

LIMITED SCOPE REPRESENTATION:

A Practical Guide for Attorneys

June 2021



This guide is designed to assist attorneys, listed on the LSBA's Modest Means Directory, grow their practices and increase access to affordable legal services by offering limited scope representation.



This toolkit is only a guide for attorneys offering limited scope representation. This toolkit does not constitute legal advice. Each attorney has a professional obligation to use their independent judgment, act with competence when handling matters, and follow local bar and court rules.

LIMITED SCOPE REPRESENTATION: A Practical Guide for Attorneys

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Published by the Louisiana State Bar Association,
601 St. Charles Avenue, New Orleans, Louisiana 70130.

Acknowledgments

The Louisiana State Bar Association and Access to Justice Commission thanks M. Sue Talia and the Arkansas Access to Justice Commission for providing advice, assistance, and resources on which this toolkit is largely based.

The Louisiana State Bar Association and Access to Justice Commission also gratefully acknowledge the following authors, committee members and contributors to this report.

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Special thanks to:

Alainna R. Mire, 2020-2021 Louisiana State Bar Association President, for her leadership, input and support of this project.

Gilsbar LLC and CNA Insurance Company for the guidance and resources provided.

Barbara Baldwin for production, layout and design of this guide.

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INTRODUCTION

In 2018, the Louisiana Access to Justice Commission launched the Modest Means Directory, an online listing of attorneys who offer affordable legal representation to low and moderate-income families in Louisiana. Typically, these are individuals who earn between 200 to 400% of the Federal Poverty Line (FPL). In Louisiana, more than 1.3 million people fall within this range of earned income. This has continued to increase in the wake of the pandemic.

To meet the growing demand for affordable legal services, attorneys are developing innovative methods to reduce the cost of legal services. For example, lawyers are leveraging legal technology, such as document automation and form generation software, to increase capacity and serve more clients. In addition, attorneys are offering “unbundled” services or representation that is limited in scope. By limiting the scope of the legal representation, the attorney is able to charge less than the lawyer would for full representation, and the client is able to obtain representation for a particular matter that he or she may not have been able to obtain otherwise.

Because traditional delivery models cannot serve the vast pools of potential clients falling between 200 to 400% FPL, limited scope representation has been the legal profession’s response to the consumer’s demand for legal services. People want legal services that they can afford. In certain matters, limited scope can make affordable legal representation possible.

The Louisiana Access to Justice Commission developed this toolkit as a guide for attorneys interested in offering limited scope representation or unbundled legal services to increase access to justice for modest means clients. The toolkit contains: an overview of the rules pertaining to limited scope representation, commonly asked questions, forms, and helpful resources. It is specifically geared to help attorneys offering limited scope representation through the Modest Means Directory available at www.lsba.org/ATJCommission/ModestMeans.aspx.

For more resources and information like this, join the Modest Means Directory. Attorneys who offer affordable legal services through the Directory have access to free CLEs, forms, and resource guides. Contact the Access to Justice Program at 504-561-1600 ext. 148 or amy.duncan@lsba.org with questions or comments about the Directory or resources available.

LIMITED SCOPE REPRESENTATION AND ACCESS TO JUSTICE

Louisiana is home to 4.65 million people, making it the 25th most populous state in the nation and the 10th most populous state in the South.¹ However, almost 20% of Louisianans fall below the poverty line, which in 2020 increased to \$26,200 for a family of four.² Median household income in Louisiana between 2014 and 2018 was \$47,794,³ meaning half of the households in Louisiana made this amount or less. To qualify for free legal aid, a household of four must earn less than 125% of the federally recognized poverty level⁴ or \$32,750.⁵ A household of four that earns the median income in Louisiana falls above the guidelines for free legal aid and is, therefore, often not eligible to receive free legal aid. Historically, this is considered the *Justice Gap*, the difference between the civil legal needs of low-income persons and the resources available to meet those needs.

The most vulnerable populations tend to experience higher incidences of legal needs. In 2018, the Louisiana State Bar Association Access to Justice Commission published the Unmet Civil Legal Needs report (Unmet Needs), finding that 54% of survey participants, at or under 200% Federal Poverty Level (PFL), had experienced a legal issue at some point in their lives, with over half of those respondents identifying at least one civil legal issue within the last two years.⁶ On any given year, Louisiana's legal aid system faces the potential for almost half a million legal issues. The Unmet Needs study found that 44% of respondents had no idea how to receive help or help themselves. Those individuals were unfamiliar with legal aid, pro bono legal help, low-cost attorney directories, *pro se*, or online resources and managed their legal problems alone.

An article by the American Academy of Arts and Sciences on the Justice Gap report states that “[a]ccording to a recent report of the Legal Services Corporation, 71% of low-income households experienced at least one civil legal problem in the previous year, yet they received inadequate or no legal help in 86% of the problems they reported.” The report further indicates that “[t]he consequences were often devastating, since unrepresented litigants are at a distinct disadvantage in disputes over health care, housing conditions, veterans’ benefits, domestic violence and access for people with disabilities, among other problems.”⁷

The *Justice Gap* is nothing new. In recent years, however, it underscores the need to find new and sustainable solutions to addressing the unmet civil legal needs of households sometimes referred to as ALICE - Asset Limited, Income Constrained, Employed.⁸ ALICE households earn above the poverty level but below the Household Survival Budget. The Household Survival Budget identifies the minimum cost for each of the seven basic household items needed to live and work in today's economy: housing, child care, food, transportation, technology, taxes and health care.⁹ The cost of these expenses increased steadily in every parish in Louisiana since 2010. It goes without saying that if these households cannot afford basic living expenses, the cost of civil legal assistance is out of the question. Limited Scope Representation (LSR), however, presents a way for the legal community to help address the unmet civil legal needs of those Louisianans who find themselves in the *Justice Gap* and/or are ALICE households.

Under LSR, a lawyer provides only the specified, agreed-upon legal services to a client rather than handling all aspects of a client's case. This form of legal practice is also referred to as "unbundled legal services" or "unbundling." For example, in a divorce case, the client and the attorney might agree that the attorney will only draft certain documents or will only provide legal advice on how to handle the case, and that the client be responsible for all other aspects of the case. LSR is applied by attorneys across the country and used in a variety of practice areas. It serves as a potential solution to the growing number of people who cannot afford a lawyer and must represent themselves in court.

Albeit limited scope representation is a win-win for both the lawyer and the client. Limited scope representation: allows the client to pay for only the legal help s/he needs and may not have otherwise been able to afford; helps the client avoid high court costs associated with improper form filings; is beneficial for lawyers who can earn fees they may not have otherwise been able to receive; supports lawyers in building a client base from an untapped market; helps lawyers gain access to a larger pool of clients who can pay some fees but cannot afford full-service representation; allows lawyers to offer limited scope representation services for an upfront fee, which eliminates the risk of non-payment; often generates full representation once the legal matter is discussed with the lawyer; allows lawyers to fulfill their ethical and professional duties to provide access to justice; and increases transparency in pricing so the client knows what to expect and the limitation of the services provided.

Moreover, courts and the legal system as a whole benefit from attorneys who competently offer LSR to clients. A court hearing involving an order for child support payments often takes only a few minutes with a litigant represented by an attorney yet can consume extended court time when the litigant is not represented by or has not sought advice from counsel. This results in a waste of judicial resources and poor results for the *pro se* litigant. When transactional lawyers are not involved in a final review of documents, costly litigation can result. Unbundled legal services are based upon the premise that some form of competent legal representation is often better than no legal representation. LSR can safeguard the filing of intelligible pleadings and ensure procedural requirements are met.

Limited Scope Representation and COVID-19

In 2020, the world faced a global pandemic due to the spread of COVID-19. The virus had an impact on the physical health of people throughout the world. It also affected many other facets of life. Like nearly all other states, Louisiana was forced to shut down and support social distancing to prevent further spread of the virus. While these were critical lifesaving measures, it has also been a time of catastrophic rises in unemployment and increased economic hardships for many already struggling before the pandemic.

During this time, courts were forced to close. Due to the closures and social distancing measures, judges and lawyers explored ways to handle legal matters remotely. To allow some accessibility to the legal system, many courts turned to virtual conferencing programs to schedule and hold hearings for emergency matters. Lawyers held client consultations and document review online to meet the continued demand for legal help. Amongst the legal profession, technology was embraced to ensure a level of continuity in handling litigation and legal matters.

Eventually, Louisiana saw a decline in the spread of the virus and the state was able to reopen agencies, courts, businesses, and community organizations. However, the pandemic left a lasting effect on the legal industry and access to justice in two major ways. The first is the impact on legal needs and ability to pay. Due to court closures and less access to the legal system, an increase in unaddressed legal matters arising prior, during and after the pandemic associated with family, unemployment, and housing law occurred and continues to impact the justice system. Additionally, income levels have been affected due to business closures and a shrinking economy resulting from the pandemic. The second, but hopeful, result is the expanded use of technology by lawyers and judges, where applicable.

There have been several measures taken to address the disparities people experienced during the pandemic. While unbundling legal services alone does not present a solution to the many issues mentioned, it does, however, present one way to address the rise in unresolved legal matters, some of which occurring in light of the pandemic. First, LSR presents a model

to maximize capacity for law firms to address legal needs that may go unresolved previously. If an attorney provides services limited in scope, then these services can be offered on a larger scale when compared to full scope representation. In some cases, the increased need for legal services can be satisfied at a greater rate with limited representation offerings. Second, services that can be offered remotely, where both the attorney and client have access and capacity to use the necessary technology tools and platforms in accordance with the law, widen access capabilities to further the reach of services. While limited scope representation might not be able to solve all legal needs and issues arising out of the pandemic, it does play an important role in the public's access to the legal system and can simultaneously help attorneys grow their practices.

FOOTNOTES

1. U.S. CENSUS BUREAU, QuickFacts: La., <https://census.gov/quickfacts/LA> (last visited May 20, 2021) [hereinafter Quickfacts].
2. U.S. DEP'T OF HEALTH & HUM. SERVICES, HHS Poverty Guidelines, <https://aspe.hhs.gov/poverty-guidelines> (Jan. 15, 2021) [hereinafter Guidelines].
3. See Quickfacts, *supra* at n.1.
4. See 45 C.F.R. §1611.3 (2005) (explaining financial eligibility policies).
5. See Guidelines, *supra* at n.2.
6. LA. STATE BAR ASSOC.'S ACCESS TO JUSTICE GAP ASSESSMENT SUBCOMM., *Understanding the Unmet Legal Needs of Low-Income Individuals in Louisiana* (2018), <https://www.lsba.org/documents/ATJ/20182019LegalUnmetNeedsReport.pdf>.
7. Press Release, AMERICAN ACADEMY OF ARTS & SCIENCES, *New Issue of Daedalus Takes on the Justice Gap Facing Poor and Low-Income Americans* (Jan. 7, 2019), <https://www.amacad.org/news/new-issue-daedalus-takes-justice-gap-facing-poor-and-low-income-americans>.
8. LA. ASS'N. OF UNITED WAYS, *The Alice Reports for Louisiana* <https://www.launitedway.org/ALICE> (last visited May 20, 2021).
9. *Id.*

LOUISIANA RULES ON LIMITED SCOPE REPRESENTATION

Louisiana Rule of Professional Conduct 1.2(c) and Louisiana District Court Rules 9.12 and 9.13 apply to limited scope representation and limited appearance in Louisiana District Courts. An explanation of Rule of Professional Conduct 1.2(c) is included below. Louisiana District Court Rules 9.12 and 9.13 follow. Section VI. also includes pertinent forms related to Rules 9.12 and 9.13.

