

Limited Scope Representation Materials for Wyoming Attorneys

**Developed by Equal Justice Wyoming
In Cooperation with the Wyoming State Bar
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About this Guide

This guide to limited scope representation includes suggested samples, forms, guidelines and handouts that have been developed to use in limited scope representation. The materials herein are not official court forms and are not appropriate for every case or situation. These forms offer a variety of suggestions that you should tailor to your particular practice as appropriate. Each case and client presents unique facts and professional and ethical considerations in the use of limited scope representation. Nothing in these materials is meant to be a substitute for your own professional judgment.

What is Limited Scope Representation?

Limited scope representation includes a range of attorney-client relationships where the attorney handles part, but not all, of a legal matter. Limited scope representation is also sometimes called unbundled or unbundling of legal services or limited assistance representation. It can include a variety of services including the lawyer providing advice and counsel, or assistance with drafting or reviewing documents or pleadings, or even making a limited appearance in court in a legal proceeding.

Limited scope representation takes the traditional model of full representation and breaks the legal services into discrete tasks. The attorney and client then agree to limit the attorney's role only to those agreed upon tasks or issues. Usually this unbundling of legal services is billed on a fee-for-service basis. The client pays only for those tasks that the attorney performs.

Basic Ethical Considerations in Limited Scope Representation

While most of the rules of ethics for full representation apply to limited scope representation as well, there are some special rules and considerations to keep in mind:

1. Limiting the scope of representation requires the client's informed consent;
2. The informed consent to the limitations should be documented, but the consent is not required to be in writing;
3. An attorney has a duty to advise clients fully about issues, even if not asked;
4. Any changes to the scope of representation should be documented;

5. An attorney should disclose assistance provided in preparing court documents for a *pro se* party in compliance with Comment 7 to Rule 1.2 of the Rules of Professional Conduct.
6. If you agree to make a limited court appearance, you must file a Limited Entry of Appearance or you will be making a general appearance in the case. Once **you have made a general appearance, it is unlikely you will be able to later** limit your representation in the matter.
7. One of your responsibilities as an attorney advising clients about limited scope representation is to advise the client about the risks inherent in limited scope representation.

Rules Related to Limited Scope Representation

The following are rules and comments to the rules that are specific to limited scope representation. Remember, most other rules of professional responsibility remain the same.

Rules of Professional Responsibility

Rule 1.1 Competence. A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

Comment 5 to Rule 1.1 includes the following. “A lawyer and a client may agree, pursuant to rule 1.2(c) or Rule 6.5, to limit the scope of the representation. In such circumstances, competence means the legal knowledge, skill, thoroughness and preparation reasonably necessary for the limited representation.”

An attorney must provide competent representation even when providing limited scope services. In providing limited scope services, the attorney must undertake preparation that is reasonably necessary under the circumstances of the limited scope agreement.

Comment 8 to Rule 1.2 gives further guidance on necessary competence. “Although an agreement for 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.”

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. An otherwise unrepresented person to whom limited representation is being provided or has been provided in accordance with this rule is considered to be unrepresented for purposes of Rules 4.2 and 4.3 unless the opposing lawyer knows of or has been provided with:

- (1) a written notice stating that the lawyer is to communicate only with the limited representation lawyer as to the subject matter of the limited representation; or
- (2) a written notice of the time period during which the lawyer is to communicate only with the limited representation lawyer concerning the subject matter of the limited representation.

Comment 6 to Rule 1.2 provides: “Subsection (c) is intended to facilitate the provision of unbundled legal services, especially to low-income clients. “Unbundled” means that a lawyer may agree to perform a limited task for a client without incurring the responsibility to investigate or consider other aspects of the client’s matter. The 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.

Comment 7 to Rule 1.2 provides: “If a lawyer assists in drafting a pleading, the document shall include a statement that the document was prepared with the assistance of counsel and shall include the name and address of the lawyer who provided the assistance. Such a statement does not constitute an entry of appearance or otherwise mean that the lawyer represents the client in the matter beyond assisting in the preparation of the document(s).

