# REPORT OF THE LIMITED SCOPE WORKING GROUP

a joint project of the
D.C. Access to Justice Commission
D.C. Bar Pro Bono Program
(April 2013)

The D.C. Access to Justice Commission is dedicated to helping improve the ability of low– and moderate–income residents to access the civil justice system. The D.C. Bar Pro Bono Program strives to mobilize the private bar to assist in making legal advice and representation fully available to low–income persons in the District of Columbia. The views expressed herein represent only those of the Commission and Pro Bono Committee of the D.C. Bar and not those of the D.C. Bar or its Board of Governors.

# Report of the
# Limited Scope Representation Working Group

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## I. Introduction

The Limited Scope Representation Working Group ("Working Group") was created jointly by the D.C. Access to Justice Commission ("Commission") and D.C. Bar Pro Bono Program ("Pro Bono Program") in May 2012 to expand access to counsel for individuals and families of low, limited, and moderate means. Limited scope representation is a relationship between a lawyer and a client in which they agree that the scope of the legal services will be limited to a specified duration, task(s), or subject matter.

The Working Group was comprised of practitioners with experience providing limited scope representation and entering limited appearances in court; solo, small and large firm practitioners; litigators and transactional lawyers with very diverse practices; a court liaison; ethics and practice management consultants; and members of the Commission and Pro Bono Committee. The roster of Working Group members is attached as Appendix A.

Providing limited scope or unbundled services is practiced widely by most major law firms when serving corporate clients or individual clients with large, complex cases, in order to address all the diverse legal issues with the most experienced legal team. It also is routinely practiced by solo and small firm practitioners when, for example, they are retained to simply review documents, coach clients on how to conduct settlement negotiations, or prepare deeds.

Over the past few years, the Superior Court of the District of Columbia has issued several administrative orders permitting lawyers to enter limited appearances when representing pro bono clients for a specific duration or task. The administrative orders have limited the divisions/branches in which limited appearances are permitted: Landlord and Tenant Branch, Paternity and Child Support Branch, Small Claims and Conciliation Branch and Civil Actions Branch, Calendar 18.

Limited scope representation is becoming more commonly practiced among paid and pro bono counsel for several reasons. First, legal fees have skyrocketed rendering the full retention of counsel unaffordable for many limited and moderate income individuals. Second, lawyers often are reluctant to enter appearances in protracted pro bono matters, but more likely to consider handling certain critical aspects of those same cases. Third, the development of pro se tools provides an alternative for individuals who are able to handle on their own parts of their legal matters, but still need counsel for other parts. Finally, courts are much more open to the notion of limited appearances, recognizing that the alternative is for parties to proceed entirely pro se.

Because it is becoming more routine, there is a national trend to institutionalize the practice of limited scope representation. In fact, the vast majority of states have recognized the need to

establish specific standards of practice though rules of professional conduct and/or court rules, in order to provide guidance to the limited scope lawyer and protect the consumer-client. The D.C. Access to Justice Commission and D.C. Bar Pro Bono Program believe that institutionalizing this practice in the District of Columbia will provide low, limited, and moderate means individuals greater access to counsel when they need it most.

## II. Recommendations

The following recommendations are proposed by the D.C. Access to Justice Commission and D.C. Bar Pro Bono Program to institutionalize limited scope practice in the District of Columbia. There are recommendations for action by the court, the D.C. Bar, and prospective limited scope lawyers and clients. Each recommendation stands independently and should proceed towards implementation according to its own necessary process.

### A. Revised Rule of Professional Conduct

Rule 1.2(c) and Comments of the D.C. Rules of Professional Conduct permitting limited scope practice have existed since 1991[1], but they provide little guidance to lawyers and insufficient protection for client-consumers. The Limited Scope Representation Working Group researched and analyzed the rules of professional conduct and comments of all the jurisdictions currently permitting limited scope practice, as well as the American Bar Association's Model Rules of Professional Conduct, which were overhauled in 2000 ("Ethics 2000").

The Working Group believes the D.C. Rules of Professional Conduct should be revised to provide more guidance to limited scope practitioners and protections for the client-consumers they serve. The revised rule proposed by the Working Group (Appendix B) adopts the American Bar Association's Model Rule 1.2(c) and its Comments [6] and [7]. The revised Rule 1.2(c) does not substantively change the existing D.C. Rule 1.2(c), but simply conforms the language to the American Bar Association's Model Rule. ABA Model Comments [6] and [7] provide some guidance to lawyers about assessing the appropriateness and reasonableness of limited scope services, and are numbered as Comments [4] and [5] in the proposal.