Louisiana Rule of Professional Conduct 1.2

Limited scope representation is governed by Rule of Professional Conduct 1.2(c) which provides, in pertinent part, that: A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent. Essentially, limited scope representation is an agreement between a lawyer and a client where the lawyer provides some but not all the services traditionally associated with full-service representation. Additionally, it is a legal framework in which a lawyer may expand access to legal services by providing limited but nonetheless valuable legal services to low- or moderate-income persons who otherwise would be unable to afford an attorney.

Rule 1.2(c) of the Louisiana Rules of Professional Conduct requires that the limited scope representation be *reasonable* under the circumstances and that the client gives *informed consent*. Rule 1.0(h) defines *reasonable* as “the conduct of a reasonably prudent and competent lawyer.” Competent representation under Rule 1.1(a) requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

The second part of Rule 1.2(c) requires that the client give informed consent. Rule 1.0(e) defines *informed consent* as “the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct.” The lawyer should take time to explain the material risks and reasonably-available alternatives that exist when hiring the lawyer for limited services in the matter and not the entire scope of representation.

The client must fully understand and agree to this limited scope of services and generally, it is advisable to have such agreement in writing. Although Louisiana does not require that all lawyer-client agreements be reduced to writing if the lawyer is charging a fee, scope of representation is normally a necessary part of any written communication and it is highly recommended that the limited scope agreement be reduced to writing, explaining the specific terms, conditions, and limited services to be provided.

Louisiana Rule of Professional Conduct 1.2(c) reads as follows with the definitions in 1.0 (h) and 1.0 (e) included in place of “reasonable” and “informed consent,” respectively:

A lawyer may limit the scope of the representation if the limitation [would be the conduct of a reasonably prudent, competent lawyer] under the circumstances and the client [agrees to the proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct].

For more information about Louisiana Rule of Professional Conduct 1.2 (c), the Louisiana State Bar Association offers this [video](#) presented by the LSBA Ethics Counsel, Richard Lemmler.

Louisiana District Court Rule 9.12 - Enrollment as Counsel of Record

All licensed Louisiana attorneys in good standing may enroll as counsel of record: (1) by oral notice made in open court when all parties or their counsel are present; or (2) by filing a written Notice of Enrollment or a written Notice of Limited Appearance in accordance with [La. Code Civ. Proc. art. 853](#) with the clerk of court, with copies to all other enrolled counsel or self-represented parties and to the court.

A Notice of Limited Appearance shall specifically state the limitation of legal services by subject matter, proceeding, date, or time period in accordance with Rule 1.2(c) of the Rules of Professional Conduct. See forms in [Appendix 9.12A](#) (family law) and [Appendix 9.12B](#) (non-family law).

The applicable Appendix Form 9.12 form shall be filed if an attorney is making a limited appearance, with or prior to the initial pleading or prior to the initial hearing. The Notice shall bear the signatures of both the appearing attorney and the client, unless the client is unavailable to sign at filing. If the Notice does not bear the client's signature, a certificate attesting to the scope of limited enrollment, signed by the client, shall be filed into the record within ten (10) days of the filing of the initial Notice of Limited Appearance.

Any pleading filed by an attorney making a limited appearance shall state in bold type on the signature page of that pleading: "Attorney for limited purpose of [matter or proceeding]."

Comments

Attorneys enrolling pro hac vice shall comply with Rule XVII, Section 13 of the Rules of the Louisiana Supreme Court.

Filing the initial petition or first responsive pleading constitutes enrollment, and no further notice of enrollment is needed unless the attorney is making a limited appearance as authorized by Rule 1.2(c) of the Rules of Professional Conduct.

Rule 1.2(c) of the Rules of Professional Conduct allows an attorney to limit the scope of the representation if the limitation is reasonable and the client gives informed consent. See also Rule 1.0(e) of the Rules of Professional Conduct.

The use of standard forms for limited appearances makes the notices easily recognizable to judge, court staff, opposing parties and the client. The form notices require the attorney to identify the scope of a limited representation with specificity.

Louisiana District Court Rule 9.13 - Withdrawal as Counsel of Record

Enrolled attorneys have, apart from their own interests, continuing legal and ethical duties to their clients, all adverse parties, and the court. Accordingly, the following requirements govern any motion to withdraw as counsel of record:

(a) The withdrawing attorney who does not have written consent from the client shall make a good faith attempt to notify the client in writing of the withdrawal and of the status of the case on the court's docket. The attorney shall deliver or mail this notice to the client before filing any motion to withdraw.

(b) If the action or proceeding has been assigned to a particular section or division of the court, then the motion to withdraw shall be submitted to the judge presiding over that section or division.

(c) Any motion to withdraw shall include the following information:

(1) The motion shall state current or last-known street address and mailing address of the withdrawing attorney's client. The withdrawing attorney shall also furnish this information to the clerk of court.

(2) If a scheduling order is in effect, a copy of it shall be attached to the motion.

(3) The motion shall state whether any conference, hearing, or trial is scheduled and, if so, its date.

(4) The motion shall include a certificate that the withdrawing attorney has complied with paragraph (a) and with Rule 1.16 of the Rules of Professional Conduct, Louisiana State Bar Association, Articles of Incorporation, Art. 16. A copy of the written communication required by paragraph (a) shall be attached to the motion.

(5) If the motion is to withdraw upon completion of a limited appearance, the motion shall include a certification by the withdrawing attorney that the agreed upon limited services have been completed and that the withdrawing attorney has submitted all judgments or orders resulting from the limited appearance as ordered by the court. A copy of the relevant Notice of Limited Appearance shall be attached to the motion.*

(d) The court may allow an attorney to withdraw by ex parte motion if:*

(1) The attorney has been terminated by the client; or

(2) The attorney has secured the written consent of the client and of all parties or their respective counsel; or

(3) A limited appearance, as authorized by Rule 1.2(c) of the Rules of Professional Conduct and consented to by the client, has been completed;* or

(4) The case has been concluded.

(e) The court may also allow an attorney to withdraw by ex parte motion if no hearing or trial is scheduled.

(f) If paragraph (d) does not apply, then an attorney may withdraw as counsel of record only after a contradictory hearing and for good cause. All parties and the withdrawing attorney's client shall be served with a copy of the motion and rule to show cause why it should not be granted.

Louisiana District Court Rule 9.13 - Withdrawal as Counsel of Record (cont'd)

(g) If counsel's withdrawal would delay a scheduled hearing or trial, the court will not allow the withdrawal unless exceptional circumstances exist or limited representation was undertaken pursuant to a Notice of Limited Appearance and completed.

(h) Paragraphs (a) through (f) do not apply to an ex parte motion to substitute counsel signed by both the withdrawing attorney and the enrolling attorney. The following rules govern such a motion:

(1) The court may grant the motion without a hearing. Movers shall furnish the court with a proposed order.

(2) Substitution of counsel will not, by itself, be good cause to alter or delay any scheduled matters or deadlines.

Comments

Rule 9.13 is not intended to supersede the Rules of Professional Conduct regarding the presentation of false testimony to the court.

Rule 9.13(d)(3) provides for ex parte withdrawal by an attorney upon completion of a limited scope representation. It is intended to facilitate limited representation services as contemplated by Rule 1.2 (c) of the Rules of Professional Conduct.

* Indicates emphasis added.

FREQUENTLY ASKED QUESTIONS ABOUT LIMITED SCOPE REPRESENTATION

What is limited scope representation (LSR)?

LSR, sometimes called “unbundling,” allows a client and his/her lawyer to agree that the lawyer will provide limited services to the client. This means the lawyer will represent the client only on a certain issue or matter rather than representing the client for the entire scope of the legal matter.

Is LSR authorized?

Yes. LSR is permissible under Louisiana Rule of Professional Conduct 1.2(c). Attorneys making a limited appearance in a court proceeding or litigation matter should file a “Notice of Limited Appearance” form for family and non- family matters in accordance with Louisiana District Court Rule 9.12.

Who benefits from limited scope representation?

LSR can benefit clients, lawyers, and the courts. Clients get legal help they could not otherwise afford. Lawyers earn fees they would not otherwise have received. Courts benefit from greater efficiency and resource allocation.

How do lawyers benefit from LSR?

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

Can LSR be used in any situation?

LSR is not suitable for every legal matter. It is the lawyer's responsibility to decide if LSR is suitable for a particular situation. The lawyer must ensure that the client understands the limits of the representation. The lawyer should also consider the ramifications of dividing issues in the legal matter, the complexity of the legal matter, the lawyer's knowledge of the legal matter, and the client's understanding of the limitation of issues.

What types of firm or lawyer should use LSR?

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

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

Lawyers who carefully follow the rules governing LSR should not be at any greater risk for committing malpractice. The key to avoiding a LSR-related malpractice claim is to have a clear understanding with your client regarding the scope of representation. Malpractice insurance carriers suggest attorneys be as specific as possible and explain what they will and will not be responsible for doing. Reducing the scope of representation to a written document signed by the client can further support clear understanding with your client regarding the scope of the representation. As a best practice, do not go beyond the LSR agreement or take on additional tasks without again documenting the new agreement in writing. When the work is complete, confirm the completion in writing to the client and file the proper forms with the court, if applicable.

BEST PRACTICES FOR PROVIDING LIMITED SCOPE REPRESENTATION

The following guidelines are designed to assist attorneys in developing best practices when offering limited scope representation. LSR does not differ substantially from the rest of your practice, and most of the suggestions which follow are equally applicable to full-scope service. However, there are some specialized issues which require consideration.

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

Deciding on whether to take the case

- 1. Work within your expertise.** As with all legal representation, strongly consider rejecting a limited scope matter in areas of law in which you or your firm have little or no experience. Taking a case for the “learning experience” is unwise in limited representation, or any representation. For example, it takes significant expertise in family law to be able to anticipate what issues will arise in a matter, and it is necessary to give good counsel and avoid liability. Even where your representation is limited to a particular issue or matter, you may still owe a duty to alert the client to legal problems outside the scope of your representation that are reasonably apparent and that may require legal assistance. Therefore, you should inform the client not only of the limitation of your representation, but also the possible need for other counsel regarding issues you have not agreed to handle. Under limited scope representation, an attorney cannot provide inferior legal work due to incompetence or lack of skill, knowledge or diligence.
- 2. Don’t be pressured by emergencies.** Pay particular attention to prospective clients who have last-minute emergencies and seek limited scope representation. Limited scope representation does not mean that you do not have to provide competent representation. Being pressured to conduct a “quick document review” because of an upcoming deadline is much riskier if you will only be involved in that brief transaction. Consider advice on ways to move the deadline, if possible, to allow adequate time for review, preparation, and representation.

