

Limited Scope Representation Attorney Tool Kit

The purpose of this Limited Scope Representation Attorney Tool Kit is to assist attorneys in integrating Limited Scope Representation into their practice. The following forms are included:

- Sample Limited Scope Representation Agreement –General Civil Law,
- Sample Limited Scope Representation Task Assignment Checklist –General Civil Law
- Sample Issue Checklist – General Civil Law,
- Sample Notice of Limited Appearance, and
- Sample Motion to Withdraw.

These forms are presented as adaptable Word documents so that attorneys can modify each document to best fit their needs. They are intended to be templates from which a Limited Scope Representation practice can be established.

The Agreement, Task Assignment Checklist, and Issue Checklist should be used together to form a cohesive and comprehensive understanding between the attorney and client as to what issues will be covered during the representation and who will perform the necessary tasks. The attorney and client should sign and date all the documents to show their understanding as to the issues and tasks the representation entails.

The **Representation Agreement** is geared towards either family or general civil law. It consolidates the Issue Checklist with the Task Assignment Checklist into a contract for services. The Task Assignment Checklist should be attached as a binding component of the agreement.

The **Task Assignment Checklist** is geared towards either family or general civil law. It serves as an outline and agreement for which portions of the case will be handled by the attorney and which will be handled by the client. It is a necessary component of the Representation Agreement and is referenced several times in that document.

The **Issue Checklist** is geared towards either family or general civil law. It outlines several general issue areas that should be covered during an initial interview with a client. It serves as a reminder to both the attorney and client to what was discussed during the meeting and what issues will be covered in the representation. It includes a section on “coaching” options – areas in which the attorney advises the client on how to represent him/herself.

The **Notice of Limited Appearance** is a general document that should be used if the attorney and client agree in the Task Assignment Checklist and Representation Agreement that the attorney will become “of record” for some portion of the case.

The **Motion to Withdraw** is a general document that should be used when the portion of the case the attorney became “of record” has concluded.

LIMITED SCOPE REPRESENTATION AGREEMENT

GENERAL CIVIL LAW

Identification of Parties: This agreement is made between Attorney, _____ and Client, _____ . Both parties signed two original versions and each party received a signed original.

1. Nature of Case. Client requests services from Attorney in the type of case listed below:

BANKRUPTCY

CONTRACT

LANDLORD/TENANT

PROBATE/WILLS

REAL ESTATE

OTHER: _____

2. Client Responsibilities and Control. Client will handle all parts of the case except those that are assigned to Attorney. Client will be in control of the case and will be responsible for all decisions made during the case.

Client agrees to:

- a. Cooperate with Attorney and Attorney's staff by giving them all information they reasonably request about the case.
- b. Tell Attorney anything s/he knows about the case, including any concerns s/he has about the case, and to update Attorney as new information or concerns occur.
- c. Provide Attorney with copies of all court documents and other written materials that the Client receives or sends out about the case.
- d. Immediately provide Attorney with any new court documents, including pleadings or motions, received from the other party.
- e. Keep all documents related to the case together and organized in a file for Attorney to review as needed.

3. Attorney Responsibilities.

- a. **Assigned Services.** Client and Attorney have completed the Task Assignment Checklist attached to this document. Attorney is responsible for completing the services marked "Yes" in the "Attorney To Do" column. Client is responsible for completing the services marked "Yes" in the "Client To Do" column. If someone other than Attorney or Client is responsible for completing a

service, "Other" will be written to the right of the "Client To Do" column. Client is also responsible for any service not assigned specifically to Attorney or "Other".

Limitation of Issues. Attorney is responsible for **only** the following issues:

b. Unassigned Services and Limited Issues.