The Working Group's proposed Comment [6] is derived from existing Comment [4] of Rule 1.2 of the D.C. Rules of Professional Conduct, encouraging lawyers to reduce to writing the limitations of their services.

The Working Group's proposed Comment [7] encourages lawyers to obtain informed consent in writing after they are satisfied that their clients have the capacity and sophistication to provide informed consent. This Comment is included to provide additional

[1] In 2005, Ethics Opinion 333 was issued interpreting the existing rules to permit unbundling of legal services. While ethics opinions are persuasive authority in the District of Columbia, an amended Rule and Comments will afford more certainty and improved guidance to lawyers.

guidance to lawyers and protection to consumer-clients, and to be consistent with other provisions of the D.C. Rules of Professional Conduct.[2]

Recommendation: The Limited Scope Representation Working Group recommends that the D.C. Bar Rules Review Committee propose a revision to Rule 1.2(c) and Comments of the D.C. Rules of Professional Conduct to the D.C. Bar Board of Governors to provide more guidance to limited scope lawyers and protections for the client-consumers they serve. Once approved, the Board then should recommend the revision to the District of Columbia Court of Appeals, which promulgates the D.C. Rules. The Working Group's proposed revision to Rule 1.2(c) and Comments is attached as Appendix B.

B. Court Rule

The Limited Scope Representation Working Group discussed the current state of limited appearances in the Superior Court of the District of Columbia, which is restricted to lawyers providing pro bono representation in certain divisions of the court. The authority for lawyers to enter limited appearances is delivered through 3 separate administrative orders, which were issued in conjunction with the creation of court-based projects that provide same-day representation by legal services practitioners.

The Working Group believes that limited appearances in Superior Court should be permitted broadly[3] through a new court rule, and available to both paid and pro bono counsel in order to expand access to representation for individuals and families of low, limited, and moderate means.

The Working Group researched and analyzed the court rules of all the jurisdictions currently permitting limited scope appearances in their courts. The Working Group then drafted a proposed court rule for the court to consider (Appendix C).

The proposed court rule permits limited appearances by date, time period, activity or subject matter as long as the lawyer complies with Rule 1.2 of the D.C. Rules of Professional Conduct and the limited appearance is reasonable under the circumstances. The limited appearance must be intended from the onset and notice must be served and filed describing the duration and/or nature of the appearance.

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[2] For example, D.C. Rules of Professional Conduct, Rule 1.7 Comment 28.

[3] The Working Group's focus was on limited appearances in those branches and divisions that do not appoint counsel to indigent parties, although there may be opportunities for non-indigent litigants in those branches and divisions to benefit from limited appearances. For example, there are instances when a litigant is close to indigency, but not appointed counsel because some resources are available. Lawyers often are reluctant to enter an appearance because the prospective client will most assuredly be unable to afford their services through disposition, and their ability to withdraw is uncertain at best. Although special precautious may be appropriate, permitting limited appearances in these instances may provide litigants with more options and greater access to counsel. The court may want to implement limited appearances starting with those branches and divisions that have successfully tested the concept here and in other jurisdictions (civil, family and probate), and then consider applying it more broadly to other divisions and branches.

Lawyers serve and file a Notice of Limited Appearance which provides to the court and opposing parties/lawyers simultaneous notice of their entry and eventual termination. The ability to designate at the outset of the case when the appearance will terminate is what distinguishes this practice from a general entry of appearance and provides limited scope lawyers the assurances they need to engage in this practice. Termination occurs automatically if the appearance is designated by date or time period, or by the lawyer filing of a Notice of Completion if the appearance is designated by activity or subject matter. The Working Group drafted for the court's consideration a Notice of Limited Appearance and Notice of Completion, which are attached to this report as Appendix D.

The proposed court rule is intended to promote the practice of limited representation to provide access to counsel at those critical points in litigation when proceeding pro se is simply impractical and/or detrimental.

Recommendation: The Limited Scope Representation Working Group recommends that the Superior Court of the District of Columbia create a special committee to draft a court-wide rule and accompanying forms that broadly permit limited appearances by paid and pro bono counsel. The Working Group encourages this special committee to seriously consider the proposed rule and forms as it endeavors to develop the court's final versions.

