keep Attorney or his/her office advised of Client’s concerns and any information pertinent to Client’s case.
 - e.** Provide Attorney with copies of all correspondence to and from Client relevant to the case.
 - f.** Notify Attorney of any pending negotiations, hearings, contractual deadlines or litigation.
 - g.** Keep all documents related to the case in a file for review by Attorney.
 - h.** Sign all relevant papers, agreements or findings relevant to the case.
 - i.** Immediately notify Attorney of any changes of work or home addresses or telephone numbers of the Client.
 - j.** Immediately notify Attorney if the Client receives any new pleading, motion, letter, or other documents from the other party, the other party’s lawyer, any expert, appraiser, or evaluator hired by either party or appointed by the Court, or any Special Master, or any documents from the Court, and provide the Attorney with a copy of the item received, as well as the date it was received by the Client.

2. Scope of Services: Client requests Attorney to perform or *not to perform* the following services related to the family law issues identified here or on the following page or attachment hereto:

(Indicate Yes or No in box)

a.		Advice about law and strategy related to an ongoing mediation, negotiation or litigation
b.		Information about document preparation
c.		Assistance with document preparation
d.		Information about fact gathering and discovery
e.		Assistance with drafting discovery requests
f.		Assistance with computer support programs
g.		Guidance and procedural information regarding filing and serving documents
h.		Advice about negotiations and the preparation and presentation of evidence
i.		Legal research
j.		Coaching on trial or negotiating techniques
k.		Review and analysis of Client's trial strategy
l.		Advice about an appeal
m.		Procedural assistance with an appeal
n.		Assistance with substantive legal argument
o.		Other:

3. Limitation of Attorney's Responsibilities: Attorney will perform the specific legal tasks identified by the word "Yes" in paragraph 2 above consistent with Attorney's ethical and professional responsibilities, including observing strict confidentiality, and based on the information available to Attorney. In providing those services, Attorney *will not*:

- a. Represent, speak for, appear for, or sign papers on Client's behalf.
- b. Provide services in paragraph 2 which are identified with the word "No."
- c. Make decisions for Client about any aspect of the case.
- d. Determine the assets and obligations of Client's marriage, their character, or their value.
- e. Determine an appropriate division of the assets and obligations of Client's marriage
- f. Litigate Client's case on Client's behalf
- g. Protect Client's property by means of restraining orders while discovery and/or negotiations are in progress.

Attorney will NOT perform any services identified by the word "NO" in paragraph 2 above. The Client may request that Attorney provide additional services. If Attorney agrees to provide additional services, those additional services will be specifically listed in an amendment to this Agreement, and initiated and dated by both parties. The date that both the Attorney and the Client initial any such list of additional services to be provided will be the date on which the Attorney becomes responsible for providing those additional services. If the Client decides to retain the Attorney as the Client's Attorney of record for handling the entire case on the Client's behalf, the Client and the Attorney will enter into a new written Agreement setting forth that fact, and the Attorney's additional responsibilities in the Client's case.

Right to Seek Advice of Other Counsel: Client is advised of the right to seek the advice and professional services of other counsel with respect to those services in paragraph 2 which are identified with the word "no" at any time during or following this limited consulting services agreement.

Method of Payment for Services:

- h. **Hourly Fee:** The current hourly fee charged by Attorney for services under this agreement is \$ _____. Unless a different fee arrangement is established in clause 4b of this Paragraph, the hourly fee will be payable at the time of service. Attorney will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest tenth of an hour. The hourly fee will be payable at the time of the service.
- i. **Payment from Deposit:** For a continuing consulting role, Client will pay to Attorney a deposit of \$ _____, to be received by Attorney on or before _____, and to be applied against Attorney's fees and costs incurred by Client. This amount will be deposited by Attorney in Attorney's trust account. Client authorizes Attorney to withdraw the principal from the trust account to pay Attorney's fees and costs as they are incurred by Client. Any interest earned will

be paid, as required by law, to the Arkansas Access to Justice Foundation to fund legal services for indigent persons. The deposit is refundable. If, at the termination of services under this agreement, the total amount incurred by Client for Attorney's fees and costs is less than the amount of the deposit, the difference will be refunded to Client.