- **ATTORNEY IS RESPONSIBLE FOR ONLY THE SERVICES UNDER THE "ATTORNEY TO DO" COLUMN OF THE ATTACHED TASK ASSIGNMENT CHECKLIST AND THE ISSUES LISTED IN THE "LIMITATION OF ISSUES" PARAGRAPH ABOVE.**
- Client is responsible for any service not assigned specifically to Attorney or "Other".

c. Additional Services. Client may request that Attorney provide additional services. If Attorney and Client agree that Attorney will perform other services or work on other issues, those changes must be dated and initialed by both Attorney and Client on the attached Task Assignment Checklist. Attorney will be responsible for the additional services on the date that both Attorney and Client initial the change. If Client decides to retain Attorney to handle Client's entire case, Client and Attorney will sign a new written Agreement that outlines Attorney's additional responsibilities in Client's case. Client will pay additional fees for additional services.

d. Right to Seek Advice of Other Counsel: Client has the right to ask another attorney for advice and professional services at any time during or following this Agreement.

e. No Guarantees. Client states Attorney has not made any promises or guarantees that his/her involvement in the case will cause a certain outcome or result.

Attorney cannot guarantee the case will be successful. Client states that 1) Attorney has not promised or guaranteed an outcome, 2) Attorney has not promised or guaranteed how long the case will take to resolve, and 3) Attorney may give his/her opinion about how the case may end, but those statements are just opinion, not a promise or guarantee.

f. No Settlement without Client's Consent. Attorney will not settle Client's case without Client's consent.

4. Attorney of Record. Attorney and Client intend that Attorney will only perform the services assigned to Attorney. If the service requires Attorney to become attorney of record or make a Court appearance, Attorney is only responsible for the assigned services. If the Court requires Attorney to be responsible for other services or issues that Attorney and Client did not agree to, Attorney may withdraw as Client's attorney. If Attorney withdraws as Client's attorney, Client will file any Substitution of Attorney forms Attorney reasonably requests. If Attorney accepts the additional services the Court orders, Client shall pay Attorney additional fees for those services. The hourly pay rate is listed below in paragraph 5.

5. **Method of Payment for Services:**

a. Client has initialed the payment type that best works for them:

a. *Flat Fee*

Client will pay the entire fee of \$ _____ when this Agreement is signed.

b. *Partial Fee*

The total fee for this service is \$ _____. Client will pay a partial fee of \$ _____ when this Agreement is signed. Client will pay the remaining \$ _____ by or before _____.

c. *Installments*

The total fee for this service is \$ _____. Client will pay off this fee in installments, as described here: _____

_____.

d. *Hourly Fee*

Attorney charges the following hourly fee:

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

The hourly fee is payable at the time of the service unless agreed to by Attorney and Client in paragraph 5b below. Attorney's charges will be based on one-tenth of an hour (six minutes) with rounding to the nearest one-tenth.

b. **Payment from Deposit.** Client will pay to Attorney a deposit of \$ _____, which must be paid to Attorney on or before _____. Attorney will deposit this money in his/her trust account. Attorney will perform services based on the hourly rate listed above in paragraph 5a. Client authorizes Attorney to deduct payment from this deposit when services are performed.

Interest earned by the deposit will be paid to the Texas Access to Justice Foundation, as required by law, to fund legal services for low income individuals. When Attorney completes all the assigned tasks, if there is money left from the deposit, Client will receive a refund.

c. **Costs.** Client will pay Attorney's out-of-pocket costs. These include long distance fees, copying, and postage. Client will directly pay costs to third parties. These include filing fees, investigation fees, deposition fees, etc. Attorney will not advance costs to third parties on Client's behalf.

d. No Guarantees as to Fees and Costs. **Client states that Attorney has not promised how much the total costs and fees would be for Client's case. At this time, Attorney is unable to estimate the cost of legal fees. As the case develops, Attorney will discuss with Client how much he/she estimates the legal fees will be if Client wishes.**

- 6. Discharge of Attorney:** Client may fire Attorney at any time. Client must give Attorney written notice. The termination is effective when Attorney receives the written notice. Unless Attorney and Client agree, Attorney will provide no further services after he/she receives the termination notice. Client must pay Attorney for all services provided and must reimburse Attorney for all out-of-pocket costs incurred prior to the termination.
- 7. Withdrawal of Attorney:** Attorney's obligation to Client is over once he/she completes all the services listed on the attached Task Assignment Checklist. If Attorney became Attorney of Record, he/she shall withdraw from the case.