Uniform Rules for District Courts

Rule 102(a)(1) An attorney appears in a case:

...(C) By a written entry of appearance. Except in a criminal case, a written entry of appearance may be limited, by its terms, to a particular proceeding or matter.

(2) Except as otherwise limited by a written entry of appearance, an appearing attorney shall be considered as representing the party or parties for whom the attorney appears for all purposes.

Rule 102 (c) ...An attorney who has entered a limited entry of appearance shall be deemed to have withdrawn when the attorney has fulfilled the duties of the limited entry of appearance.

Compliance with Other Rules

Remember that limited scope representation does NOT limit your liability as an attorney and does NOT change most of the rules of ethics and professional responsibility. It is still important to:

1. Avoid conflicts of interest and run conflict checks (you may provide some limited services as part of a non-profit legal clinic under Rule 6.5, but before providing any further services, it is important to run a thorough conflict check.);
2. Do not provide assistance to two adverse parties in the same action in violation of the Rules of Professional Responsibility;
3. Maintain a duty of confidentiality;
4. Comply with the general duty not to communicate with another represented person;
5. Limiting the scope of representation does not limit your exposure to liability for work you agree to perform, and it is not permissible to prospectively limit your liability in your agreement with your client.

Best Practices for Limited Scope Representation

It is recommended to follow best practices when providing limited scope representation in order to avoid misunderstandings with clients and to try to avoid

common pitfalls of limited scope arrangements. In following best practices in limited scope arrangements you should:

1. Document your file;
2. Use checklists to ensure tasks are completed;
3. Use good judgment in defining the scope of representation;
4. Draw a bright line box and be clear in the scope of the representation;
5. NEVER step outside the defined scope of representation without entering into a new written agreement and drawing a new bright line box;
6. Remember that it is NOT right for every client, every case, or every issue.

If you are not comfortable handling a particular case, issue, or client on a limited scope basis, then either provide full representation services to the client, or decline the case. Limited scope representation should not be used in every case and you must use your professional judgment to decide if it is reasonable under the circumstances.

Tips on Case Selection and Entering into Limited Scope Representation Arrangements

Because limited scope representation is not right for every case and must be reasonable under the circumstances, case and client selection is important in selecting cases to handle on a limited scope basis. Limited scope representation is not right for every client or every case. It works best for clients who are reasonable, responsible, have common sense, and are self-help oriented. The following are some additional tips to consider on case selection and entering into limited scope representation arrangements.

1. Work within your expertise. If you are unfamiliar with an area of the law, it is not wise to take a case outside of your expertise on a limited scope basis. It may be difficult to anticipate and fully advise a client in cases that are outside your area of expertise. Although you may limit the scope of your representation in a case, you still have a duty to alert a client to related matters that are reasonably apparent. It may be difficult to spot related issues that need to be addressed if you are not familiar with the area of law.
2. Do not be pressured by emergencies. Be wary of clients that wait until the last minute to deal with a legal situation. Consider advising the client on ways to move the deadline, if possible, to allow adequate time for review or representation.
3. Consider carefully prospective clients who have already involved multiple attorneys on the same case. Be wary of these potential clients just as you

- would in considering accepting them for full representation. Involving multiple attorneys can be a sign that the potential client is searching for a lawyer with the “right answer.” Although, it could also be that other attorneys did not offer limited scope services. It is important to ask follow-up questions to find out why a potential client has been to multiple attorneys if that is the case.
4. Avoid clients with unreasonable expectations. Part of an attorney’s job in offering limited scope representation is to educate and inform the client of the legal system and available options and remedies. Most *pro se* litigants will not have entirely realistic expectations. But, it is important that the *pro se* litigant listen to and understand your advice. If you do not believe that you can be successful in reining in a client’s unreasonable expectations, you should decline the representation.
 5. Clients with limited capacity or language barriers may not be good candidates for limited scope assistance. Limitations on the scope of services must be an informed decision. A client with limited capacity or with barriers to understanding the language may not be able to make an informed decision. If the client is lacking mental capacity, they are not a good candidate for limited scope representation. If there are language barriers, this presents special issues. You must make sure that the client understands and can give informed consent to the limitations on the representation.
 6. A good initial diagnostic interview is essential in case selection for limited scope representation.
 7. Clearly address the fee structure and expectations in the initial interview. Be very clear about fees in order to avoid any confusion or misunderstandings with the client.
 8. Advise the client of their right to seek advice on issues outside the scope of the limited representation.