3. **Be wary of clients who take a “musical chairs” approach to finding legal help.** Carefully consider requests from prospective limited scope clients who have involved multiple attorneys in the same case. Bouncing around may be an indicator that the client is searching for the “right” answer after being given what the client believes are unsatisfactory responses to previous analyses of the client’s situation. You should avoid helping to facilitate situations in which a client may blame you for his/her discontent with the outcome. On the other hand, you may find that previous attorneys were uncomfortable with taking a “piece” of the case and that your prospective client simply had trouble finding an attorney like yourself who was willing to work effectively with them on a limited scope basis. The client may have been viewed as “difficult” because s/he was seeking more of a partnership relationship than what the traditional full-scope representation envisions.
4. **Be careful of clients who have unrealistic expectations.** A prospective client may be unrealistic about what s/he can achieve through limited scope representation. Part of your obligation in offering limited scope services is to advise the client about the legal system and the available remedies. Few non-attorneys will arrive on your doorstep with totally realistic expectations. Their beliefs are likely to have been shaped by what they have seen on TV, what they believe is fair, or what they have been told by neighbors or friends. You bring your knowledge and experience with the legal system to the relationship. If you believe that you will not be successful in managing a client’s expectations, you should decline the representation.
5. **Clients with limited capacity or language barriers may not be good candidates.** It is your responsibility to ensure that the client understands the limitations on scope. If the client lacks capacity to give informed consent or lacks the ability to assist in their own representation, then that person will not be an ideal candidate for limited scope representation. Special issues are presented for clients with limited English proficiency, and you should insist on a translator and/or interpreter.¹ The Louisiana Supreme Court’s Office of Language Access provides several resources on their [website](#) including a list of registered and certified court interpreters in Louisiana. Be creative in your fees or look for sources of *pro bono* or low-cost assistance in these cases when limited scope representation is not an option.
6. **Identify those with hidden motives.** Be wary if the prospective client has trouble focusing on the legal outcome even after you have carefully explained the possible remedies available to them. Emotional needs may be driving the request for assistance. While many cases involve an emotional component, litigants who seek revenge are likely to be unhappy with the limited results that the legal system provides and even unhappier with limited scope services.
7. **Make sure the limited scope of your services is reasonable.** Although you and your client have substantial latitude in limiting the scope of your representation, the limitation must be reasonable under the circumstances and the client must give you informed consent. If you conclude that a short-term limited representation would not be reasonable under the circumstances, you may offer advice to the client, but must also advise the client of the need for further assistance of legal counsel. Resist the urge to cooperate and continue forward with an unrealistic client, especially if the limited services sought will not realistically allow the client to continue onward alone.
8. **Special concerns will apply when the prospective client is a survivor of domestic violence.** If you have never worked with victims of domestic violence, it may be best to refer the client to an attorney with experience in this area until you receive training on how to handle domestic violence cases. Training and resources to help you effectively represent survivors of domestic violence are available from the Louisiana Coalition Against Domestic Violence.² If a client needs full representation, but cannot afford it, they can apply for free legal aid.³

9. **Clearly address the fee structure and its relation to services.** If during your initial interview you find that the prospective client is reluctant to discuss or agree on fees, be cautious. It is critical that the client understands that limited scope services not only limit your fees, but also limit the services that you will perform for them. If anything, your fee arrangement must be clearer in limited scope representation than in full service. You must ensure that there is no misunderstanding about what limited services you have agreed to perform. In limited scope representation, it is crucial to be on a “pay as you go” basis, as you may never see the client again. Do not allow a client to proceed with false optimism or expectations that you will still proceed without payment.
10. **A good diagnostic interview is critical.** It is critical to perform a good diagnostic interview to pick up all the critical issues in the case. Both experienced and inexperienced attorneys will find a checklist of issues in the relevant practice area to be extremely helpful in conducting a good diagnostic interview and in obtaining truly informed consent from a client regarding limited scope representation.
11. **Develop and use an intake form.** A good form should list the key issues and allow room to insert unusual ones. Give a completed copy to the client. It is a contemporaneous record which documents your file, reminds you to ask about related issues, memorializes the limitations on scope, and educates the client.
12. **Advise the client of the right/opportunity/importance to seek advice on issues outside the scope of the limited assignment.** It is probably a good idea to include in your intake sheet or handouts a statement that the client has been advised of the right as well as opportunity and importance to seek counsel on other remaining issues.

After you take the case

13. **Use checklists.** This documents what the lawyer will do before the next meeting. Any checklist you use should be tailored to your specific practice. Fill the checklist out while the client is present and make sure that you both have a copy. It also helps to remind the client and reinforce/reiterate for the client those services that will and those services that will not be provided under LSR.
14. **Use a clear fee agreement detailing the scope of representation.** A good limited services fee agreement will spell out exactly what you are doing for the client, and even more importantly, what you are not doing, and will detail what responsibilities the client will assume. There should be no confusion about the scope of the representation. If the terms of the original fee agreement change, such as there is a *change in the scope of representation*, a new fee agreement should be entered into to avoid any confusion as it relates to the new scope of representation. A new agreement will help prevent misunderstandings as to the details and extent of the LSR.
15. **Create a support group of experienced colleagues.** Limited experience with handling limited scope representation poses special challenges for newer attorneys or those new to a particular practice area. An experienced practitioner can confirm your analysis, suggest additional issues to explore or divert you from a proposed course of action. You might want to locate colleagues who are experienced with offering limited scope representation, and consider creating a study group, referral sources, or general references for each other. Meet with them periodically to discuss common problems and solutions. Most of the issues which will come up in a limited scope practice are practical and procedural rather than ethical, and it can be immensely helpful to talk to other practitioners who have faced the issues and developed solutions.
16. **Practice defensively and document all decisions.** This is good advice in any type of legal work. Use a “Follow-Up Checklist” to document your file and educate the client easily and efficiently.

17. **Memorialize any changes in the scope of your limited representation as they occur.** Never do work outside the scope of the original agreement without a new agreement signed by the client. Doing so creates opportunities for a client to become confused as to the limited scope representation or even to claim and argue that you were not clear about limiting the scope of the representation. The checklists previously mentioned are a simple and reliable reference tool to avoid this. A confirming letter that the client does not sign will probably be insufficient to effectively document the new limit in scope. Be sure that you and the client both sign off on any changes in scope.
18. **Use prepared handouts.** Many of you will already have prepared handouts on common questions which arise in your practice. It is helpful to have one which describes limited scope representation and details the specific options available. Note on your intake sheet which handouts you gave to the client and on what date. You may even wish to consider having the client initial individual items on your checklist, signifying receipt of these handouts when provided.
19. **Explain “how” Limited scope representation benefits the client.** A client who understands the “big picture” and the tradeoffs will not only be more successful in making decisions regarding representation, but also less likely to blame you for unwanted or truly unexpected outcomes. -
20. **Do not encourage a client to act as a *pro se* litigant and handle a matter that is too technical or difficult.** A prime example of this problem is preparation of a QDRO. Part of your responsibility as an attorney is to counsel a person against handling such a matter *pro se* and to help them understand the cost/benefit analysis of using their litigation budget wisely to acquire the expert assistance in the areas where they most need it. This is an individualized assessment. You do the client no favors by enabling him or her to get into situations where s/he should not be without counsel.

Ending the relationship

Let the client know when your involvement has ended. There should be no surprises either to you or the client about when your involvement in the matter has ended, and no unstated expectations of continued participation on your part. Send out a notice at the end of your involvement in a matter that involves a series of steps. Notify the client that you believe you have completed your part and advise him/her to get in touch with you immediately if s/he disagrees. Use good judgment. Many of these suggestions apply equally to full-service representation. Your limited scope clients are likely to be more satisfied than your full-service clients if you follow these simple practices, which do not take much effort and will document your file and educate your clients in ways which substantially increase the likelihood of a satisfactory relationship.

FOOTNOTES

1. LA. STATE BAR ASS'N, USE OF COURT INTERPRETERS: AN ATTORNEY REFERENCE CARD, <http://files.lsba.org/documents/ATJ/attorneycard.pdf> (last visited May 21, 2021).
2. LOUISIANA COALITION AGAINST DOMESTIC VIOLENCE, <https://lcadv.org/> (last visited May 21, 2021).
3. *Find Legal Help*, LA. STATE BAR ASS'N., <https://www.lsba.org/public/findlegalhelp/> (last visited May 21, 2021).

SAMPLE FORMS AND CHECKLISTS

The sample forms and checklists that follow are those unique to offering limited scope representation in Louisiana. A comprehensive guide with resources including everything from establishing the attorney-client relationship to termination and more is available in the LSBA Practice Aid Guide: <https://www.lsba.org/practiceaidguide/>. Please refer to it before using these forms specific to limited scope representation.

Please note that the Notice of Completion and Motion to Withdraw are not official Louisiana District Court Rule forms. Instead, they should be used to gain an understanding of how limited scope representation proceeds in court.

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Sample Initial Interview Checklist For Domestic Matter

I met with _____ on _____, 20____
 regarding _____
 I performed a conflicts check on: _____

We discussed the following issues: _____
 Date of Separation: _____
Custody Visitation Move Away
Child Support I did / did not run support calculations
Spousal Support Amount: _____ Duration: _____
Restraining Orders re _____
 Division of real property _____ Valuation of real property _____
 Characterization of real property _____
 Business Interests _____ Bank Accounts _____ Personal Property _____
 Employee Benefits _____ Medical Insurance _____
 Collection of past due support _____ Wage assignment _____
 Stock Options _____ Stocks and Bonds _____
Advised client of right to seek counsel on issues outside the scope: _____
 Other: _____

We discussed the following coaching options: _____

I gave the client the following materials:
 Issues checklist Service/Tasks checklist Fee agreement # _____
 Client's Guide to Limited Legal Services
Handout re restraining orders Handout re personal property division
 Blank Court forms: _____
 Other: _____

 Attorney initials

 Client initials

Tasks/Issues to be Apportioned

Two checklists follow. They address the two ways in which limited scope representation arrangements may be itemized/apportioned. In the first, the client and attorney agree which tasks are to be performed by each of them. This is by far the most common arrangement. In the other model, the attorney handles one or more discrete service/issue from start to finish, with the client assuming responsibility for the other issues.

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

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

Tasks to Be Apportioned May Look Like This:

Client instructs attorney not to do discovery, and undertakes the information gathering role;

- Client asks attorney to draft motion or responsive pleadings for a hearing the client attends *pro se*;
- Client consults with attorney on strategy and tactics;
- Client appears at the hearing and asks the attorney to draft the order;
- Client asks attorney to review correspondence or pleadings which the client has drafted;
- Client asks attorney to prepare subpoenas;
- Client asks attorney to write a brief to be filed *pro se*;
- Client asks attorney to run computer support programs on her, or review and analyze computer support calculations proposed by the opposing party;

Issues to Be Apportioned May Look Like This:

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

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

Attachment to Limited Scope Fee Agreement Tasks to be Apportioned

Use this form to allocate tasks between attorney and client. Attach this form to your original and new/revised fee agreement if the scope of representation changes.

TASK	ATTORNEY TO DO	DATE COMPLETED	CLIENT TO DO
Draft papers to start divorce			
File and serve papers			
Draft Motions			
Draft affidavits and declarations			
Analyze case and advise of legal rights			
Procedural advice			
Formulating strategy and tactics			
Investigate facts; which issues?			
Obtain documents; which ones?			
Draft correspondence			
Review correspondence and pleadings			
Appear in court			
Run computer support programs			
Prepare subpoenas for documents			
Take depositions			
Review depositions and documents obtained from others			

Attorney initials

Client initials

Tasks to be Apportioned – Continued

TASK	ATTORNEY TO DO	DATE COMPLETED	CLIENT TO DO
Legal research and analysis			
Contact witnesses			
Draft or analyze settlement proposals			
Contact expert witnesses			
Draft orders and judgments			
Outline testimony			
Trial or negotiation preparation			
Review orders and judgments that client drafts			
Draft orders			
Draft disclosure documents			
Advise regarding appeal			
Enforce orders			
Draft other papers as necessary			
Other:			
Other:			
Other:			

Attorney signature	Client signature
Date	Date

Attachment to Limited Scope Fee Agreement Issues to be Apportioned

Use this form to allocate services/issues between attorney and client. Attach this form to your original and new/revised fee agreement if the scope of representation changes.

TASK	ATTORNEY TO DO	DATE COMPLETED	CLIENT TO DO
Custody/Visitation dispute			
Set or modify child support			
Collect past due child support			
Collect past due spousal support			
Real property valuation and division			
Business interests			
Bank accounts			
Investments			
Pension rights			
Stocks and bonds			
Stock options			
Value and divide employee benefits			
Health insurance			
Life insurance			
Value or divide other assets/debts			

Attorney initials

Client initials

Issues to be Apportioned – Continued

TASK	ATTORNEY TO DO	DATE COMPLETED	CLIENT TO DO
Enforce orders (describe)			
Pursue an appeal			
Other issues:			
Other issues:			
Other issues:			

_____ Attorney signature	_____ Client signature
_____ Date	_____ Date

Proposed Sample Limited Scope Representation Agreement (Flat Fee, Domestic)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter(s) as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of those services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact _____ [name of attorney handling the matter] prior to signing this engagement agreement or consult with another independent attorney to review this Agreement and to advise you on your rights as a client before signing.