In addition, Attorney may withdraw at any time as permitted under the Texas Disciplinary Rules of Professional Conduct. The Rules allow an attorney to withdraw for several reasons, including: a) Client consents, b) Client's conduct makes it unreasonably difficult for Attorney to effectively work, or c) Client fails to pay Attorney's fees or costs as required by this Agreement.

Even if Attorney withdraws, Client must pay Attorney for all services provided and must reimburse Attorney for all out-of-pocket costs incurred prior to the withdrawal.

Release of Client's Papers and Property. Once all of Attorney's services are performed, if Client requests Client's papers and property be returned, Attorney will release all of Client's papers and property to Client within a reasonable period of time. If Client does not make this request, then Attorney may dispose of the papers and property after three years following completion of services.

8. Resolving Disputes between Client and Attorney

- a. Notice and Negotiation.** If Attorney or Client has any disputes, they will inform the other in writing. Both Attorney and Client agree to meet within ten (10) days of the written notice to negotiate a solution.
- b. Mediation.** If Attorney and Client cannot reach an agreement during negotiation, Attorney and Client shall attempt to agree on a neutral mediator within fifteen (15) days of the failed negotiation. If Attorney and Client cannot agree on a neutral mediator, they shall request that _____ select a mediator. The mediation shall occur within fifteen (15) days after the mediator is selected. Attorney and Client shall share the costs of the mediation, but paying costs and attorney's fees may be part of the mediation. Client does not waive his/her rights to a trial de novo (a new trial) by agreeing to this mediation.

- 9. Amendments and Additional Services.** This written Agreement and attached Task Assignment Checklist outline all the rights and responsibilities of Attorney and Client. All amendments shall be in writing and made part of this Agreement.

- 10. Severability in Event of Partial Invalidity:** Even if part of this Agreement is found to be unenforceable for any reason, the rest of the Agreement will remain in effect.

- 11. Applicable Law and Forum.** This Agreement shall be understood under the laws of the State of Texas and the parties shall complete their assignments in _____ County, Texas.

The Agreement shall bind the parties and their legal representatives, including heirs, executors, administrators, successors, and assigns.

- 12.** Attorney has informed Client that the case may involve tax issues. Attorney is not a tax expert and cannot give tax advice. Client may ask a tax expert for advice on any tax issue.
- 13.** Any agreement Attorney and Client had before this Agreement is cancelled. All changes to this Agreement must be in writing, dated, and signed or initialed by both Attorney and Client. Even if Attorney or Client do not enforce this Agreement or do not require the other to fulfill his/her obligation, the Agreement is not invalid or waived.
- 14.** I have carefully read this Agreement and understand all of its provisions. I show I agree with the following statements by initialing each one:
- a. I have accurately described the nature of my case in Paragraph 1.
 - b. I am responsible for 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 the "Attorney To Do" column of the "Attorney/Client Assignment Attachment for General Civil Law Service Agreement". I take responsibility for all other aspects of my case, both those services assigned to me under the "Client To Do" column of the attached Task Assignment Checklist and those not assigned to anyone.
 - 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 8.
 - g. I understand that any amendments to this Agreement will 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.

NOTICE TO CLIENTS

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with an attorney involves professional misconduct, the State Bar Office of the General Counsel will provide you with information about how to file a complaint.

For more information, please call 1-800-932-1900. This is a toll-free call.