Tips for Handling a Limited Scope Case after Case Acceptance

Once you have selected a case for limited scope representation, it is important to keep track of the responsibilities of both you and the client. Any changes in the scope of representation should be documented. This is important in order to avoid misunderstandings with the client.

1. Use checklists to make sure that you and the client both know who is responsible for each task and that each task gets completed on time.

2. Use a clear fee agreement so there will be no surprises or misunderstandings with the client.
3. Document your file. Documentation is important and is good advice in any type of legal work, but it is especially important in limited scope representation. It is important to document discussions with *pro se* litigants when providing advice and guidance on a particular path to take.
4. Memorialize changes in the scope of the representation in writing as they come up. Never do work outside of the agreed scope of services until you have entered into a new agreement documenting the change in the scope of representation. It is a good idea to have any change signed by both the attorney and the client.
5. Explain choices and limitations of the representation clearly to the client.

Warning: Standard “boilerplate” language of a full-service representation fee agreement or engagement letter is NOT sufficient for a limited scope representation arrangement.

Care must be taken in preparing fee agreements and engagement letters for limited scope representation. This is essential because of the importance of documenting the mutual agreement between the attorney and client and to avoid any confusion. Documenting the limited scope arrangement through fee agreements and engagement letters is one of the most important steps to take to avoid misunderstandings with clients.

One of the easiest ways to document the scope of representation is through the use of checklists. Examples have been included in these materials of checklists apportioning tasks or apportioning issues in a legal matter between the attorney and the client. Attorneys can develop forms for each of the common types of cases they handle on a limited scope basis. The use of checklists is an easy and straightforward way to document the agreed limitations in the scope of the services.

The checklists apportioning tasks between the attorney and the client should be a contemporaneous record of the discussion with the client, memorializing the agreement and also the fact that the attorney discussed each of the tasks or issues that might arise in the matter. Checklists are also a good tool to make sure that each task is assigned clearly to either the attorney or to the client and that nothing is left out. This is also a tool to educate the client on their responsibilities in the case and what they will be taking on.

In this process, it is important that the attorney advise the client on related issues, so a thorough intake is essential. The client should be advised on all of the aspects of the legal problem presented. Only then can the client make an informed decision about the limitations on the scope of the representation.

The attorney has a duty to advise the client of legal issues that are reasonably apparent. **The attorney does not have to represent the client on related issues outside the agreed scope of the representation, but the attorney must advise the client of the existence, so that the client's agreement to decline representation on those issues is an informed decision.** Documentation that the related issues were discussed and the client declined assistance is recommended.

Remember, limitations on the scope of representation are permissible and ethical as long as they are reasonable under the circumstances, informed, and properly documented.

Changing the Scope of Representation after Case Acceptance

Sometimes later issues arise or the client decides they would like assistance with tasks or issues for which they previously declined assistance. If new issues arise in the context of an existing limited scope representation arrangement, it should be treated as a related issue. It should be discussed with the client using the same analysis that the attorney would use at the initial intake or consultation. The attorney should determine if it is reasonable to assist the client with the new issue or task on a limited scope basis. It is best practice that any new agreement should be memorialized in writing and signed by both the attorney and client.

A sample letter is included with these materials to assist the attorney in documenting a modification in the scope of the representation. Ensuring the client signs any agreement to modify the original limited scope agreement is not required by the rules, but helps to avoid any confusion or misunderstanding between the client and attorney.