C. Lawyer Training

The Limited Scope Representation Working Group discussed whether training should be mandatory or optional for lawyers who wish to engage in limited scope practice.

The D.C. Bar does not have mandatory or minimum continuing legal education requirements[4], although its members are *encouraged* to engage in such continuing legal education as is necessary to maintain their competence to practice law, pursuant to D.C. Rules of Professional Conduct, Rule 1.1, Comment [6].[5]

Recommendation: The Limited Scope Representation Working Group recommends that lawyers who intend to engage in limited scope practice be encouraged to attend such legal education as is necessary to develop and maintain their competence to offer a limited scope practice, pursuant to D.C. Rules of Professional Conduct, Rule 1.1.

The Working Group reviewed the training modules of other jurisdictions that permit limited scope representation and believes free online trainings currently are the most effective and accessible models to educate lawyers on how to comply with their ethical obligations when engaging in limited scope practice.

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[4] The D.C. Bar does administer the Mandatory Course on the D.C. Rules of Professional Conduct and District of Columbia Practice for new admittees to the D.C. Bar. The ethical implications of limited scope practice may be an appropriate topic to present at this course.

[5] Comment [6]. Maintaining Competence - To maintain the requisite knowledge and skill, a lawyer should engage in such continuing study and education as may be necessary to maintain competence, taking into account that the learning acquired through a lawyer's practical experience in actual representations may reduce or eliminate the need for special continuing study or education. If a system of peer review has been established, the lawyer should consider making use of it in appropriate circumstances.

Recommendation: The Limited Scope Representation Working Group recommends that, if a revised rule of professional conduct to govern limited scope practice is adopted by the D.C. Court of Appeals, the D.C. Bar Rules Education Program should be asked to develop a campaign as it deems appropriate to inform lawyers who intend to engage in limited scope practice of the requirements under the new ethics rule.[6]

D. Support

The Working Group researched the support provided to lawyers who engage in limited scope practice and believes there should be model language for limited engagements and informed consent (see Appendix E), and an informative and accessible consumer-client brochure (electronic and hard-copy), similar to what the Working Group drafted and attached as Appendix F. Sample checklists for lawyers to reference as they proceed with the representation may also provide support.

Recommendation: The Limited Scope Representation Working Group recommends that training on limited scope practice includes model language for limited engagements, model language for informed consent, and an informative and accessible consumer-client brochure on limited scope representation, similar to what the Working Group drafted, and possibly checklists for lawyers to reference as they proceed with their limited scope representation.

E. Judicial Training

The Working Group believes limited scope practice may only succeed if judicial officers are well trained on the application of the court rule and the benefits it provides to litigants and the court.

Recommendation: The Limited Scope Representation Working Group recommends that the Superior Court of the District of Columbia provide training to its judicial officers on the implementation, application, and benefits of the court rule permitting limited appearances.

## III. Conclusion

The current trend in our courts is that more and more litigants are proceeding unrepresented, which often negatively impacts their ability to present a cohesive and comprehensible case. In addition, more and more individuals are attempting to handle their non-court legal matters without the benefit of counsel, simply because they cannot afford the rising cost of legal services.

Limited scope representation provides an opportunity for the District to expand access to counsel for individuals and families of low, limited, and moderate means. Institutionalizing the practice will ensure that lawyers and clients have the guidance and protection they need and deserve as this practice emerges and forever changes how legal services are delivered.

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[6] The D.C. Access to Justice Commission and the D.C. Bar Pro Bono Program will provide background information and consultation to the Rules Education Program as it develops the training.

# APPENDIX A

**Limited Scope Representation Working Group**
**a joint project of the**
**D.C. Access to Justice Commission**
**D.C. Bar Pro Bono Program**

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# APPENDIX B

**Limited Scope Representation Working Group**
**Proposed Revisions to Rule 1.2(c) and Comments of the**
**D.C. Rules of Professional Conduct**

**Rule 1.2(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]

**Comments**

[4][2] The objectives or scope of services to be provided by a lawyer may be limited by agreement with the client or by the terms under which the lawyer's services are made available to the client. When a lawyer has been retained by an insurer to represent an insured, for example, the representation may be limited to matters related to the insurance coverage. A limited representation may be appropriate because the client has limited objectives for the representation. In addition, the terms upon which representation is undertaken may exclude specific means that might otherwise be used to accomplish the client's objectives. Such limitations may exclude actions that the client thinks are too costly or that the lawyer regards as repugnant or imprudent.