Identification of Parties: This Engagement Agreement is made between _____ [name of law firm], hereinafter referred to as “Law Firm,” or “We” or “Our” or “Us” and _____ [name(s) of client(s)], hereinafter referred to as “You” or “Client(s).” Moreover, Law Firm represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries/assignees to the relationship between our law firm and you.

Scope of Representation: We have been engaged to represent _____ [name of client] for the purpose of [choose the relevant legal service(s) listed below]:

a. **Divorce:**

(1) 102; (2) 103; (3) Covenant Marriage

b. **Child Support:**

(1) Establish; (2) Enforce; (3) Modify (describe): _____

c. **Spousal Support:**

(1) Establish; (2) Enforce; (3) Modify (describe): _____

d. **Protective Orders/Injunctions:**

(1) Order of Injunction; (2) Injunction Against Harassment or Abuse; (3) Injunction Against Alienation and Encumbrance of Community Property (describe): _____

e. **Child Custody/Visitation:**

(1) Establish; (2) Enforce; (3) Modify (describe): _____

Client initials

f. **Paternity:** _____

(1) Establish; (2) Disavow (describe): _____

g. **Partition/Division of Property:** (describe) _____

h. **Pension Issues:** (describe) _____

i. **Contempt:** (describe) _____

j. **Other:** (describe in detail) _____

Law Firm will provide all services necessary for the limited scope representation of the above matter(s), inclusive and exclusive of (check “yes” or “no” for each of the services listed below and include specific details for the items listed as “yes”):

a. **Court appearance(s)** Yes No

if yes, describe: _____

b. **Investigation** Yes No

if yes, describe: _____

c. **Pretrial discovery** Yes No

if yes, describe: _____

d. **Negotiation(s) with opposing counsel** Yes No

if yes, describe: _____

e. **Trial on the merits** (if necessary) Yes No

if yes, describe: _____

Client initials

Limited Scope of Representation: We may agree at a later time to extend the legal services that we provide to you on this matter or for which we represent you on another separate matter. Any such extension of the existing representation or representation on a new matter will be the subject of a new separate written agreement between the parties. Additionally, the scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice unless otherwise specified and agreed upon by the parties to this agreement. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

I also authorize Attorney to retain and employ other attorneys with my prior knowledge and written consent; however, the entire fee of Attorney and any such other attorneys shall be limited as set forth herein below.

ATTORNEY’S FEES. As compensation for legal services, I agree to pay my Attorney as follows:

Flat Fee

I understand that the flat fee (or fixed cost) for these legal services is \$ _____, which amount is due and payable before _____. The fee reflects not simply the number of hours which individual lawyers may devote to my representation, but also the experience, reputation, skill and efficiency of the attorneys, as well as the potential inability of the firm to accept other employment during the pendency of the representation. I understand that if all of the flat fee is not received by _____, then client has breached this agreement and attorney can terminate representation. This agreement pertains to the representation through trial only. Any writ, appeal, motion for new trial, motion for reconsideration, or any other kind of post-trial relief is not covered by this agreement and must first be agreed upon by Attorney and client as the subject of a new written fee agreement.

COSTS AND EXPENSES. In addition to paying Attorney’s Fees, I agree to pay all costs and expenses in connection with Attorney’s handling of this matter. Costs and expenses shall be billed to me as they are incurred, and I hereby agree promptly to reimburse Attorney. If an advance deposit is being held by Attorney, I agree promptly to reimburse Attorney for any amount in excess of what is being held in advance. These costs may include (but are not limited to) the following expenses incurred solely for the purposes of the representation undertaken for the Client: court costs and expenses of litigation, including filing fees; deposition costs; expert witness fees; transcript costs; witness fees; photographic, electronic, or digital evidence production; investigation fees; travel expenses; litigation-related medical expenses; and any other case-specific expenses directly related to the representation, such as computer legal research costs, long distance telephone charges, postage charges, copying charges (\$. per page), mileage (not to exceed the IRS acceptable rate), and outside courier service charges.

Advance deposit required ____ Yes ____ No

I agree to advance \$_____ for costs and expenses, which amount shall be deposited in Attorney’s trust account and shall be applied to costs and expenses as they accrue. Should this advance be exhausted, I agree to replenish the advance promptly upon Attorney’s request. If I fail to replenish the advance within ten (10) days of Attorney’s request, Attorney shall have, in addition to other rights, the right to withdraw as my Attorney. Client understands and agrees that neither attorney nor client shall receive any interest from these funds.

Client initials

NO GUARANTEE. I acknowledge that Attorney has made no promise or guarantee regarding the outcome of my legal matter. In fact, Attorney has advised me that litigation in general is risky, can take a long time, can be very costly, and can be very frustrating. I further acknowledge that Attorney shall have the right to cancel this agreement and withdraw from this matter subject to refund of any unearned fees, costs and expenses, if, in Attorney’s professional opinion, the matter does not have merit, I do not have a reasonably good possibility of success, I refuse to follow the recommendations of Attorney, I fail to abide by the terms of this agreement, if Attorney’s continued representation would result in a violation of the Rules of Professional Conduct, and/or at any other time if otherwise permitted by the Rules of Professional Conduct.

ALTERNATIVE FEE DISPUTE RESOLUTION. In the event of any dispute or disagreement concerning the scope, enforceability, or interpretation of this agreement or any portion thereof, I agree to submit to arbitration by the Louisiana State Bar Association Legal Fee Dispute Resolution Program. I understand that, by agreeing to submit to binding arbitration, I am:

- Waiving my right to a trial by jury;
- Waiving my right to appeal the decision;
- Agreeing that all disputes regarding legal fees and expenses contracted for, charged or collected pursuant to this agreement will be submitted to binding arbitration;
- Waiving my right to broad discovery under the Louisiana Code of Civil Procedure and/or Federal Rules of Civil Procedure;
- Acknowledging that I have had the opportunity to speak with independent legal counsel of my choice before signing this agreement;
- Aware that this clause does not limit the liability to me of the attorney(s) engaged hereunder for his, her, or their negligence or fraud; and
- Aware that this clause does not prevent me from filing a disciplinary complaint with the appropriate authorities against the attorney(s) engaged hereunder.

NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the “Alternative Fee Dispute Resolution” provision decided by neutral binding arbitration as provided by Louisiana Arbitration Law. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Louisiana Arbitration Law.

I have read and understand the foregoing and agree to submit to neutral binding arbitration disputes arising out of the matters included in the “Alternative Fee Dispute Resolution” provision.

Attorney initials

Client initials

ADDITIONAL TERMS. Attorney and Client agree to the following additional terms: _____

Client initials

TERMINATION OF REPRESENTATION. I understand that I have the right to terminate the representation upon written notice to that effect. I understand that I will be responsible for any fees or costs incurred prior to the discharge or termination.

FILE RETENTION. Our office will offer to deliver/surrender your file to you at the conclusion of this matter, or sooner, if representation is terminated. If you choose not to take your file at that time, then our office will maintain the file for a maximum of 5 years after termination of representation, after which your file may be destroyed without further notice.

LOUISIANA LAW. This contract shall be governed by Louisiana law.

ENTIRE AGREEMENT. I have read this agreement in its entirety, and I agree to and understand the terms and conditions set forth herein. I acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

This agreement is executed by me, the undersigned Client, on this _____ day of _____, 20_____.

Client: _____

The foregoing agreement is hereby accepted on this _____ day of _____, 20_____.

Attorney: _____

Client initials

Proposed Sample Limited Scope Representation Agreement (Hourly Rate, Domestic)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter(s) as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of those services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact _____ [name of attorney handling the matter] prior to signing this engagement agreement or consult with another independent attorney to review this Agreement and to advise you on your rights as a client before signing.

Identification of Parties: This Engagement Agreement is made between _____ [name of law firm], hereinafter referred to as “Law Firm,” or “We” or “Our” or “Us” and _____ [name(s) of client(s)], hereinafter referred to as “You” or “Client(s).” Moreover, Law Firm represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries/assignees to the relationship between our law firm and you.

Scope of Representation: We have been engaged to represent _____ [name of client] for the purpose of [choose the relevant legal service(s) listed below]:

a. **Divorce:**

(1) 102; (2) 103; (3) Covenant Marriage

b. **Child Support:**

(1) Establish; (2) Enforce; (3) Modify (describe): _____

c. **Spousal Support:**

(1) Establish; (2) Enforce; (3) Modify (describe): _____

d. **Protective Orders/Injunctions:**

(1) Order of Injunction; (2) Injunction Against Harassment or Abuse; (3) Injunction Against Alienation and Encumbrance of Community Property (describe): _____

e. **Child Custody/Visitation:**

(1) Establish; (2) Enforce; (3) Modify (describe): _____

Client initials

f. **Paternity:**

(1) Establish; (2) Disavow (describe): _____

g. **Partition/Division of Property:** (describe) _____

h. **Pension Issues:** (describe) _____

i. **Contempt:** (describe) _____

j. **Other:** (describe in detail) _____

Law Firm will provide all services necessary for the limited scope representation of the above matter(s), inclusive and exclusive of (check "yes" or "no" for each of the services listed below and include specific details for the items listed as "yes"):

a. **Court appearance(s)** Yes No
if yes, describe: _____

b. **Investigation** Yes No
if yes, describe: _____

c. **Pretrial discovery** Yes No
if yes, describe: _____

d. **Negotiation(s) with opposing counsel** Yes No
if yes, describe: _____

e. **Trial on the merits** (if necessary) Yes No
if yes, describe: _____

Client initials

Limited Scope of Representation: We may agree at a later time to extend the legal services that we provide to you on this matter or represent you on another separate matter. Any such extension of the existing representation or representation on a new matter will be the subject of a new separate written agreement between the parties. Additionally, the scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice unless otherwise specified and agreed upon by the parties to this agreement. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

I also authorize Attorney to retain and employ other attorneys with my prior knowledge and written consent; however, the entire fee of Attorney and any such other attorneys shall be limited as set forth herein below.

ATTORNEY'S FEES. As compensation for legal services, I agree to pay my Attorney as follows:

Hourly Fee for Billable Time

Client agrees to pay attorney at hourly rate, currently \$ _____ per hour for all Billable time incurred by the attorney or attorneys associated with the firm. Client agrees to pay lawyer at a rate of \$ _____ per hour for time incurred by paraprofessionals.

The billable time includes all time spent on Client's matter for the scope of services set forth in this agreement. Billable time will be computed to the nearest one-tenth of an hour rounding up. Any figures quoted as the total cost for the services provided are only estimates. The opposing party, the opposing attorney, or others may engage in activities beyond our control, requiring us to spend additional time not originally contemplated.

Payment in Advance of Services

Client will pay attorney \$ _____ upon execution of this agreement in advance of services. This is the attorney's minimum fee and will include _____ hours of billable time.

COSTS AND EXPENSES. In addition to paying Attorney's Fees, I agree to pay all costs and expenses in connection with Attorney's handling of this matter. Costs and expenses shall be billed to me as they are incurred, and I hereby agree promptly to reimburse Attorney. If an advance deposit is being held by Attorney, I agree promptly to reimburse Attorney for any amount in excess of what is being held in advance. These costs may include (but are not limited to) the following expenses incurred solely for the purposes of the representation undertaken for the Client: court costs and expenses of litigation, including filing fees; deposition costs; expert witness fees; transcript costs; witness fees; photographic, electronic, or digital evidence production; investigation fees; travel expenses; litigation-related medical expenses; and any other case-specific expenses directly related to the representation, such as computer legal research costs, long distance telephone charges, postage charges, copying charges (\$. per page), mileage (not to exceed the IRS acceptable rate), and outside courier service charges.