There are other common situations which may prompt a change in the scope of the representation. Non-attorneys many times have unrealistic expectations of what happens in court. After trying to go forward *pro se*, some clients decide they want the full services of the attorney. This situation often occurs as litigants learn that what really happens in court is much different than what television and movies portray. If the client decides he or she wants full-service representation after all, it is important to replace the limited scope agreement with a full-service agreement.

Tips for Ending the Representation

Just as it is important to be clear when entering into limited scope representation, it is equally important to be clear in ending the representation.

1. Let the client know that the representation has ended. There should be no surprise that you are ending the representation when you have completed your work on a case. But, it is best to document in writing that you have notified the client that you have completed your representation and that you are no longer responsible for any work on the case. A sample closing letter is included in these materials.
2. If you have entered a limited court appearance, let the court know that you have completed your representation and are no longer on the case. Under Rule 102 of the Uniform Rules for District Courts, an attorney who enters a limited appearance in a court case is deemed to be withdrawn once they have fulfilled the duties of the limited appearance. There is no formal requirement of withdrawal from the case, but it is important to notify the court and any opposing parties when you have fulfilled your limited duties on the case. A sample Notice of Completion and Withdrawal of Counsel has been included with these materials to use in these situations.
3. Remind the client of any known deadlines or other tasks that are pending for which the client is responsible after you have ended the attorney-client relationship. These reminders can be included in the closing letter to the client.

A Word on Liability

Liability is a serious matter. Lawyers are concerned, and rightly so, in thinking about liability issues. These materials hopefully highlight some of the pitfalls of limited scope representation and provide suggestions for identifying and avoiding them. However, there is no substitute for your own professional judgment. If you doubt that a client can understand and give informed consent to the limitations of the scope of services, then that client is probably not a good candidate for limited scope representation. Remember, limited scope representation is NOT right for every case, every client, or every situation. As a professional, use your judgment to determine if limited assistance is appropriate.

In determining if the limitations to the representation are reasonable, the attorney does not have to ensure that the client will be as good as a trained attorney at handling the matter. Rather, the determination is whether the limitation was reasonable and the client's consent was informed after being advised on the inherent risks of the limitations.

The purpose of these materials and training is to provide attorneys with ideas for new ways to assist clients, to help clients navigate the legal system in a meaningful way, and expand the number of individuals that have assistance in finding their way through the legal system.

These materials have been provided to assist attorneys in developing ways to use limited scope assistance in their practice. But remember, each attorney-client relationship involving limited assistance must be tailored to the specific client, issue, and circumstance. The materials here are provided to help attorneys develop their own forms and materials adapted to their own unique practice.

Limited Scope Representation Materials

These materials are designed to help you document your file and ensure that you and your client are in agreement and have an understanding of the limitations on the scope of your representation. These forms and materials are designed as templates which should be tailored to your particular practice.

Limited scope representation can be fluid and it is important that you document not only the original limited scope agreement, but any modifications to that agreement until the case or representation is concluded. Checklists are an important tool in keeping track of the attorney's and client's responsibilities and making sure that those responsibilities are completed. Sample checklists have been provided to help you get started in creating checklists for you and your staff to track limited scope cases.

Use your judgment in tailoring the forms to fit your practice. You may use some or all of the forms depending on the types of limited scope services you offer.

Descriptions of the forms provided with these materials are as follows:

1. Limited Scope Representation Description/Client Handout – This form is designed to help you educate your client about options available for limited

scope representation. Many clients will not be familiar with the different ways that the limited services of an attorney can help them.