- j. Costs:** All costs payable to third parties in connection with Client's case including filing fees, investigation fees, deposition fees and the like shall be paid directly by Client. Attorney will not advance costs to third parties on Client's behalf.

Client acknowledges that Attorney has made no promises about the total amount of Attorney's fees to be incurred by Client under this agreement.

- 4. Discharge of Attorney:** Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services after receipt of the notice. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rate for all services provided prior to such discharge.
- 5. Withdrawal of Attorney:** Attorney may withdraw at any time, if such withdrawal is permitted under the Arkansas Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following:
 - a.** The Client consents and withdrawal can be accomplished without material adverse effect on the interests of the Client,
 - b.** The Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively, and
 - c.** The Client fails substantially to fulfill an obligation (such as making payment) to the Attorney regarding the lawyer's services and has been given reasonable warning that the Attorney will withdraw unless the obligation is fulfilled.

Notwithstanding Attorney's withdrawal, Client will remain obligated to pay Attorney at the agreed rate for all services provided. At the termination of services under this agreement, Attorney will release promptly to Client on request all of Client's papers and property.

- 6. Disclaimer of Guarantee:** Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guarantee.
- 7. No Waiver:** No breach of any provision of this Agreement shall be deemed waived except with the express written consent of the party not in breach.
- 8. Arbitration of Fee Dispute:** In the event of a dispute between Client and Attorney pertaining to fees and costs charges by Attorney, such dispute shall be resolved by binding arbitration in accordance with the Arkansas Arbitration Act, Ark. Code Ann. § 16-108-101, *et. seq.*

9. Severability in Event of Partial Invalidity: If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

10. Entire Agreement: This Agreement is the complete Agreement between the Client and the Attorney. If the Client and the Attorney decide to change or amend this Agreement in any way, the change must be in writing and attached to this Agreement.

11. Effective Date of Agreement: The effective date of this agreement will be the date when, having been executed by Client, one copy of the agreement is received by Attorney and Attorney receives the deposit required by Paragraph 4b. Once effective, this agreement will, however, apply to services provided by Attorney on this matter before its effective date.

The foregoing is agreed to by:

_____	_____
(Client)	(Attorney)
_____	_____
(Date)	(Date)

Fee Agreement #3
Ongoing Consulting Agreement

Identification of Parties: This agreement, executed in duplicate with each party receiving an executed original, is made between _____, hereafter referred to as "Attorney," and _____, hereafter referred to as "Client."

1. Nature of Case: The Client is requesting ongoing consulting services from Attorney in the following matter:

2. Client Responsibilities and Control. Client shall remain responsible for the conduct of the case and understands that he/she will remain in control of and be responsible for all decisions made in the course of the case. Client agrees to:

- a. Cooperate with Attorney or Attorney's office by complying with all reasonable requests for information in connection with the matter for which Client is requesting services;
- b. Keep Attorney or Attorney's office advised of Client's concerns and any information that is pertinent to Client's case;
- c. Provide Attorney with copies of all pleadings and correspondence to and from Client regarding the case;
- d. Immediately provide Attorney with any new pleadings or motions received from the other party;
- e. Keep all documents related to the case in a file for review by Attorney.

3. Services to be performed by Attorney. Client and Attorney have agreed that Attorney will provide the following services, indicated by writing YES or NO (**Attorney will not perform any services indicated by the word NO**):

- a. _____ Legal advice: office visits, telephone calls, fax, mail, email;
- b. _____ Advice about availability of alternative means to resolving the dispute, including mediation and arbitration;
- c. _____ Evaluation of Client's self-diagnosis of the case and advising Client about legal rights and responsibilities;
- d. _____ Guidance and procedural information for filing or serving documents;
- e. _____ Review pleadings and other documents prepared by Client;
- f. _____ Suggest documents to be prepared;
- g. _____ Draft pleadings, motions and other documents;
- h. _____ Factual investigation: contacting witnesses, public record searches, in-depth interview of Client;