[5][3] Although this Rule affords the lawyer and client substantial latitude to limit the representation, the limitation must be reasonable under the circumstances. If, for example, a client's objective is limited to securing general information about the law the client needs in order to handle a common and typically uncomplicated legal problem, the lawyer and client may agree that the lawyer's services will be limited to a brief telephone consultation. Such a limitation, however, would not be reasonable if the time allotted was not sufficient to yield advice upon which the client could rely. Although an agreement for a limited representation does not exempt a lawyer from the duty to provide competent representation, the limitation is a factor to be considered when determining the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation. See Rule 1.1.

[6][4] Rule 1.5(b) requires a lawyer to communicate in writing the scope of the lawyer's representation. It is generally prudent for a lawyer to reasonably explain any limits on the scope of the lawyer's services in writing.

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[1] Proposed Rule 1.2(c) is identical to the American Bar Association's Model Rule 1.2(c), and revises the existing Rule 1.2(c) of the D.C. Rules of Professional Conduct: *A lawyer may limit the objective of the representation if the client gives informed consent.*

[2] Proposed Comment [4] is identical to the American Bar Association's Model Comment [6], except the Working Group added "objectives or", believing that "objectives" and "scope" are not completely synonymous or interchangeable.

[3] Proposed Comment [5] is identical to the American Bar Association's Model Comment [7].

[4] Proposed Comment [6] is derived from the existing Comment [4] of Rule 1.2 of the D.C. Rules of Professional Conduct: *Rule 1.5(b) requires a lawyer to communicate the scope of the lawyer's representation when the lawyer establishes a new lawyer-client relationship, and it is generally prudent for the lawyer to explain in writing any limits on the objectives or scope of the lawyer's services.*

[7][5] It is generally prudent for the lawyer to request and receive a written informed consent, although the rule does not require that it be in writing or in any particular form in all cases. Lawyers should also recognize that the information sufficient for more sophisticated business clients may not be sufficient to permit less sophisticated clients to provide informed consent. The term "informed consent" is defined in Rule 1.0(e).

[8][6] An agreement concerning the scope of representation must accord with the Rules of Professional Conduct and other law. Thus, the client may not be asked to agree to representation so limited in scope as to violate Rule 1.1, or to surrender the right to terminate the lawyer's services or the right to settle litigation that the lawyer might wish to continue.[7]

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[5] Proposed Comment [7] is included by the Working Group to provide additional guidance to lawyers and protection to consumer-clients, and to be consistent with other provisions of the D.C. Rules of Professional Conduct.

[6] This Comment is simply renumbered and currently is Comment [5] to Rule 1.2 of the D.C. Rules of Professional Conduct.

[7] Subsequent Comments to Rule 1.2 of the D.C. Rules of Professional Conduct will need to be renumbered.

**Limited Scope Representation Working Group**
**Proposed Revisions to Rule 1.2(c) and Comments of the**
**D.C. Rules of Professional Conduct**

**Rule 1.2(c): A lawyer may limit the ~~objective~~ scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.**[1]

**Comments**

[4][2] The objectives or scope of services to be provided by ~~the~~a lawyer may be limited by agreement with the client or by the terms under which the lawyer's services are made available to the client. ~~For example, a retainer may be for a specifically defined purpose. Representation provided through a legal aid agency may be subject to limitations on the types of cases the agency handles.~~ When a lawyer has been retained by an insurer to represent an insured, for example, the representation may be limited to matters related to the insurance coverage. A limited representation may be appropriate because the client has limited objectives for the representation. In addition, ~~T~~the terms upon which representation is undertaken may exclude specific ~~objectives or~~ means that might otherwise be used to accomplish the client's objectives. Such limitations may exclude ~~objectives or means~~actions that the client thinks are too costly or that the lawyer regards as repugnant or imprudent. ~~Rule 1.5(b) requires a lawyer to communicate the scope of the lawyer's representation when the lawyer establishes a new lawyer-client relationship, and it is generally prudent for the lawyer to explain in writing any limits on the objectives or scope of the lawyer's services.~~[3]

[5][4] Although this Rule affords the lawyer and client substantial latitude to limit the representation, the limitation must be reasonable under the circumstances. If, for example, a client's objective is limited to securing general information about the law the client needs in order to handle a common and typically uncomplicated legal problem, the lawyer and client may agree that the lawyer's services will be limited to a brief telephone consultation. Such a limitation, however, would not be reasonable if the time allotted was not sufficient to yield advice upon which the client could rely. Although an agreement for a limited representation does not exempt a lawyer from the duty to provide competent representation, the limitation is a factor to be considered when determining the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation. See Rule 1.1.