2. Sample Tasks/Issues to be Apportioned checklists – These forms are designed to document the issues or tasks you discuss with the client. You can divide the work by apportioning tasks or issues. The attorney and client should each initial and sign the checklists. A new checklist should be completed each time the scope of the representation changes.
3. Open File Checklist – This is designed to help ensure the essential documents, such as the notice and consent form, are included in the client’s file.
4. Fee Agreements – There are two fee agreements included in these materials. One is for use in a situation in which the client only seeks to have a single consultation with the lawyer, such as for document review. The other fee agreement is for further consulting services. You will need to tailor your fee agreement as appropriate for your practice. But remember, a clear fee agreement is essential in limited scope representation.
5. Limited Entry of Appearance – You should tailor this pleading for use in cases in which you make a limited court appearance. Remember that unless you file a limited entry of appearance, you will be making a general appearance in the case and will be responsible for the full case.
6. Notice of Completion and Withdrawal of Counsel – If you have entered a limited entry of appearance and appeared in court, it is best practice to notify the court that you have fulfilled your limited duties in the case and that you are withdrawn. This should make it clear to the client, court, and opposing parties when you have completed your representation and are no longer on the case.
7. Sample Change in Scope Letter – This letter should be sent to the client to document any changes in the scope of representation. A revised checklist of tasks or issues apportioned should be sent to the client with the change in scope letter. It is important that the revised agreement be signed by the client before the attorney begins work on any new tasks or issues.
8. Sample Closing Letter – It is important to document your exit from the case and termination of your representation in the matter. When you have completed all the tasks for which you were engaged, clearly communicate that to the client in writing.

Limited Scope Representation

Sample Forms

Client Handout

Limited Scope Representation Description

What is limited scope representation?

Limited scope representation (sometimes called “unbundled legal services”) is a way that an attorney can help you with part of your case while you do the rest of your case.

For example:

1. You can consult with an attorney to prepare or review your paperwork, but attend the hearing yourself;
2. You can represent yourself through the whole case, and periodically consult with an attorney who can coach you on the law, procedures and strategy;
3. You can do the preparation yourself and hire an attorney just to make the court appearance for you;
4. You may want to do your own investigation of the facts (“discovery”) and ask the attorney to assist you in putting the information in a format which is useful to the court;
5. You may ask the attorney to be on “standby” while you attend the settlement conference yourself.

With limited scope assistance, you may be able to handle the whole case yourself, except for a few technical areas where the attorney can help you. It really is between you and the attorney how much of your case you hire them to do. If you do this, it is important to keep returning to the same attorney. Otherwise, you’re paying a new person to get up to speed on your case each time that you consult.

Some areas of the law are *extremely technical* and it is rare for non-attorneys to effectively handle them. Among these are pension rights, stock options, and business interests. You will almost certainly need the assistance of an attorney if your case involves any of these issues.

Why is it important to discuss your case thoroughly with your attorney?

It is important to thoroughly discuss **all aspects** of your case (even those which **you** think are simple) with your attorney before deciding which parts you want to do yourself and which ones the attorney will assist you with. It is equally important to realize that there may be important issues presented by your case that you aren’t even aware of. You could be at serious legal risk about an issue you don’t even realize exists. If you don’t discuss them with your attorney, how will you know?

Never make assumptions about the law which applies to your case. The law shows you’ve seen on TV are rarely accurate, and just because you’ve “seen it on TV,”

doesn't mean it is correct, or even "legal." The **only** way you know how the law will apply to your case is to discuss it with a qualified attorney.

Sometimes new issues will come up after your case is started. If they do, it is important to advise your attorney and discuss them, so that you know the potential legal consequences to you. Remember that your attorney can only advise you on matters you tell him/her about, so it is essential that you provide complete information about your case.

Remember, you and your attorney are working as a team. That means good communication and a clear understanding of each person's assignments is essential.

TASKS TO BE APPORTIONED

TASK	ATTORNEY	CLIENT	DATE COMPLETED
Draft Initial Divorce Papers			
File and Serve Divorce Papers			
Draft Motions			
Review Correspondence			
Draft Correspondence			
Procedural Advice			
Conduct Discovery			
Contact Witnesses			
Review Documents submitted by others			
Trial Coaching			
Appear in Court			
Legal Research			
Draft/Analyze Settlement Proposal			
Draft Orders and Judgments			
Other:			