- i. _____ Assistance with computer support programs;
 - j. _____ Legal research and analysis;
 - k. _____ Evaluate settlement options;
 - l. _____ Discovery: interrogatories, depositions, requests for document production;
 - m. _____ Planning for negotiations, including role-playing with Client;
 - n. _____ Planning for court appearances, including simulated role-playing with Client;
 - o. _____ Standby telephone assistance during negotiations or settlement conferences;
 - p. _____ Backup and troubleshooting during the hearing or trial;
 - q. _____ Referring Client to expert witnesses, special masters or other counsel;
 - r. _____ Counseling Client about an appeal;
 - s. _____ Procedural assistance with an appeal and assisting with substantive legal argument in an appeal;
 - t. _____ Provide preventive planning and/or schedule legal check-ups;
 - u. _____ Other: _____
-

4. Attorney's Responsibilities: Attorney will exercise due professional care and observe strict confidentiality in providing the services identified by the word "YES" in Paragraph 4 above. In providing those services, Attorney WILL NOT:

- a. Represent, speak for, appear for, or sign papers on the Client's behalf;
- b. Become attorney of record on any court papers or litigate on Client's behalf;
- c. Provide services which are not identified by the word "YES" in Paragraph 4;
- d. Make decisions for Client about any aspect of the case;
- e. Protect Client's property by means of restraining orders while discovery and/or negotiations are in progress.
- f. The Client may request that Attorney provide additional services. If Attorney agrees to provide additional services, those additional services will be specifically listed in an amendment to this Agreement, and initialed and dated by both parties. The date that both the Attorney and the Client initial any such list of additional services to be provided will be the date on which the Attorney becomes responsible for providing those additional services. If the Client decides to retain the Attorney as the Client's Attorney of record for handling the entire case on the Client's behalf, the Client and the Attorney will enter into a new written Agreement setting forth that fact, and the Attorney's additional responsibilities in the Client's case.
- g. **Right to Seek Advice of Other Counsel:** Client is advised of the right to seek the advice and professional services of other counsel with respect to those services in

paragraph 3 which are identified with the word “no” at any time during or following this Ongoing Consulting Agreement.

5. Method of Payment for Services:

a. Hourly Fee:

The current hourly fee charged by Attorney for services under this agreement is \$_____. Unless a different fee arrangement is established in clause b) of this Paragraph, the hourly fee shall be payable at the time of the service. Attorney will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. If, while this agreement is in effect, Attorney increases the hourly rate(s) being charged to clients generally for Attorney's fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided thirty days or more after written notice of the increase is mailed to Client. If Client chooses not to consent to the increased rate(s), Client may terminate Attorney's services under this agreement by written notice effective when received by Attorney.

b. Payment from Deposit:

For a continuing consulting role, Client will pay to Attorney a deposit of \$_____, to be received by Attorney on or before_____, and to be applied against Attorney's fees and costs incurred by Client. This amount will be deposited by Attorney in Attorney's trust account. Client authorizes Attorney to withdraw the principal from the trust account to pay Attorney's fees and costs as they are incurred by Client. Any interest earned will be paid, as required by law, to the Arkansas Access to Justice Foundation to fund legal services for indigent persons. The deposit is refundable. If, at the termination of services under this agreement, the total amount incurred by Client for Attorney's fees and costs is less than the amount of the deposit, the difference will be refunded to Client.

Costs: Client will pay Attorney's out of pocket costs incurred in connection with this agreement, including long distance telephone and fax costs, photocopy expense and postage. All costs payable to third parties in connection with Client's case including filing fees, investigation fees, deposition fees and the like will be paid directly by Client. Attorney will not advance costs to third parties on Client's behalf.

Client acknowledges that Attorney has made no promises about the total amount of Attorney's fees to be incurred by Client under this agreement.