CLIENT SIGNATURE _____ **DATED:** ____/____/_____

ATTORNEY SIGNATURE _____ **DATED:** ____/____/_____

Task Assignment Checklist for
General Civil Law Service Agreement

Draft correspondence		__/__/__	
Review and edit correspondence prepared by Client		__/__/__	N/A
Legal research (list issues):		__/__/__	
Advice about settlement proposals		__/__/__	N/A
Draft settlement proposal		__/__/__	
Review and edit settlement proposal prepared by Client		__/__/__	N/A
Review of settlement proposal submitted by opposing party, and advice regarding same			N/A
Advice about negotiation and alternative dispute resolution		__/__/__	N/A
Negotiation of specified issues (list):		__/__/__	
Mediation of specified issues (list):		__/__/__	
Advice about conducting a hearing and presenting evidence			N/A
Prepare subpoenas		__/__/__	
Review and edit subpoenas prepared by Client		__/__/__	N/A
Outline witness testimony and/or argument (specify)		__/__/__	
Trial of specified issues (list):			
Advice about orders and judgments		__/__/__	N/A
Draft orders and judgments (describe):		__/__/__	
Review and edit orders and judgments prepared by Client and/or opposing party		__/__/__	N/A
Advice about other documents (describe):		__/__/__	N/A
Draft other documents (describe):		__/__/__	
Review and edit other documents prepared by Client and/or opposing party(describe):		__/__/__	N/A

Task Assignment Checklist for
General Civil Law Service Agreement

Other (describe):		_ / _ / _	
Other (describe):		_ / _ / _	
Other (describe):		_ / _ / _	
Advice about appeal		_ / _ / _	N/A

CLIENT SIGNATURE _____ DATED: ___/___/___

ATTORNEY SIGNATURE _____ DATED: ___/___/___

Initial Interview Checklist of Issues - General Civil

I met with _____ on _____, 20____

regarding _____

I performed a conflicts check on: _____

We discussed the following issues:

Date of Incident/Occurrence _____

Legal Theories/Causes of Action/Elements of Claim or Defense _____

Statute of Limitations _____

Underlying Goals _____

Likely Response from Other Side _____

Possible Settlement _____

Costs of Litigation _____

Alternatives to Litigation _____

Challenges of Case _____

Ability to Collect Judgment _____

Possible Insurance Coverage _____

Possible Bankruptcy (either debtor or creditor) _____

Duration of Case _____

Jurisdictional Issues _____

Venue _____

Possible Service of Process Challenges _____

Defenses _____

Motions Attacking the Pleadings _____

Discovery _____

Burdens of Proof _____

Evidence _____

Witnesses _____

Other related matters (i.e. relationship of parties) _____

Ability to Self-Represent _____

We discussed the pros and cons of Limited Scope Representation: _____

Advised of right to seek counsel on issues outside of the scope _____

Other: _____

We discussed the following coaching options: _____

Client's initials: _____ Date: _____

Attorney's initials: _____ Date: _____

[CAPTION]

Notice of Limited Appearance

The undersigned Attorney and Party have executed a written agreement whereby the Attorney will provide limited representation to the Party.

The Attorney's appearance in this matter is limited to the following hearing(s) on the following issue(s):

Date of Hearing(s) (if known): _____

Issue(s) to be Heard: _____

Upon termination of representation indicated above, the Attorney will file a Motion for Withdrawal of Limited Appearance in this Court, and serve a copy upon the party and opposing counsel and/or party.

The Attorney named above is "Attorney of Record" and available for service of documents only for the hearing(s) and issue(s) as described above. For all other matters, the party must be served directly at the address shown below.

Signature of Party

Type or print Name of Party

Address (for the purpose of service)

Party's Telephone Number

Date

I certify that I have this day served the foregoing Notice of Limited Appearance on all counsel and all parties not represented by counsel.

Signature of Attorney

Type or Print Name of Attorney

Attorney's Address

Attorney's Telephone Number

Date

State Bar No.

[CAPTION]

Motion for Withdrawal of Limited Appearance

The undersigned Attorney hereby moves the Court to permit Withdrawal of Limited Appearance as Attorney for [name and designation of party] _____
_____ in the above action.

The undersigned attorney hereby certifies that s/he has performed all tasks required under the Limited Representation Agreement with the Client and under all applicable rules of Court.

Said Attorney has knowledge of the following settings and deadlines in this case:

I certify that I have this day served a copy of this Notice of Withdrawal on the aforesaid party and upon all counsel and all parties not represented by counsel.

Date _____

Signature of Attorney

Type or Print Name

Address

Attorney's Telephone Number

State Bar No.

The undersigned party acknowledges that Attorney has completed all tasks required under the Limited Representation Agreement.

I acknowledge receipt of the foregoing Notice of Withdrawal.

Signature of Party

Type or Print Name of Party

Address (for the purpose of service):

Party's Telephone Number

Date