ATTORNEY

DATE

CLIENT

DATE

ISSUES TO BE APPORTIONED

ISSUE	ATTORNEY	CLIENT	DATE COMPLETED
Custody or Visitation Dispute			
Set or Modify Child Support			
Real Property Division			
Personal Property Division			
Business Interests			
Investments			
Pension Rights			
Stocks & Bonds			
Health Insurance			
Life Insurance			
Division of Assets and Debts			
Enforce Order			
File an Appeal:			
Other:			

ATTORNEY

DATE

CLIENT

DATE

Open File Checklist

Client: _____ Case Opened: _____

TASK

DATE

Initial Intake

Worksheet regarding tasks to be apportioned:

Worksheet regarding issues to be apportioned:

Retainer Agreement signed by Client:

Materials Given to Client (if applicable):

- Information on Limited Scope Representation
- Lawyer Referral Service Contact Number
- Legal Aid Contact if appropriate
- Domestic Violence Contact if appropriate
- Child Support Enforcement Contact
- Other:

Change in Scope Letter (issue every time any change is made and ideally have Client sign it). List each date a modification was signed.

Additional Comments:

FILE CLOSING CHECKLIST

Reviewed LSR agreement – Attorney work complete:

Closing Letter mailed to Client:

Notice of Completion filed with Court:

Additional Comments:

Fee Agreement Single Consultation

On _____ (Date), _____ (Client) consulted with _____ (Attorney), who performed a conflicts check 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 right and responsibilities
- ☐ Advice about the law and strategies relevant to issues identified by Client
- ☐ Information about fact gathering and discovery
- ☐ Guidance about procedural information, filing and service of documents
- ☐ Advice about preparing and presenting evidence
- ☐ Advice about law and strategies related to ongoing mediation or litigation
- ☐ Legal Research
- ☐ Advised on trial or negotiating techniques
- ☐ Advised regarding property rights
- ☐ Review and analysis of Client's case or trial strategy
- ☐ Other (Specify):

Client has paid Attorney for his/her 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.

CLIENT _____ DATE _____

ATTORNEY

DATE

Fee Agreement Consulting Services

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 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 advised of Client’s concerns and 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, hearing, 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 relative to the case.
- i. 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 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 the following services related to family law issues identified here or attached hereto:

- ☐ Advice about law and strategies related to ongoing mediation or litigation
- ☐ Information about Document Preparation
- ☐ Assistance with Document Preparation
- ☐ Information about fact gathering and discovery
- ☐ Assistance with drafting discovery requests
- ☐ Guidance about procedural information, filing and service of documents
- ☐ Advice about preparing and presenting evidence
- ☐ Legal Research
- ☐ Coaching on trial or negotiating techniques
- ☐ Review and analysis of Client's trial strategy
- ☐ Advice regarding an appeal
- ☐ Procedural assistance with an appeal
- ☐ Other (Specify):

Client specifically requests Attorney NOT to perform the following:

3. Limitation of Attorney's Responsibilities: Attorney will perform the specific legal tasks identified 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. Make decisions for Client about any aspect of the case
- c. Determine the assets and obligations of Client's marriage, their character, or their value
- d. Determine an appropriate division of the assets and obligations of Client's marriage
- e. Litigate Client's case on Client's behalf
- f. Protect Client's property by means of restraining orders while discovery and/or negotiations are in progress

Attorney will NOT perform any services that are not identified 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 initiate 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 not assigned to Attorney at any time during or following this limited consulting services agreement.

4. 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 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.
- 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 to the Wyoming State Bar to fund legal services for indigent persons. 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 the Client.
- c. 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.

5. 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 prior to such discharge.

6. Withdrawal of Attorney: Attorney may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of Wyoming. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following:

- a. The Client consents;

- 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.

8. Arbitration of Fee Dispute:

10. 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.

ATTORNEY

DATE

STATE OF WYOMING
COUNTY OF LARAMIE

)
)
)

IN THE DISTRICT COURT
FIRST JUDICIAL DISTRICT

PETITIONER

)
)
)

Docket No. 1234

vs

)
)
)

RESPONDENT.