6. Discharge of Attorney: Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the

agreed rate for all services provided and to reimburse Attorney for all costs incurred prior to such discharge.

- 7. Withdrawal of Attorney:** Attorney may withdraw at any time as permitted under the Arkansas Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: a) the withdrawal can be accomplished without material adverse effect on the interests of the client, b) the client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively, and c) the client fails substantially to fulfill an obligation to the Attorney regarding the Attorney's services (such as failing to make payment) and has been given reasonable warning that the Attorney will withdraw unless the obligation is fulfilled.

Notwithstanding Attorney's withdrawal, Client will remain obligated to pay Attorney at the agreed rate for all services provided, and to reimburse Attorney for all costs incurred before the withdrawal.

At the termination of services under this agreement, Attorney will promptly release all of Client's papers and property to Client on request.

- 8. Arbitration of Fee Dispute:** In the event of a dispute between Client and Attorney pertaining to fees and costs charges by Attorney, such dispute shall be resolved by binding arbitration in accordance with the Arkansas Arbitration Act, Ark. Code Ann. § 16-108-101, *et. seq.*

- 9. Amendments and Additional Services.** This written Agreement governs the entire relationship between Client and Attorney. All amendments shall be in writing and attached to this agreement. If Client wishes to obtain additional services from Attorney as defined in Paragraph 4, a photocopy of Paragraph 4 which clearly denotes which extra services are to be provided, signed and dated by both Attorney and Client and attached to this Agreement, shall qualify as an amendment.

- 10. No Waiver.** No breach of any provision of this Agreement shall be deemed waived except with the express written consent of the party not in breach.

- 11. Severability in Event of Partial Invalidity.** If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

- 12. Statement of Client's Understanding.** I have carefully read this Agreement and believe that I understand all of its provisions. I signify my agreement with the following statements by initialing each one:

- a. _____ I have accurately described the nature of my case in Paragraph 1.
- b. _____ I will be responsible for the conduct of my case and will be in control of my case at all times as described in Paragraph 2.
- c. _____ The services Attorney has agreed to perform in my case are identified by the word "YES" in Paragraph 3. I take responsibility for all other aspects of my case.

- d. _____ I understand and agree to the limitations on the scope of Attorney’s responsibilities identified in Paragraph 4 and understand Attorney will not be responsible for my conduct in handling my case.
- e. I will pay Attorney for services as described in Paragraph 5.
- f. _____ I will resolve any fee disputes I may have with Attorney under this Agreement in the manner described in Paragraph 8.
- g. _____ I understand that any amendments to this Agreement shall be in writing, as described in Paragraph 9.
- h. _____ I acknowledge that I have been advised by Attorney that I have the right to consult with another independent attorney to review this Agreement and to advise me on my rights as a client *before* I sign this Agreement.

13. Entire Agreement. This Agreement is the complete Agreement between the Client and the Attorney. If the Client and the Attorney decide to change or amend this Agreement in any way, the change must be in writing and attached to this Agreement.

 (Client)

 (Attorney)

 (Date)

 (Date)

Fee Agreement #4*
Limited Representation Agreement including Court Appearance

Identification of Parties: This agreement, executed in duplicate with each party receiving an executed original, is made between _____, hereafter referred to as "Attorney," and _____, hereafter referred to as "Client."

1. Nature of Case: The Client is requesting ongoing consulting services from Attorney in the following matter:

These services are likely to require Attorney to appear of record for a limited issue.

2. Client Responsibilities and Control. Client intends to retain control over all aspects of the case except those specifically assigned to Attorney, and understands that he/she will remain in control of the case and be responsible for all decisions made in the course of the case. Client agrees to:

- a. Cooperate with Attorney or office by complying with all reasonable requests for information in connection with the matter for which Client is requesting services;
- b. Keep attorney or office advised of Client's concerns and any information that is pertinent to Client's case;
- c. Provide Attorney with copies of all pleadings and correspondence to and from Client regarding the case;
- d. Immediately provide Attorney with any new pleadings or motions received from the other party;
- e. Keep all documents related to the case in a file for review by Attorney.