Advance deposit required _____ Yes _____ No

I agree to advance \$ _____ for costs and expenses, which amount shall be deposited in Attorney's trust account and shall be applied to costs and expenses as they accrue. Should this advance be exhausted, I agree to replenish the advance promptly upon Attorney's request. If I fail to replenish the advance within ten (10) days of Attorney's request, Attorney shall have, in addition to other rights, the right to withdraw as my Attorney. Client understands and agrees that neither attorney nor client shall receive any interest from these funds.

Client initials

NO GUARANTEE. I acknowledge that Attorney has made no promise or guarantee regarding the outcome of my legal matter. In fact, Attorney has advised me that litigation in general is risky, can take a long time, can be very costly, and can be very frustrating. I further acknowledge that Attorney shall have the right to cancel this agreement and withdraw from this matter subject to refund of any unearned fees, costs and expenses, if, in Attorney’s professional opinion, the matter does not have merit, I do not have a reasonably good possibility of success, I refuse to follow the recommendations of Attorney, I fail to abide by the terms of this agreement, if Attorney’s continued representation would result in a violation of the Rules of Professional Conduct, and/or at any other time if otherwise permitted by the Rules of Professional Conduct.

ALTERNATIVE FEE DISPUTE RESOLUTION. In the event of any dispute or disagreement concerning the scope, enforceability, or interpretation of this agreement or any portion thereof, I agree to submit to arbitration by the Louisiana State Bar Association Legal Fee Dispute Resolution Program. I understand that, by agreeing to submit to binding arbitration, I am:

- Waiving my right to a trial by jury;
- Waiving my right to appeal the decision;
- Agreeing that all disputes regarding legal fees and expenses contracted for, charged or collected pursuant to this agreement will be submitted to binding arbitration;
- Waiving my right to broad discovery under the Louisiana Code of Civil Procedure and/or Federal Rules of Civil Procedure;
- Acknowledging that I have had the opportunity to speak with independent legal counsel of my choice before signing this agreement;
- Aware that this clause does not limit the liability to me of the attorney(s) engaged hereunder for his, her, or their negligence or fraud; and
- Aware that this clause does not prevent me from filing a disciplinary complaint with the appropriate authorities against the attorney(s) engaged hereunder.

NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the “Alternative Fee Dispute Resolution” provision decided by neutral binding arbitration as provided by Louisiana Arbitration Law. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Louisiana Arbitration Law.

I have read and understand the foregoing and agree to submit to neutral binding arbitration disputes arising out of the matters included in the “Alternative Fee Dispute Resolution” provision.

Attorney initials

Client initials

ADDITIONAL TERMS. Attorney and Client agree to the following additional terms: _____

Client initials

TERMINATION OF REPRESENTATION. I understand that I have the right to terminate the representation upon written notice to that effect. I understand that I will be responsible for any fees or costs incurred prior to the discharge or termination.

FILE RETENTION. Our office will offer to deliver/surrender your file to you at the conclusion of this matter, or sooner, if representation is terminated. If you choose not to take your file at that time, then our office will maintain the file for a maximum of 5 years after termination of representation, after which your file may be destroyed without further notice.

LOUISIANA LAW. This contract shall be governed by Louisiana law.

ENTIRE AGREEMENT. I have read this agreement in its entirety, and I agree to and understand the terms and conditions set forth herein. I acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

This agreement is executed by me, the undersigned Client, on this _____ day of _____, 20_____.

Client: _____

The foregoing agreement is hereby accepted on this _____ day of _____, 20_____.

Attorney: _____

Client initials

Proposed Sample Limited Scope Representation Agreement (Flat Fee, Non-Family)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter(s) as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of those services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact _____ [name of attorney handling the matter] prior to signing this engagement agreement or consult with another independent attorney to review this Agreement and to advise you on your rights as a client before signing.

Identification of Parties: This Engagement Agreement is made between _____ [name of law firm], hereinafter referred to as “Law Firm,” or “We” or “Our” or “Us” and _____ [name(s) of client(s)], hereinafter referred to as “You” or “Client(s).” Moreover, Law Firm represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries/assignees to the relationship between our law firm and you.

Scope of Representation: We have been engaged to represent _____ [name of client] for the purpose of [choose the relevant legal service(s) listed below]:

Attorney will represent the client limited to the following legal services:

And further includes:

___ at the hearing on: _____, ___ and for any continuance of that hearing;

___ until submission of the order after hearing; and/or

___ Other: (describe legal service(s) in detail)

Client initials

Law Firm will provide all services necessary for the limited scope representation of the above matter(s), inclusive and exclusive of (check “yes” or “no” for each of the services listed below and include specific details for the items listed as “yes”):

a. **Court appearance(s)** Yes No
if yes, describe: _____

b. **Investigation** Yes No
if yes, describe: _____

c. **Pretrial discovery** Yes No
if yes, describe: _____

d. **Negotiation(s) with opposing counsel** Yes No
if yes, describe: _____

e. **Trial on the merits** (if necessary) Yes No
if yes, describe: _____

Limited Scope of Representation: We may agree at a later time to extend the legal services that we provide to you on this matter or for which we represent you on another separate matter. Any such extension of the existing representation or representation on a new matter will be the subject of a new separate written agreement between the parties. Additionally, the scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice unless otherwise specified and agreed upon by the parties to this agreement. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

I also authorize Attorney to retain and employ other attorneys with my prior knowledge and written consent; however, the entire fee of Attorney and any such other attorneys shall be limited as set forth herein below.

ATTORNEY’S FEES. As compensation for legal services, I agree to pay my Attorney as follows:

Flat Fee. I understand that the flat fee (or fixed cost) for these legal services is \$ _____, which amount is due and payable before _____. The fee reflects not simply the number of hours which individual lawyers may devote to my representation, but also the experience, reputation, skill and efficiency of the attorneys, as well as the potential inability of the firm to accept other employment during the pendency of the representation. I understand that if all of the flat fee is not received by _____, then client has breached this agreement and attorney can terminate representation. This agreement pertains to the representation through trial only. Any writ, appeal, motion for new trial, motion for reconsideration, or any other kind of post-trial relief is not covered by this agreement and first must be agreed upon by Attorney and client as the subject of a new written fee agreement.

Client initials

COSTS AND EXPENSES. In addition to paying Attorney's Fees, I agree to pay all costs and expenses in connection with Attorney's handling of this matter. Costs and expenses shall be billed to me as they are incurred, and I hereby agree promptly to reimburse Attorney. If an advance deposit is being held by Attorney, I agree promptly to reimburse Attorney for any amount in excess of what is being held in advance. These costs may include (but are not limited to) the following expenses incurred solely for the purposes of the representation undertaken for the Client: court costs and expenses of litigation, including filing fees; deposition costs; expert witness fees; transcript costs; witness fees; photographic, electronic, or digital evidence production; investigation fees; travel expenses; litigation-related medical expenses; and any other case-specific expenses directly related to the representation, such as computer legal research costs, long distance telephone charges, postage charges, copying charges (\$. per page), mileage (not to exceed the IRS acceptable rate), and outside courier service charges.

Advance deposit required _____ Yes _____ No

I agree to advance \$_____ for costs and expenses, which amount shall be deposited in Attorney's trust account and shall be applied to costs and expenses as they accrue. Should this advance be exhausted, I agree to replenish the advance promptly upon Attorney's request. If I fail to replenish the advance within ten (10) days of Attorney's request, Attorney shall have, in addition to other rights, the right to withdraw as my Attorney. Client understands and agrees that neither attorney nor client shall receive any interest from these funds.

NO GUARANTEE. I acknowledge that Attorney has made no promise or guarantee regarding the outcome of my legal matter. In fact, Attorney has advised me that litigation in general is risky, can take a long time, can be very costly, and can be very frustrating. I further acknowledge that Attorney shall have the right to cancel this agreement and withdraw from this matter subject to refund of any unearned fees, costs and expenses, if, in Attorney's professional opinion, the matter does not have merit, I do not have a reasonably good possibility of success, I refuse to follow the recommendations of Attorney, I fail to abide by the terms of this agreement, if Attorney's continued representation would result in a violation of the Rules of Professional Conduct, and/or at any other time if otherwise permitted by the Rules of Professional Conduct.

ALTERNATIVE FEE DISPUTE RESOLUTION. In the event of any dispute or disagreement concerning the scope, enforceability, or interpretation of this agreement or any portion thereof, I agree to submit to arbitration by the Louisiana State Bar Association Legal Fee Dispute Resolution Program. I understand that, by agreeing to submit to binding arbitration, I am:

- Waiving my right to a trial by jury;
- Waiving my right to appeal the decision;
- Agreeing that all disputes regarding legal fees and expenses contracted for, charged or collected pursuant to this agreement will be submitted to binding arbitration;
- Waiving my right to broad discovery under the Louisiana Code of Civil Procedure and/or Federal Rules of Civil Procedure;
- Acknowledging that I have had the opportunity to speak with independent legal counsel of my choice before signing this agreement;
- Aware that this clause does not limit the liability to me of the attorney(s) engaged hereunder for his, her, or their negligence or fraud; and
- Aware that this clause does not prevent me from filing a disciplinary complaint with the appropriate authorities against the attorney(s) engaged hereunder.

Client initials

NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the “Alternative Fee Dispute Resolution” provision decided by neutral binding arbitration as provided by Louisiana Arbitration Law. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Louisiana Arbitration Law.

I have read and understand the foregoing and agree to submit to neutral binding arbitration disputes arising out of the matters included in the “Alternative Fee Dispute Resolution” provision.

Attorney initials

Client initials

ADDITIONAL TERMS. Attorney and Client agree to the following additional terms: _____

TERMINATION OF REPRESENTATION. I understand that I have the right to terminate the representation upon written notice to that effect. I understand that I will be responsible for any fees or costs incurred prior to the discharge or termination.

FILE RETENTION. Our office will offer to deliver/surrender your file to you at the conclusion of this matter, or sooner, if representation is terminated. If you choose not to take your file at that time, then our office will maintain the file for a maximum of 5 years after termination of representation, after which your file may be destroyed without further notice.

LOUISIANA LAW. This contract shall be governed by Louisiana law.

ENTIRE AGREEMENT. I have read this agreement in its entirety, and I agree to and understand the terms and conditions set forth herein. I acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

Attorney initials

Client initials

This agreement is executed by me, the undersigned Client, on this _____ day of _____, 20_____.

Client: _____

The foregoing agreement is hereby accepted on this _____ day of _____, 20_____.

Attorney: _____

Client initials

Proposed Sample Limited Scope Representation Agreement (Hourly Rate, Non-Family)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter(s) as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of those services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact _____ [name of attorney handling the matter] prior to signing this engagement agreement or consult with another independent attorney to review this Agreement and to advise you on your rights as a client before signing.

Identification of Parties: This Engagement Agreement is made between _____ [name of law firm], hereinafter referred to as “Law Firm,” or “We” or “Our” or “Us” and _____ [name(s) of client(s)], hereinafter referred to as “You” or “Client(s).” Moreover, Law Firm represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries/assignees to the relationship between our law firm and you.