)

LIMITED ENTRY OF APPEARANCE

Attorney John Doe, pursuant to the Uniform Rules for District Courts of the State of Wyoming, Rule 102, hereby enters a limited appearance as counsel of record for Petitioner in the above-named action, for the purpose of _____.
Attorney John Doe will be deemed withdrawn as counsel of record upon completion of _____.

Dated this _____ day of _____ 20____.

Attorney

CERTIFICATE OF SERVICE

I, Attorney John Doe, do hereby certify that on the _____ day of _____, 20____, I mailed a true and correct copy of the foregoing *Limited Entry of Appearance* by depositing the same, postage prepaid, in the United States Mail, to the following:

PETITIONER

Address

RESPONDENT (or Attorney, if represented)

Address

Attorney

STATE OF WYOMING
COUNTY OF LARAMIE

)
)
)

IN THE DISTRICT COURT
FIRST JUDICIAL DISTRICT

PETITIONER

)
)
)

Docket No. 1234

vs

)
)
)

RESPONDENT.

)

NOTICE OF COMPLETION AND WITHDRAWAL OF COUNSEL

John Doe, attorney for _____, Petitioner, pursuant to the Uniform Rules for District Courts of the State of Wyoming, Rule 102, entered a limited appearance as counsel of record for Petitioner in the above-named action, on the _____ day of _____ 20____. This *Notice of Completion and Withdrawal of Counsel* verifies that Attorney has fulfilled all terms of the limited scope agreement entered into with Petitioner.

Pursuant to Rule 102(c) of the Uniform Rules for District Courts of the State of Wyoming, John Doe is deemed withdrawn and is discharged as counsel for Petitioner. All further notices and pleadings in this case should be served or delivered directly to Petitioner at [**Petitioner's address**].

Dated this _____ day of _____ 20____.

Attorney

CERTIFICATE OF SERVICE

I, John Doe, do hereby certify that on the _____ day of _____, 20____, I mailed a true and correct copy of the foregoing *Notice of Completion and Withdrawal of Counsel* by depositing the same, postage prepaid, in the United States Mail, to the following:

PETITIONER

Address

RESPONDENT (or Attorney, if represented)

Address

Attorney

Sample Change in Scope Letter

Re: [Client's matter], Limited Scope Representation

Dear [Client]:

I would like to confirm our [telephone] conversation on _____, 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 _____].

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

[Specifically identify each additional task/issue that you have agreed to undertake for the client.]

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

It is important that we both have the same understanding of our responsibilities in your case. I am unable to begin work on the new task[s] until you have signed and returned a copy of the revised checklist. Please review it carefully and, if you agree, initial both copies, and return one copy to me in the envelope provided. The other copy is for your records and should be attached to your copy of our original Agreement for Limited Scope Representation.

I encourage you to seek the advice of other counsel in connection with tasks that 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 additional matter.

Sincerely,

Attorney at Law

Enclosures

Sample Closing Letter

Re: [Client's matter], Limited Scope Representation

Dear [Client]:

I have completed the tasks which we agreed I would complete in our agreement dated _____ (and modified on _____). I have not agreed to assist you in any other matters. **If you believe that I am incorrect and you are relying on my help for any additional tasks, please contact me immediately.**

[If the attorney appeared in court use this paragraph.] Since I have completed all agreed upon tasks, I will be filing the enclosed Notice of Completion and Withdrawal of Counsel with the court notifying the court that my representation of you has ended.

[If applicable, include any of the following.]

There is still a hearing on _____ at which you will be representing yourself. I will not be present at the hearing.

Remember that your [list the documents] must be filed and served by _____.

You have the following pending deadlines _____. [list any discovery, statutes of limitations, or other deadlines which the client must comply.]

The following issues, on which you have declined my assistance, are still pending:

- 1.
- 2.

I am enclosing the following original documents. Please be sure to keep them in a safe place in the event you need to refer to them in the future.

- 1.
- 2.

Thank you for the opportunity to assist you in this matter. This completes my representation of you and I am no longer your attorney in this matter. If you need additional assistance in the future, I hope you will not hesitate to contact me.

Sincerely,

Attorney at Law

Enclosures