3. Services to be performed by Attorney

- a. Client seeks the services from Attorney as set forth in the Tasks and Issues to be Apportioned checklist attached as Exhibit A. Client and Attorney shall designate the services to be rendered by Attorney by writing the word "Yes" in the column labeled "**Attorney Shall Do**" next to the services they agree Attorney will do, and shall designate the services Client shall undertake him/herself by writing the word "**Yes**" under the column labeled "**Client to Do**" next to those services. If a service is to be rendered by another attorney or some other third person, the word "**Other Attorney**" or other similar designation shall be written in the blank opposite the service. Attorney and Client shall

each retain an original of this agreement and the designation of services in Exhibit A attached.

- b. The Client may request that Attorney provide additional services. If Attorney agrees to provide additional services, those additional services will be specifically listed in an amendment to this Agreement, and initialed and dated by both parties. The date that both the Attorney and the Client initial any such list of additional services to be provided will be the date on which the Attorney becomes responsible for providing those additional services. If the Client decides to retain the Attorney as the Client's Attorney of record for handling the entire case on the Client's behalf, the Client and the Attorney will enter into a new written Agreement setting forth that fact, and the Attorney's additional responsibilities in the Client's case.
- c. **Right to Seek Advice of Other Counsel:** Client is advised of the right to seek the advice and professional services of other counsel with respect to those services in paragraph 2 and Exhibit A and successor exhibits detailing the scope of representation which are identified with the words "no" or "client to do" at any time during or following this Limited Representation Agreement.

4. Attorney of Record. It is the intention of Attorney and Client that Attorney shall only perform those services specifically requested of Attorney. Some of those services may require Attorney to become attorney of record or make a court appearance in Client's case in order to perform the service requested. Attorney and Client specifically agree that Attorney's becoming attorney of record for such purposes shall not authorize or require Attorney to expand the scope of representation beyond the specific services designated. In the event that any court requires Attorney, as attorney of record for one or more authorized issues or tasks, to assume the responsibility for other tasks or issues reserved to client or a third party professional, Attorney may, at his/her option, elect to withdraw from representation, and Client agrees to execute any Substitution of Attorney forms reasonably requested by Attorney.

5. Method of Payment for Services:

a. Hourly Fee

The current hourly fee charged by Attorney for services under this agreement is as follows:

- 1) Attorney _____
- 2) Associate _____
- 3) Paralegal _____
- 4) Law Clerk _____

Unless a different fee arrangement is established in clause b) of this paragraph, the hourly fee shall be payable at the time of the service. Attorney will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour.

If, while this agreement is in effect, Attorney increases the hourly rate(s) being charged to clients generally for Attorney's fees, that increase may be applied to fees incurred under

this agreement, but only with respect to services provided thirty days or more after written notice of the increase is mailed to Client. If Client chooses not to consent to the increased rate(s), Client may terminate Attorney's services under this agreement by written notice effective when received by Attorney.

- b. **Payment from Deposit.** For a continuing consulting role, Client will pay to Attorney a deposit of \$_____, to be received by Attorney on or before_____, and to be applied against Attorney's fees and costs incurred by Client. This amount will be deposited by Attorney in Attorney's trust account. Client authorizes Attorney to withdraw the principal from the trust account to pay Attorney's fees and costs as they are incurred by Client. Any interest earned will be paid, as required by law, to the Arkansas Access to Justice Foundation. The deposit is refundable. If, at the termination of services under this agreement, the total amount incurred by Client for Attorney's fees and costs is less than the amount of the deposit, the difference will be refunded to Client.

Costs: Client will pay Attorney's out of pocket costs incurred in connection with this agreement, including long distance telephone and fax costs, photocopy expense and postage. All costs payable to third parties in connection with Client's case including filing fees, investigation fees, deposition fees and the like will be paid directly by Client. Attorney will not advance costs to third parties on Client's behalf.

Client acknowledges that Attorney has made no promises about the total amount of Attorney's fees to be incurred by Client under this agreement.