[6] Rule 1.5(b) requires a lawyer to communicate in writing the scope of the lawyer's representation. ~~when the lawyer establishes a new lawyer-client relationship, and i~~It is

[1] Proposed Rule 1.2(c) is identical to the American Bar Association's Model Rule 1.2(c).
[2] Proposed Comment [4] is identical to the American Bar Association's Model Comment [6], except the Working Group added "objectives or", believing that "objectives" and "scope" are not completely synonymous or interchangeable.
[3] See Comment [6].
[4] Proposed Comment [5] is identical to the American Bar Association's Model Comment [7].

generally prudent for ~~the~~a lawyer to reasonably explain ~~in writing~~ any limits on the ~~objectives or~~ scope of the lawyer's services in writing.

[7][5] It is generally prudent for the lawyer to request and receive a written informed consent, although the rule does not require that it be in writing or in any particular form in all cases. Lawyers should also recognize that the information sufficient for more sophisticated business clients may not be sufficient to permit less sophisticated clients to provide informed consent. The term "informed consent" is defined in Rule 1.0(e).

[~~5~~8] An agreement concerning the scope of representation must accord with the Rules of Professional Conduct and other law. Thus, the client may not be asked to agree to representation so limited in scope as to violate Rule 1.1, or to surrender the right to terminate the lawyer's services or the right to settle litigation that the lawyer might wish to continue.

[5] Proposed Comment [7] is included by the Working Group to provide additional guidance to lawyers and protection to consumer-clients, and to be consistent with other provisions of the D.C. Rules of Professional Conduct.

# APPENDIX C

**Limited Scope Representation Working Group**
**Proposed Court Rule to the**
**Superior Court of the District of Columbia**

**Limited Appearance**

(a) Permitted. In accordance with Rule 1.2(c) of the District of Columbia Rules of Professional Conduct, an attorney may enter a limited appearance in a court proceeding, including but not limited to discovery, motions practice, hearings, and trials, or parts thereof.

(b) Notice. An attorney's appearance may be limited by date, time period, activity, or subject matter if specifically stated in a notice of limited appearance filed and served prior to or simultaneous with the proceeding(s) for which the attorney appears.

(c) Termination. The attorney's appearance terminates without the necessity of leave of court:

i. if the notice of limited appearance specifically states the scope of the appearance by date or time period; or

ii. upon the attorney filing a notice of completion. The notice must be served on each of the parties, including the attorney's client.

(d) Service.

i. Service on an attorney who has entered a limited appearance is required only for matters within the scope of the representation as stated in the notice. Any such service also must be made on the party.

ii. Service on the attorney for matters outside the scope of the limited appearance does not extend the scope of the attorney's representation.

(e) Extended Appearance. An attorney may extend a limited appearance only by filing and serving a new notice of limited appearance or a notice of general appearance prior to or simultaneous with the proceeding(s) for which the attorney appears.

Comment

Nothing in this rule precludes an attorney from providing limited scope representation in matters outside court proceedings.

# APPENDIX D

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**

☐ **CIVIL DIVISION**
☐ **FAMILY COURT**
☐ **PROBATE DIVISION**
☐ _____

_____,
Plaintiff/Petitioner

v. Case No. _____

_____,
Defendant/Respondent

## NOTICE OF LIMITED APPEARANCE

THE CLERK OF THE COURT will please note that I am entering an appearance limited to (select one and specify):

☐ date:_____,

☐ time period:_____,

☐ activity:_____,

☐ subject matter:_____,

which will terminate without necessity of leave of court. If the appearance is limited by activity or subject matter, it will terminate upon my filing a Notice of Completion. If the appearance is limited by date or time period, it will terminate without filing a Notice of Completion.

I have informed my client that my appearance is limited and does not extend beyond what is specified above without mutual and informed consent and unless a new Notice of Limited Appearance is filed.

Notices and documents concerning the date, time period, activity, or subject matter described above must be served on me and my client. All other notices and documents must be served only on my client and/or any counsel who has entered an appearance on my client's behalf.