Scope of Representation: We have been engaged to represent _____ [name of client] for the purpose of [choose the relevant legal service(s) listed below]:

Attorney will represent the client limited to the following legal services:

And further includes:

_____ at the hearing on: _____, _____ and for any continuance of that hearing;

_____ until submission of the order after hearing; and/or

_____ Other: (describe legal service(s) in detail)

Client initials

Law Firm will provide all services necessary for the limited scope representation of the above matter(s), inclusive and exclusive of (check “yes” or “no” for each of the services listed below and include specific details for the items listed as “yes”):

a. **Court appearance(s)** Yes No
if yes, describe: _____

b. **Investigation** Yes No
if yes, describe: _____

c. **Pretrial discovery** Yes No
if yes, describe: _____

d. **Negotiation(s) with opposing counsel** Yes No
if yes, describe: _____

e. **Trial on the merits** (if necessary) Yes No
if yes, describe: _____

Limited Scope of Representation: We may agree at a later time to extend the legal services that we provide to you on this matter or represent you on another separate matter. Any such extension of the existing representation or representation on a new matter will be the subject of a new separate written agreement between the parties. Additionally, the scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

I also authorize Attorney to retain and employ other attorneys with my prior knowledge and written consent; however, the entire fee of Attorney and any such other attorneys shall be limited as set forth herein below.

ATTORNEY’S FEES. As compensation for legal services, I agree to pay my Attorney as follows:

Hourly Fee for Billable Time

Client agrees to pay attorney at hourly rate, currently \$ _____ per hour for all Billable time incurred by the attorney or attorneys associated with the firm. Client agrees to pay lawyer at a rate of \$ _____ per hour for time incurred by paraprofessionals.

The billable time includes all time spent on Client’s matter for the scope of services set forth in this agreement. Billable time will be computed to the nearest one-tenth of an hour rounding up. Any figures quoted as the total cost for the services provided are only estimates. The opposing party, the opposing attorney, or others may engage in activities beyond our control, requiring us to spend additional time not originally contemplated.

Client initials

Payment in Advance of Services

Client will pay attorney \$ _____ upon execution of this agreement in advance of services. This is the attorney's minimum fee and will include _____ hours of billable time.

COSTS AND EXPENSES. In addition to paying Attorney's Fees, Client agrees to pay all costs and expenses in connection with Attorney's handling of this matter. Costs and expenses shall be billed to Client as they are incurred, and Client agrees to reimburse Attorney. If an advance deposit is being held by Attorney, Client agrees to reimburse Attorney for any amount in excess of what is being held in advance. These costs may include (but are not limited to) the following expenses incurred solely for the purposes of the representation undertaken for the Client: court costs and expenses of litigation, including filing fees; deposition costs; expert witness fees; transcript costs; witness fees; photographic, electronic, or digital evidence production; investigation fees; travel expenses; litigation-related medical expenses; and any other case-specific expenses directly related to the representation, such as computer legal research costs, long distance telephone charges, postage charges, copying charges (\$. per page), mileage (not to exceed the IRS acceptable rate), and outside courier service charges.

Advance deposit required _____ Yes _____ No

I agree to advance \$ _____ for costs and expenses, which amount shall be deposited in Attorney's trust account and shall be applied to costs and expenses as they accrue. Should this advance be exhausted, I agree to replenish the advance promptly upon Attorney's request. If I fail to replenish the advance within ten (10) days of Attorney's request, Attorney shall have, in addition to other rights, the right to withdraw as my Attorney. Client understands and agrees that neither attorney nor client shall receive any interest from these funds.

NO GUARANTEE. I acknowledge that Attorney has made no promise or guarantee regarding the outcome of my legal matter. In fact, Attorney has advised me that litigation in general is risky, can take a long time, can be very costly, and can be very frustrating. I further acknowledge that Attorney shall have the right to cancel this agreement and withdraw from this matter subject to refund of any unearned fees, costs and expenses, if, in Attorney's professional opinion, the matter does not have merit, I do not have a reasonably good possibility of success, I refuse to follow the recommendations of Attorney, I fail to abide by the terms of this agreement, if Attorney's continued representation would result in a violation of the Rules of Professional Conduct, and/or at any other time if otherwise permitted by the Rules of Professional Conduct.

ALTERNATIVE FEE DISPUTE RESOLUTION. In the event of any dispute or disagreement concerning the scope, enforceability, or interpretation of this agreement or any portion thereof, I agree to submit to arbitration by the Louisiana State Bar Association Legal Fee Dispute Resolution Program. I understand that, by agreeing to submit to binding arbitration, I am:

- Waiving my right to a trial by jury;
- Waiving my right to appeal the decision;
- Agreeing that all disputes regarding legal fees and expenses contracted for, charged or collected pursuant to this agreement will be submitted to binding arbitration;
- Waiving my right to broad discovery under the Louisiana Code of Civil Procedure and/or Federal Rules of Civil Procedure;
- Acknowledging that I have had the opportunity to speak with independent legal counsel of my choice before signing this agreement;
- Aware that this clause does not limit the liability to me of the attorney(s) engaged hereunder for his, her, or their negligence or fraud; and
- Aware that this clause does not prevent me from filing a disciplinary complaint with the appropriate authorities against the attorney(s) engaged hereunder.

Client initials

NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the “Alternative Fee Dispute Resolution” provision decided by neutral binding arbitration as provided by Louisiana Arbitration Law. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Louisiana Arbitration Law.

I have read and understand the foregoing and agree to submit to neutral binding arbitration disputes arising out of the matters included in the “Alternative Fee Dispute Resolution” provision.

Attorney initials

Client initials

ADDITIONAL TERMS. Attorney and Client agree to the following additional terms: _____

TERMINATION OF REPRESENTATION. I understand that I have the right to terminate the representation upon written notice to that effect. I understand that I will be responsible for any fees or costs incurred prior to the discharge or termination.

FILE RETENTION. Our office will offer to deliver/surrender your file to you at the conclusion of this matter, or sooner, if representation is terminated. If you choose not to take your file at that time, then our office will maintain the file for a maximum of 5 years after termination of representation, after which your file may be destroyed without further notice.

LOUISIANA LAW. This contract shall be governed by Louisiana law.

ENTIRE AGREEMENT. I have read this agreement in its entirety, and I agree to and understand the terms and conditions set forth herein. I acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

This agreement is executed by me, the undersigned Client, on this _____ day of _____, 20_____.

Client: _____

The foregoing agreement is hereby accepted on this _____ day of _____, 20_____.

Attorney: _____

Client initials

APPENDIX FORM 9.12A

Petitioner

No. _____ Div. _____

Versus _____, Louisiana

Defendant

Court

NOTICE OF LIMITED APPEARANCE – FAMILY LAW CASES

1. Attorney, _____ and Client, _____, have agreed that attorney will provide limited scope representation, pursuant to La. Dist. Ct. Rule 9.12, as follows:

2. Attorney will represent the client:
___ at the hearing on: _____, ___ and for any continuance of that hearing;
___ until submission of the order after hearing;
___ until resolution of the issues checked below by trial or settlement; and/or
___ other: _____

3. Attorney will serve as “attorney of record” for the party only for the following issues in this case:
 - a. ___ Divorce: (1)___ 102; (2)___ 103; (3)___ Covenant Marriage
 - b. ___ Child Support: (1)___ Establish; (2)___ Enforce; (3)___ Modify (describe) _____
 - c. ___ Spousal Support: (1)___ Establish; (2)___ Enforce; (3)___ Modify (describe) _____
 - d. ___ Protective Orders/Injunctions: (1)___ Order of Injunction; (2)___ Injunction Against Harassment or Abuse; (3)___ Injunction Against Alienation and Encumbrance of Community Property (describe) _____
 - e. ___ Child Custody/Visitation: (1)___ Establish; (2)___ Enforce; (3)___ Modify (describe) _____
 - f. ___ Paternity: (1)___ Establish; (2)___ Disavow (describe) _____

g. _____ **Partition/Division of Property:**
(describe) _____

h. _____ **Pension Issues:**
(describe) _____

i. _____ **Contempt:**
(describe) _____

j. _____ **Other:**
(describe in detail) _____

4. By signing this form, or a subsequent Certificate of Acknowledgement of Limited Appearance, client agrees that attorney may withdraw at the completion of the stated representation.

5. The attorney named above is “attorney of record” and available for service of documents only for those issues specifically checked above, and for all other matters, client/party must be served directly at the following address:

Client Name: _____
Street Address: _____, Apt. or Suite: _____
City, State, Zip: _____, _____

6. Attorney contact information:

Attorney Name: _____
Street Address: _____, Suite: _____
City, State, Zip: _____, _____

Phone: _____
Fax: _____
E-mail: _____

THE UNDERSIGNED HEREBY CERTIFY that this form sets forth the limited scope of representation agreed to between the undersigned attorney and client. If the client is not available to sign this agreement at time of filing, a copy bearing his/her signature shall be filed within ten (10) days of the initial filing of this Notice.

**Attorney for the limited purpose of
[include matter or proceeding]**

Client/Party

Date

Date

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of this pleading has been duly served on all counsel of record and/or self-represented parties via facsimile, e-mail, hand delivery, and/or by placing a copy of same in the United States Mail, postage prepaid, this _____ day of _____, _____.

Attorney

APPENDIX FORM 9.12B

_____ No. _____ Div. _____
Petitioner

Versus _____, Louisiana

_____ Court
Defendant

NOTICE OF LIMITED APPEARANCE – NON-FAMILY LAW CASES

1. Attorney, _____ and Client, _____, have agreed that attorney will provide limited scope representation, pursuant to La. Dist. Ct. Rule 9.12, as follows:

2. Attorney will represent the client:

Limited to the following matters: _____

And further includes:

___ at the hearing on: _____, _____ and for any continuance of that hearing;
___ until submission of the order after hearing; and/or
___ other: _____

3. By signing this form, or a subsequent Certificate of Acknowledgement of Limited Appearance, client agrees that attorney may withdraw at the completion of the stated representation.

4. The attorney named above is “attorney of record” and available for service of documents only for those issues specifically checked above, and for all other matters, client/party must be served directly at the following address:

Client Name: _____
Street Address: _____, Apt. or Suite: _____
City, State, Zip: _____, _____

5. Attorney contact information:

Attorney Name: _____

Street Address: _____, Suite: _____
City, State, Zip: _____, _____
Phone: _____
Fax: _____
E-mail: _____

THE UNDERSIGNED HEREBY CERTIFY that this form sets forth the limited scope of representation agreed to between the undersigned attorney and client. If the client is not available to sign this agreement at time of filing, a copy bearing his/her signature shall be filed within ten (10) days of the initial filing of this Notice.

Attorney for limited purpose of
[include matter or proceeding]

Client/Party

Date

Date

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of this pleading has been duly served on all counsel of record and/or self-represented parties via facsimile, e-mail, hand delivery, and/or by placing a copy of same in the United States Mail, postage prepaid, this _____ day of _____, _____.

Attorney

FAMILY NON-FAMILY (Check one)	Sample Notice of Completion of Limited Scope Representation <i>(File with Motion to Withdraw and Notice of Limited Appearance)</i>	Case Number:
--	--	---------------------

In the (check one): City Court District Court of _____ Parish, Louisiana

_____ v. _____
 Plaintiff's Name Defendant's Name

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

Party's Name

Email Address

Address

City

State

Zip Code

(____)____
 Phone Number

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

Lawyer's Signature: _____ Date: _____

3. After signing the above, you **must**:

1. Fill out the box below, then
2. Mail or deliver a copy of this form to the other party or her/his lawyer and to the client whose representation has been completed
3. File the original of this notice with the Motion to Withdraw and the Notice of Limited Appearance with the Court Clerk.

Certificate of Service – I certify that a true copy of this Notice was (check one):
 ___ mailed ___ delivered to all counsel of record and or self-represented on
 (date): _____.

I further certify that this Notice of Completion of Limited Scope Representation
 was (check one): ___ mailed ___ delivered to the client whose representation
 has been completed.

Sign here: _____

PETITIONER

No.: _____ **Div.:** _____

VERSUS

_____, Louisiana

DEFENDANT

Court

**SAMPLE FAMILY/NON-FAMILY MOTION TO WITHDRAW AS COUNSEL WITH
NOTICE OF LIMITED SCOPE REPRESENTATION AND COMPLETION**

On Motion of Moving Attorney, who respectfully represents:

I.