6. **Amendments and Additional Services.** This written Agreement governs the entire relationship between Client and Attorney. All amendments shall be in writing and attached to this agreement. If Client wishes to obtain additional services from Attorney as defined in Paragraph 3b, a photocopy of Paragraph 3b which clearly denotes which extra services are to be provided, signed and dated by both Attorney and Client and attached to this Agreement, shall qualify as an amendment.
7. **Arbitration of Fee Dispute:** In the event of a dispute between Client and Attorney pertaining to fees and costs charges by Attorney, such dispute shall be resolved by binding arbitration in accordance with the Arkansas Arbitration Act, Ark. Code Ann. § 16-108-101, *et. seq.*
8. **No Waiver.** No breach of any provision of this Agreement shall be deemed waived except with the express written consent of the party not in breach.
9. **Severability in Event of Partial Invalidity:** If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
10. I have carefully read this Agreement and believe that I understand all of its provisions. I signify my agreement with the following statements by initialing each one:

- a. _____ I have accurately described the nature of my case in Paragraph 1.

- b. _____ I will be responsible for the conduct of my case and will be in control of my case at all times as described in Paragraph 2.
- c. _____ The services that I want Attorney to perform in my case are identified by the word “YES” in Paragraph 3. I take responsibility for all other aspects of my case.
- d. I understand and accept the limitations on the scope of Attorney’s responsibilities identified in Paragraph 4 and understand that Attorney will not be responsible for my conduct in handling my own case.
- e. _____ I will pay Attorney for services as described in Paragraph 5.
- f. _____ I will resolve any disputes I may have with Attorney under this Agreement in the manner described in Paragraph 6.
- g. _____ I understand that any amendments to this Agreement will be in writing, as described in Paragraph 7.
- h. _____ I acknowledge that I have been advised by Attorney that I have the right to consult with another independent attorney to review this Agreement and to advise me on my rights as a client *before* I sign this Agreement.

 (Client)

 (Attorney)

 (Date)

 (Date)

Issues/Tasks to be Apportioned

The checklist that follows addresses the ways in which limited scope representation arrangements break down. The checklist can be tailored to tasks or issues. The client and attorney agree which tasks are to be performed by each of them. This is by far the most common arrangement.

The checklist should be tailored to your practice and to each case and may be used in two ways:

1. Use it as part of your intake to memorialize your discussions with the client regarding the limitations on scope, and do a new one each time the scope changes (as it frequently does).
2. Use it as exhibits to the fee agreement of your choice, and replace them each time the scope changes.

Tasks to Be Apportioned May Look Like This:

- Client instructs attorney not to do discovery, and undertakes the information gathering role; Client asks attorney to draft moving or responsive pleadings for a hearing the client attends *pro se*;
- Client consults with attorney on strategy and tactics;
- Client appears at the hearing and asks the attorney to draft the order;
- Client asks attorney to review correspondence or pleadings which the client has drafted; Client asks attorney to prepare subpoenas;
- Client asks attorney to write a brief to be filed *pro se*;
- Client asks attorney to run computer support programs on her, or review and analyze child support calculations proposed by the opposing party;

Issues to Be Apportioned May Look Like This:

- Attorney represents client in connection with custody and visitation issues (maybe including support); client is *pro se* on property issues.
- Attorney collects past due child support which client enforces the order to sell the house; Attorney obtains supervised visitation and drug testing orders, and client is *pro se* on support issues;
- Attorney prepares QDRO dividing pension or order apportioning stock options, while client self- represents on other issues;

Note: Each limited scope arrangement is different, and *must* be tailored to the client, case and issues presented. These checklists are designed to be flexible and should be tailored to each case.