I hereby certify that the foregoing information is true and correct to the best of my knowledge and belief and that on the _____ day of _____, 20___, I served a copy of this Notice of Limited Appearance on all parties or their counsel and on my client by hand, first-class mail, or electronically by agreement of the parties, court rule or court order.

| | |
|---|---|
| Signature | Street Address |
| Print Name and Bar Number | City, State, ZIP |
| Phone Number | Email Address |
| Date | |

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**

☐ **CIVIL DIVISION**
☐ **FAMILY COURT**
☐ **PROBATE DIVISION**
☐ _____

_____,
Plaintiff/Petitioner

v. Case No. _____

_____,
Defendant/Respondent

## NOTICE OF COMPLETION

THE CLERK OF THE COURT will please note that as of the _____ day of _____, 20___, I completed the (select one):

☐ activity
☐ subject matter

specified in my Notice of Limited Appearance. The filing of this Notice hereby terminates my appearance without necessity of leave of court. I informed my client that my appearance was temporary and will terminate upon the filing of this Notice of Completion.

Any new notices or documents pertaining to this case must be served only on my client and/or any counsel who has entered an appearance on my client's behalf.

I hereby certify that the foregoing information is true and correct to the best of my knowledge and belief and that on the _____ day of _____, 20___, I served a copy of this Notice of Completion on all parties or their counsel and on my client by hand, first-class mail, or electronically by agreement of the parties, court rule or court order.

| | |
|---|---|
| Signature | Street Address |
| Print Name and Bar Number | City, State, ZIP |
| Phone Number | Email Address |
| Date | |

# APPENDIX E

**Limited Scope Representation**
**Model Engagement Provisions**

Limited Scope Agreement of Services[1]

Client and Lawyer agree that Lawyer will provide limited scope legal representation as described below. Limited scope representation is a relationship between a lawyer and a client in which they agree that the scope of legal services will be limited to a specified duration or task(s).

Client and Lawyer agree that Lawyer will NOT perform any services not specifically described below, unless Client and Lawyer agree in writing to extend the scope of representation.

Client shall be responsible for all other aspects of Client's legal matter, unless Client engages another Lawyer.

If Client and Lawyer agree to extend the scope of services provided, those services will be specifically described in an amendment to this Agreement, and signed and dated by Client and Lawyer within a reasonable time after Client and Lawyer agree to extend services. If Client and Lawyer agree that Lawyer will provide full legal representation, Client and Lawyer will enter into a new written Agreement setting forth that fact, and the full scope of services to be provided.

Client and Lawyer agree that Lawyer will perform the following services, and no others:

☐ Advice Only. Lawyer agrees to meet with Client by telephone or in person and provide a legal assessment of Client's matter.

☐ Document Drafting. Lawyer agrees to draft the following document(s):

_____

_____

Client agrees that any document(s) drafted by Lawyer will not bear Lawyer's signature or appear on Lawyer's letterhead, unless otherwise agreed to in writing. Any document(s) will bear Client's name, with Client's contact information, and Client's signature. Lawyer will not speak or advocate for Client regarding any document(s), unless otherwise agreed to in writing. Lawyer agrees to include only language and concepts in any document that Client asserts he or she understands and can articulate or advocate for. Client edits document(s) at Client's own risk.

[1] Providing brief pro bono legal services during the course of an intake or pro se clinic may not always rise to the level requiring a written communication.

☐ Negotiation. Lawyer agrees to participate in settlement negotiations on behalf of Client by providing only the following services:

_____

_____

☐ Single Event | Transaction | Task. Lawyer agrees to perform the following:

_____

_____

Once Lawyer completes what is described above, Lawyer's representation is concluded. In the event Lawyer determines that the probability of completing what is described above is unlikely, Lawyer may withdraw from Client's matter by providing written notice to Client and opposing party(ies) and counsel(s).

☐ Appearance(s) Limited by Date, Time Period, Activity, or Subject Matter. Lawyer shall appear in a court of law, before a governmental authority or agency, in an arbitration, deposition, or other meeting, or at a hearing or conference on behalf of Client in the following case:

_____ on the following date(s):

_____

and/or for the following activity or subject matter:_____

_____

For this appearance(s) only, Lawyer is representing Client and is authorized to present Client's case and take all reasonable actions to represent Client's interests. When required, Lawyer agrees to file and serve a Notice of Limited Appearance, Notice of Completion and/or any other notice required by the court of law or governmental authority or agency. If Lawyer and Client agree to extend Lawyer's services, including any appearance(s), those services will be specifically described in an amendment to this Agreement, and signed and dated by Client and Lawyer.