That (s)he is counsel for _____, in the above-entitled and numbered action.

II.

That plaintiff defendant and I had a Limited Scope Representation agreement and the agreed upon limited services have been completed, all judgments or orders resulting from the agreement have been submitted; and there are no pending hearings pursuant to the limited services. Therefore, mover seeks to withdraw as counsel of record in the above-entitled and numbered action and to no longer be sent notices of the court.

III

The plaintiff defendant has been notified of this withdrawal. See attached Notice of Completion of Limited Scope Representation.

IV.

Plaintiff's Defendant's last known contact information is

Address:

Phone number:

Respectfully submitted,

s/ Attorney

Name Bar Roll #
123 Street
City, LA 11111
E-mail address
(111) 123-4567

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above foregoing MOTION TO WITHDRAW AS COUNSEL OF RECORD has been duly served on all counsel of record and/or self-represented parties via facsimile, e-mail, hand delivery, and/or by placing a copy of the same in the U.S. Mail, postage prepaid, properly addressed, this _____ day of _____, _____.

Attorney

Name Bar Roll #
123 Street
City, LA 11111
(504) 123-4567

Sample Change in Scope Letter

_____, 20____

RE: Limited Scope Representation

Dear _____:

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

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

[Enumerate the specific additional service(s) that you have agreed to undertake for the client.] (e.g. to prepare _____ in response to the motion recently filed.)

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

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

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

I encourage you to seek the advice of other attorney in connection with services which will not be covered under this Agreement. Also, please feel free to consult with an attorney of your choice regarding this revised Agreement for Limited Scope Representation before signing and returning it to me.

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

Very truly yours,

Enclosure(s):

Two copies of Revised Service Checklist
Return envelope for your convenience

Sample Limited Scope Representation Disengagement Letter

_____, 20____

Former Client Name _____
Former Client Address _____
Former Client Address _____

Certified mail. Return receipt requested.

RE: File Subject or Matter Description

Dear _____:

Thank you for allowing (legal representative(s)) to provide legal services to you pursuant to our Agreement for Limited Scope Services. (Enclosed/Attached is a copy of (relevant document(s)). I have completed the scope of the legal representation agreed to in our Limited Scope Engagement Agreement for legal services. Accordingly, our attorney/client relationship has come to an end and I am no longer providing legal representation on your behalf on this matter. I am therefore, closing your file. I will retain a copy of your file for no more than five (5) years after which I may destroy all documents in your file. You should keep your file and all of your documentation concerning this legal matter in a safe place in case you need it in the future.

It has been a pleasure working for you. I hope this matter was concluded to your satisfaction. If you should need further legal assistance in the future regarding other legal issues related to this or other legal matters, please feel free to contact my office.

Best Regards,

FIRM NAME

Attorney Name

Enclosure(s):

LIMITED SCOPE REPRESENTATION WEB LINKS AND RESOURCES

ABA Unbundling Resource Center offering a clearing house for links to nationwide resources available pertaining to limited scope and unbundling legal services. www.americanbar.org/groups/delivery_legal_services/resources/

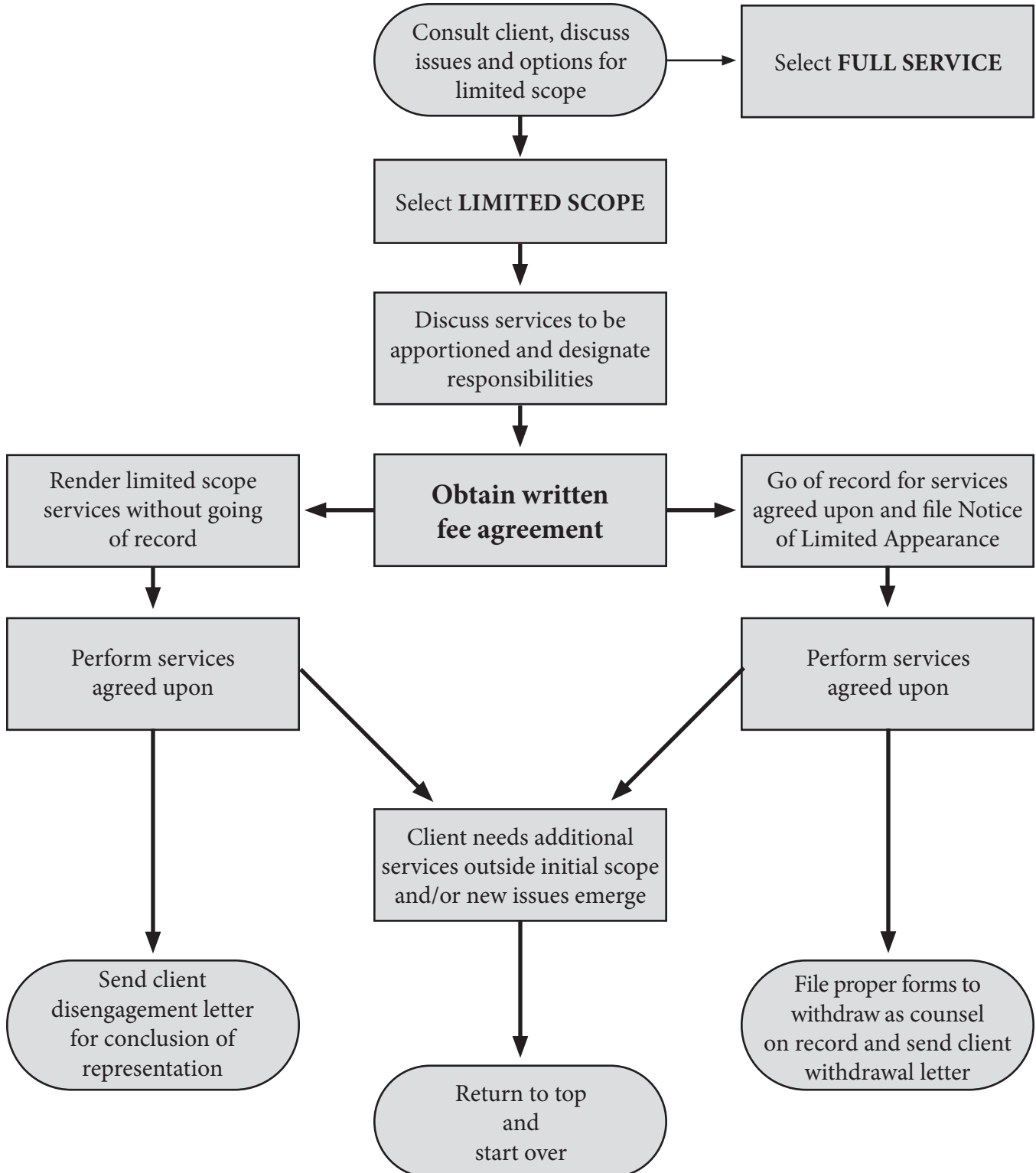
Louisiana State Bar Association Practice Aid Guide (2017) guiding attorneys with basic systems and forms to manage a law office. www.lsba.org/PracticeAidGuide/default.aspx

Louisiana State Bar Association Technology Center supplying technological innovation assistance to help attorneys run cost-effective practices using cutting edge technology programs, some at a discount provided exclusively to LSBA members. www.lsba.org/practicemanagement/techcenter.aspx

Louisiana State Bar Association Find Legal Help providing the public with a Directory of available legal services, resources, and information by parish. www.lsba.org/public/findlegalhelp/

Unbundled Legal Services in the New Normal providing session recordings and materials from the virtual conference hosted by IAALS, The Chicago Bar Foundation, the ABA Standing Committee on the Delivery of Legal Services, and the Self-Represented Litigation Network on April 20-22, 2021. <https://iaals.du.edu/events/unbundled-legal-services-new-normal>

LIMITED SCOPE REPRESENTATION FLOWCHART FOR ATTORNEYS



LIMITED SCOPE REPRESENTATION RESOURCES FOR CLIENTS

WHAT IS LIMITED SCOPE REPRESENTATION?

Limited scope representation (sometimes called “unbundling”) is a way that an attorney can help you by handling part of your legal matter while you represent yourself on the rest of your case. For example, in family law case with issues involving divorce, custody, and child support, you may choose one of the following options:

1. Hire an attorney to assist you with the child support matter only and you can handle the remaining issues yourself;
2. Hire an attorney to handle each legal service separately; or
3. Consult with the attorney at certain points in your case where legal expertise is needed, while you handle everything in the case yourself.

With limited scope assistance, you may be able to handle some of the case yourself but need legal assistance with certain matters or tasks where the attorney can help you. Deciding what portions of the case you will handle and what portion(s) of the case the attorney will handle will be determined through a discussion between you and the attorney. If you do this, you may return to the same attorney to assist you with some of or all of the remaining legal services, as needed. You may also hire a different attorney. If you hire a different attorney, you may be paying a new attorney to get up to speed on your case.

Some areas of the law are *extremely technical and difficult*, and it is rare for non-attorneys to effectively handle the case without an attorney. 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 IT IS IMPORTANT TO DISCUSS YOUR CASE THOROUGHLY WITH YOUR ATTORNEY

It is important to discuss **all aspects** of your case thoroughly (even those which **you** think are simple) with your attorney before deciding which parts you want to handle yourself and with which parts the attorney will handle. It is equally essential to realize that there may be important issues presented by your case of which you are not even aware. There could be at serious legal risk regarding an issue that you do not realize exists. This is why it is critical to talk with the attorney about all aspects of your case.

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.” It is best to speak with an attorney or legal service provider/program about your options before making decisions about your case.

Sometimes new issues will pop up after your case is started. If they do, it is important to advise your attorney and discuss the new issues, so that your attorney may advise you on the potential legal consequences. 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. That means good communication and a clear understanding of the facts is essential.

LIMITED SCOPE REPRESENTATION ARTICLES

LSBA, ATJ Commission Create Modest Means Online Legal Directory

Attracting Moderate Income Clients: Why Expanding Your Client Base Can Increase Your Bottom Line

By Amy E. Duncan

In March 2016, Mary's husband Ron was diagnosed with a progressive brain disorder called Lewy body dementia. At the time of the diagnosis, Mary had a full-time job as an office manager earning \$24/hour. Ron was self-employed, but eventually gave up his business due to the effect the disorder was having on his ability to work. On Mary's income, Ron's Social Security and Medicare, Mary was able to care for Ron until his condition became so debilitating that he required 24-hour medical attention. With limited funds, Mary started the stressful process of getting Ron's legal affairs in order before placing him in a senior nursing facility that could care for him full time.

Mary first sought assistance from local nonprofits and legal aid organizations but quickly found out that she did not qualify for free legal aid. Although she couldn't afford an attorney at the going rate of \$250 an hour, she was willing to work with an attorney at a reduced rate, say \$50-\$75 per hour. Because of the time sensitivity of the matter and not knowing where or how to find an attorney she could afford, Mary went ahead and handled her family's legal affairs — succession, power of attorney, etc. — on her own. Mary knows that working with an attorney would have greatly alleviated the stress of handling these matters while working full time, taking care of her husband, and coping with the grief of losing her husband to an aggressive disease. But, without access to affordable legal services, she felt she had no choice but to handle it on her own.

Mary's story is the story of many people in the United States with legal matters that go unaddressed by the legal profession. Mary's family falls into what is known as the "justice gap." This is the gap between being able to afford market-rate legal services and qualifying for free legal aid based on one's income. Mary is in the middle. She makes too much to qualify for free legal aid, but not enough to afford the going rate. So she, like many others, decided to take on a complex legal matter and all of its attendant consequences on her own.