TASK (PAGE 1/3)	ATTORNEY TO DO:	DATE COMPLETED:	CLIENT TO DO:
Draft papers to start divorce			
File and serve papers			
Draft motions			
Draft affidavits and declarations			
Analyze case and advise of legal rights			
Procedural advice			
Formulating strategy and tactics			
Investigate facts; which issues?			
Obtain documents; which ones?			
Draft correspondence			
Review correspondence and pleadings			
Appear in court			

Attorneys Initials _____

Clients Initials _____

TASK (PAGE 2/3)	ATTORNEY TO DO:	DATE COMPLETED:	CLIENT TO DO:
Run computer support programs			
Prepare subpoenas for documents			
Take depositions			
Review depositions and documents obtained from others			
Legal research and analysis			
Contact witnesses			
Draft or analyze settlement proposals			
Contact expert witnesses			
Draft orders and judgments			
Outline testimony			
Trial or negotiation preparation			
Review orders and judgments client drafts			
Draft orders			

Attorneys Initials _____

Clients Initials _____

TASK (PAGE 3/3)	ATTORNEY TO DO:	DATE COMPLETED:	CLIENT TO DO:
Draft disclosure documents			
Advise regarding appeal			
Enforce orders			
Draft other papers as necessary			
Other			
Dated: _____ _____ Attorney signature		Dated: _____ _____ Client signature	

Sample Change in Scope Letter

Re: Limited Scope Representation

Dear _____:

Per our [telephone] conversation of _____, 20____, you have asked me to perform additional tasks for you that are not included in our original Agreement for Limited Scope Representation dated _____ [and modified _____] (copies enclosed).

You have requested and I have agreed to do the following:

[Enumerate the specific tasks/issues that you have agreed to undertake for the client.]

(e.g. to prepare _____ in response to the motion recently filed.)

I understand that you wish to continue handling all other matters yourself as set forth in our original Agreement.

It is essential that we both have the same understanding of our respective responsibilities in connection with your case. **I am unable to begin to work on the new task[s] until one copy of the signed revised checklist has been returned to me. [If applicable]** Some of the tasks you want me to undertake have significant time constraints which could seriously impact your legal rights. It is therefore **extremely important** that you complete and initial a new Tasks/Issues checklist to memorialize the new scope of my involvement in your case. I've prepared and enclosed two copies of a new checklist, which I believe covers the changes to the prior Agreement for Limited Scope Representation. If time is of the essence in taking the necessary steps to protect your rights in this new area, you should consider either coming to my office to sign the checklist, or fax me a signed copy so I can start.

Please review it carefully and, if you agree, initial BOTH copies, and return one to me in the envelope provided. The other copy is for your records and should be attached to your copy of our Agreement for Limited Scope Representation.

I encourage you to seek the advice of other counsel in connection with tasks which I have not undertaken. Also, please feel free to consult with another attorney of your choice regarding this revised Agreement before signing and returning it to me.

I look forward to working with you on this new matter.

Very truly yours,

Enclosures: Two copies of Revised Task/Issues Checklist; Return envelope for your convenience

Follow Up Checklist

Client:	
Attorney and client consulted on	
By	(fill in date) Client will:
Obtain the following documents:	
Contact the following witnesses:	
Complete the following forms:	
Prepare the following information for coach:	
By	(fill in date) Attorney will:
Draft the following documents:	
Prepare the following forms:	
Contact the following witnesses:	
Research the law/procedure on:	
Review the following documents:	
Other:	
Other assignments:	
Attorney initials:	Client initials:

*****Tickler Checklist (keep on top of case file)*****

Client:				Case opened:			
Initial Intake Checklist completed and copy given to client on							
Revised dated:							
Materials given to Client						Date	
Unbundling Description							
Brochure							
Referral information							
Directions to court							
Other							
Worksheet re scope of services and services NOT performed _____ Modified and signed by attorney and client (new form for each change in scope)							
Dated:							
Notice of Limited Scope Representation served and filed (if going of record)							
Documents in hand signed by Client				Date		Modified on	
Intake Checklist							
Issues to be Apportioned							
Tasks to be Apportioned							
Retainer Agreement No.							
Other:							
Other:							
Other:							
Case Conclusion							
Closing letter sent:							
Substitution of attorney sent to client _____ (date), signed by client _____ (date) filed _____.							
Notice of Completion served and filed on _____.							
Case Closed:							
Other Comments:							

Proposed Court Forms

The Forms that follow are modeled after the Alabama Court's Limited Scope Representation forms. The forms are basic templates for attorneys who are providing LSR services. The forms allow attorneys to notify the court and their client when representation begins and ends.