**Limited Scope Representation**
**Model Informed Consent**

I have read this *Notice and Consent* and understand and agree that:

- ☐ The only legal services that will be provided by the lawyer are specified above.
- ☐ The lawyer will not be my lawyer for any other purpose or proceeding and will provide no other legal services unless specified and agreed to in writing.
- ☐ The lawyer may enter a limited appearance to represent me in a court of law, before a governmental authority or agency, in an arbitration, deposition, or other meeting, or at a hearing or conference. The appearance will terminate either automatically or upon the filing of a Notice of Completion or other notice required by the court of law or governmental authority or agency.
- ☐ The address provided below is my permanent address that the lawyer, opposing party(ies) and court may use to contact me. I will inform the lawyer, opposing party(ies) and court if my address changes.
- ☐ The lawyer answered all my questions about this agreement and the limited nature of the representation.
- ☐ I am able to read and understand English.
- ☐ This *Notice and Consent* was read to me by the lawyer.
- ☐ This *Notice and Consent* was interpreted and/or translated for me.

This *Notice and Consent* is being provided to you pursuant to Rule 1.2(c) of the D.C. Rules of Professional Conduct.

# APPENDIX F

## HOW DOES LIMITED SCOPE REPRESENTATION WORK?

**What is limited scope representation?**

Limited scope representation is a relationship between a lawyer and a client in which they agree that the lawyer will provide legal services limited to a specified time period or tasks. In other words, you may ask a lawyer to help you with only parts of your case, either because you cannot afford to hire a lawyer to fully represent you or because you do not think you need or want a lawyer to handle every part of your case. Examples include:

- You may ask a lawyer for legal advice or to suggest a strategy for how to win your case.
- You may ask a lawyer to help you draft letters or court papers.
- You may ask a lawyer to represent you at a mediation or settlement conference.
- You may ask a lawyer to represent you at a deposition or court hearing.

The only legal services that will be provided by your limited scope lawyer are those that you jointly agree to and are written in an agreement. Your lawyer will not be your lawyer for anything else and will provide no other legal services unless specified and agreed to in a new agreement. You should be prepared to handle the other parts of your case yourself or you may ask another lawyer for help.

**Why is it important to discuss my case fully with my lawyer?**

Even though your lawyer may only be handling certain parts of your case, he or she still needs to know all the facts. There may be important legal issues in your case that only a lawyer can understand. Your lawyer cannot advise you on how to proceed or effectively help you unless he or she knows all the facts. And just like when a lawyer provides full representation, a limited scope lawyer must not disclose to the court or other side anything you share with him or her.

Also, it is important that you advise your lawyer about <u>every</u> document and notice you receive from the court or other side, even if you think your lawyer may have received a copy.

Remember, you provide your lawyer with all the facts and let your lawyer provide you with information about the law. Never guess about the law and how it may apply to your case. The law shows you see on TV and many websites on the Internet can be inaccurate. Talk to your lawyer!

**What if new issues come up after I have spoken with my lawyer?**

Sometimes new issues will develop or information will change after you first talked to your lawyer and started working together. If that happens, it is important to tell your lawyer and discuss them immediately, even if it is only a change in address. You and your lawyer are a team, and your lawyer can only help you if you continue to provide all the information about your case during your entire relationship.

**Can I change my mind about what I want my lawyer to help me with?**

Yes. You and your lawyer may decide together whether and how to change what the lawyer will help you with. You may ask and your lawyer may agree to provide more help. Or you may decide you don't want or need the lawyer's help as much as you first thought. Any change must be in writing so that you and your lawyer are absolutely clear about what the lawyer has agreed to do. Some changes may need to be approved by the court or agency if your attorney filed a notice of appearance.

**How much will it cost?**

Some limited scope lawyers charge fees for their services. Others provide free legal services for low-income clients. You and your lawyer should agree in writing whether or how much you will pay for his or her services.

**What if I have more questions about limited scope representation?**

You should only enter into a limited scope relationship with your lawyer if you completely understand how it works and how it is different from full scope representation. If you have any questions, please ask your lawyer.