***Note, these are not official forms.**

- d. Custody / Visitation (*check all that apply*): Get an order Enforce an order
 Change an order (*explain*): _____

- e. Property Division (*explain*) _____
- f. Retirement Benefits (*explain*) _____
- g. Contempt (*explain*) _____
- h. Other (*explain*) _____
- i. See attachment

⑤ **The party must read and sign below:**

I agree to the limited scope representation checked above. I understand that I may be asked to agree to other terms not mentioned on this form in order for this lawyer to represent me. I also understand that when the services checked above have been completed, I must get a new lawyer or represent myself.

Party signs here: ▶ _____ Date: _____

Lawyer signs here: ▶ _____ Date: _____

⑥ **After signing above, the lawyer *must*:**

1. Fill out the box to the right, then
2. Mail or deliver a copy of this form to the other party or his/her lawyer.
3. File the original of this *Notice* with the court clerk.

Certificate of Service – I certify that a true copy of this *Notice* was delivered or mailed to the other parties or their lawyer(s) on (*date*): _____

Sign here: ▶ _____

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Notice of Limited Scope Representation
(Not for Family Law Cases)

Case Number:

In the (check one): Circuit District Court of _____ County, Arkansas

Plaintiff's Name v. _____
Defendant's Name

① Lawyer's Information

name

address city state zip code

() _____
phone # e-mail fax #

② I am the lawyer listed in ①. I agree to provide limited scope representation to the (check one): Plaintiff
My representation will include **only** the following services (check all that apply): Defendant

a. at the **hearing** (date): _____ b. at the **trial** (date): _____
 and at any continuance of that hearing and at any continuance of that trial
 until the court's order after that hearing until the judgment

c. **Other** (explain and give dates): _____

③ The contact information for service for the party I will represent is:

party's name

address city state zip code

() _____
phone # e-mail fax #

④ The party must read and sign below:

I agree to the limited scope representation checked above. I understand that I may be asked to agree to other terms not mentioned on this form in order for this lawyer to represent me. I also understand that when the services checked above have been completed, I must get a new lawyer or represent myself.

Party signs here: ▶ _____ Date: _____

Lawyer signs here: ▶ _____ Date: _____

⑤ After signing above, the lawyer **must**:

1. Fill out the box to the right, then
2. Mail or deliver a copy of this form to the other party or his/her lawyer.
3. File the original of this *Notice* with the court clerk.

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Certificate of Service – I certify that a true copy of this *Notice* was delivered or mailed to the other parties or their lawyer(s) on (*date*): _____

Sign here: ► _____

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**Notice of Completion of Limited Scope
Representation**

Case Number: _____

In the (check one): Circuit District Court of _____ County, Arkansas

Plaintiff's Name v. _____
Defendant's Name

① I (lawyer's name), _____, filed a *Notice of Limited Scope Representation* in this case on (date): _____, and agreed to provide limited scope representation to the (check one): Plaintiff Defendant, whose last known contact information is listed below:

party's name email address

address city state zip code ()
phone #

② My work under the limited scope representation agreement has been completed. I am no longer the lawyer for the (check one): Plaintiff Defendant

Lawyer signs here: ▶ _____ Date: _____

③ After signing above, you **must**:

1. Fill out the box to the right, then
2. Mail or deliver a copy of this form to the other party or his/her lawyer and to the client whose representation has been completed.
1. If a *Notice of Limited Scope Representation* was filed with the court clerk, the original of this *Notice* must also be filed.

Certificate of Service – I certify that a true copy of this *Notice* was delivered or mailed to the other parties or their lawyer(s) on (date): _____

Sign here: ▶ _____