Mary's story, in terms of income, is even more common in Louisiana. Louisiana is home to 4.684 million people, making it the 25th most populous state in the United States and the 10th most populous in the South.¹ Sadly, Louisiana also has the third highest poverty rate in the nation, with 20 percent of people falling below the poverty line—\$24,340 for a family of four.² Median household income in 2012-16 was \$45,652, meaning that half of the households in Louisiana make this amount or less. That is nearly \$10,000 below the national statistics.³ About 1.3 million people in Louisiana match Mary's economic circumstance. They fall between 200-400 percent of the poverty guideline set by the Census Bureau, meaning they make above the eligibility guidelines for free legal aid.

A national study by the American Bar Association (ABA) found that half of low- and moderate-income American households are facing one or more situations that could be addressed by the civil justice system. The same report concluded that nearly two-thirds of moderate-income households with civil legal needs were not finding their way to the justice system.⁴

The legal profession has responded to alarms about the lack of access to legal representation for the public with initiatives to fight or fill cuts to legal services programs, to promote lawyers providing free services through pro bono assistance, to develop resources for self-represented litigants, and to allow for the unbundling of legal services. Lawyers have even raised ideas about taking matters outside of the legal system and away from the need for a lawyer—allowing diverse services to be provided by non-lawyer professionals.⁵ However, many believe the answer to reducing the gap in accessible legal services is the legal



profession's sincere commitment to making changes to the current market fee rates.

The Current and Future State of the Legal Market

The legal market, with regard to price, is becoming more and more competitive. Despite the demand for legal services, the Bureau of Labor Statistics (BLS) suggests that "more price competition over the next decade may lead law firms to rethink their project staffing in order to reduce costs to clients." BLS expects clients, both private and corporate, to cut back on legal expenses by demanding less expensive rates and scrutinizing invoices. They predict that work previously assigned to lawyers, such as document review, may now be given to non-lawyers, such as paralegals and legal assistants, and routine work may be outsourced to other lower-cost legal providers.⁶

These types of responses to price competition place continued pressure on the job market, particularly for new lawyers. In 2016, 73 percent of the graduates of 204 ABA-accredited law schools had full-time jobs that required law degrees. This is after seeing a 7 percent decrease in class size due to lower enrollment.⁷ Considering the supply of trained lawyers without work along with the demand by the middle class for affordable legal services, one would think this would translate into lower costs and more legal needs being met. Yet, the cost for services continues to rise.⁸

When compared to other industries,

the legal profession has been slow to adapt to changing trends — trends that ultimately affect the cost for services. Technology, for instance, is changing the traditional workflow approach. The traditional approach usually means legal advice handcrafted by lawyers (some in partnership), delivered on a one-on-one basis with the output being documentation, and, generally, the charge for the services computed on an hourly billing basis. With this approach, most legal services have become unaffordable to their consumer users. By incorporating new technologies, attorneys are able to reduce the time and cost spent on tasks such as document assembly and other responsibilities that typically consume an attorney's time.

In terms of the future of legal services, commentators have predicted radical changes to the legal world over the next two decades, with cost being the focus of the changes. Richard and Daniel Susskind's book, *The Future of the Professions*, suggests that technology, and specifically artificial intelligence (AI), will have a fundamental impact on the legal industry and the role of lawyers in the future. They argue that the current professions, including legal, are unaffordable and antiquated, with the talent of the best enjoyed only by a few.⁹ At the other end is the growing supply of technologically driven alternatives to traditional legal service, leading to increased momentum of the DIY movement in which clients turn away from traditional law firm services.

In a competitive landscape for legal

services, attorneys and law firms should be willing to incorporate new approaches to delivering legal services, specifically to reach middle-income consumers whose legal needs are not being met. By being proactive and adapting to the changing market for legal services, attorneys can save time and money, grow their businesses and increase access to affordable legal services. Below are some ways attorneys can adapt to the changing landscape and incorporate cost-effective legal solutions into their business models to meet the legal needs of modest means clients.

Make Services More Accessible to Modest Means Clients and Adapt to Changing Markets

Leverage Technology to Increase Your Reach

Technology is playing a fundamental role in the transformation of the legal profession. This transformation can translate to time savings for attorneys and cost savings for consumers.

For instance, new programs that systemize document assembly allow attorneys to generate high-quality documents after straightforward interactive consultations with users.¹⁰ Some automation programs are even offered within cloud-based case management programs.¹¹

Companies in Silicon Valley are even offering AI programs to attorneys (some at no cost) to increase affordable access to justice — programs that can help quickly identify bad case law, find similar case law, or summarize the facts of a case.¹²

There are also legal technology programs available to save both the clients' and attorneys' time. One example is end-to-end online credit processing payment programs like LawPay that allow customers to pay for attorney services online. Additionally, case management software programs now have automated processes for collecting on past due accounts.¹³

These are just a few ways new technologies are changing how lawyers' practice — ways that can positively affect the attorney's bottom line and translate into cost savings for clients.

Offer Affordable Pricing Options for Clients with Limited Means

By now, most U.S. law firms have the option of an Alternative Fee Arrangement (AFA), broadly defined as charging for legal services in any method other than the standard billable hour. However, there's a difference between simply having that option and affirmatively engaging with a client to determine what fee model best meets his or her needs. In a broader context, actively offering clients AFAs could greatly increase the perception of value and promote trust in the firm-client relationship.

For modest means clients, their ability to pay will depend on their income. Some billable-hour pricing options, like sliding scale, may work for middle-income clients, if the fee structure is based on their income. For instance, attorneys may work on a sliding scale in which they reduce their hourly standard rate by 75 percent for people falling between 200-250 percent of the poverty guidelines, 50 percent for people falling between 250-350 percent, and 25 percent for 350-400 percent. When the billable hour acts as a disincentive to efficiency, flat fees can increase transparency giving the client an opportunity to determine whether he or she can afford to pay for the services.

Increase Transparency in Pricing so Consumers Know What to Expect and Don't Shy Away from Seeking Legal Assistance

The allusion and mystery of the cost for legal services simply does not work for a family with limited means. The lack of price information has been raised as a culprit for people not obtaining the legal advice they need.¹⁴ When people engage services in most consumer markets, they expect to receive actual or even estimated costs before agreeing to the transaction.

Most professional services offer transparent pricing. Why should the legal industry be an exception? For many areas of law — including immigration, DUI and traffic, and minor criminal cases — transparent pricing is offered by way of fixed fees. In setting affordable rates, understanding the time and costs associated with a particular matter will be key to determining price. The Chicago Bar Foundation's Pricing Toolkit for attorneys seeking to serve low- and moderate-

income clients is a helpful resource that provides a step-by-step process in setting fee arrangements alternative to the billable hour, such as a flat fee rate, to meet the legal needs and budgetary restrictions of the population.¹⁵

Use Limited Scope Representation to Dip into the Untapped Market

Limited scope representation, sometimes referred to as unbundled legal services, is a way for attorneys to address consumer demand and increase legal access for middle-income consumers. Limited scope representation is governed by Rule of Professional Conduct 1.2(c) and is defined as an agreement between an attorney and client in which the attorney represents or assists the client for part, but not all, of the client's legal matter. A Louisiana attorney may undertake limited scope representation of a client in a divorce case by agreeing to handle the custody dispute, but decline to handle the community property partition. Or an attorney may handle a products-liability case for an employee injured on the job, but decline to handle the worker's compensation matter. There are many possibilities within the realm of limited scope representation — as long as the scope of services provided is reasonable and the requirements under Rule of Professional Conduct 1.2(c) are met.¹⁶

In a DIY culture where information can be accessed at the click of a button for free, some people, especially those with limited means, are less inclined to seek full representation services at an unknown cost to be later determined. In the proper context, offering limited scope representation can make access to legal services affordable and, if done correctly, can be profitable for the attorney by increasing his or her client base.

How is the LSBA Addressing the Justice Gap?

Each month, the Louisiana State Bar Association (LSBA) receives more than 500 calls from people seeking legal counsel, many of whom fall within the justice gap. Recognizing this dilemma facing middle-income families, the LSBA, through its Access to Justice Commission, created a Modest Means Committee in 2016. After studying the need, surveying Louisiana

attorneys and analyzing national programs, the committee created the Modest Means Online Legal Directory. The directory is designed to connect attorneys offering affordable legal services with Louisiana residents falling at or below 400 percent of the poverty line. The attorneys offering affordable rates do so by way of a sliding scale based on the client's income, flat fees, or by offering limited scope representation subject to the requirements of Rule of Professional Conduct 1.2(c).

How Can Attorneys Join the Directory?

The Modest Means Online Legal Directory is open to all active Louisiana attorneys in good standing who offer reduced-cost legal representation to people falling at or below 400 percent of the federal poverty line. To sign up, follow these steps:

► Go to: www.lsb.org/ATJCommission/ModestMeans.aspx.

► Complete the one-hour, on-demand CLE on "Ethical Considerations for Representing Clients with Limited Means" (see fee waiver opportunity below).

► Take a brief survey.

► Complete the online application form.

Once the attorney completes the process and is determined eligible to participate, the attorney's name, photo, contact information, practice areas and types of affordable legal services offered will be listed in the directory.

The directory is accessible to the public through the LSBA's new "Find Legal Help Portal" designed to connect the public with the full spectrum of legal services available in the state. The portal, located at www.LSBA.org/goto/FindLegalHelp, includes options for hiring an attorney, legal aid and "pro bono" programs, self-help resources, and online and telephonic assistance.

In addition to the portal, the LSBA also operates an online legal answers page called LA Free Legal Answers, <https://la.freelegalanswers.org/>, where people falling below 250 percent of the federal poverty guidelines can post legal questions and have them answered by attorney volunteers.

Conclusion

Distribution of legal services in the United States is often compared to the profile of a martini glass. At the very top, where the glass is the widest, is where Big Law and Big Corporations mix and the majority of the spending on legal services occurs. The thin base of the glass represents free legal services provided to the poor. The stem represents small businesses and middle-class families waiting for affordable legal services to become available.

The legal profession needs to devote energy to focus on the stem, an untapped market in many respects, for which people can afford to pay for services at affordable rates. With predictions of increased price competition in the legal market and people not seeking legal assistance for problems that require an attorney, now is the perfect time to improve internal processes within your law firm to better meet the legal needs of the middle class.

FOOTNOTES

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2017, <https://biglawbusiness.com/report-law-firms-jacking-up-rates-demand-flat/> (Law firms increase billing rates by four percent based on a report by the Citi Private Bank Law Firm Group).

9. Richard and Daniel Susskind, *The Future of the Professions: How Technology will Transform the Work of Human Experts*, 3 (Oxford Univ. Press, 1st ed. 2015).

10. In Louisiana, Ayla Legal Systems offers state-specific document assembly and generation program. To learn more, go to: <http://www.aylalegal.com/>.

11. Clio Case Management is cloud-based software that offers document automation within its program. To learn more, go to: www.lsb.org/Members/TechnologyServices.aspx.

12. Ross Intelligence, a company in Silicon Valley, created EVA, an AI system available for free. To learn more, go to: <https://rossintelligence.com/ross-new-coworker-eva/>.

13. Clio Case Management Software provides this within its platform.

14. See, Solicitors Regulation Auth., "Price transparency in the legal services market" (January 2018), available at: <https://www.sra.org.uk/sra/how-we-work/reports/price-transparency-legal-services-market.page> (Solicitors Regulation Authority (SRA), the body that regulates solicitors and law firms in England and Wales, commissioned a comprehensive study to determine whether firms should be required to publish price information after the Competition and Markets Authority (CMA) found that the lack of transparency of legal service price information weakened competition and meant consumers did not get the legal advice they needed.)

15. Justice Entrepreneurs Project & Chicago Bar Found., "Pricing Toolkit for attorneys seeking to serve low- and moderate-income clients" (March 21, 2016), available at: <https://chicagobarfoundation.org/resources/practice/pricing-toolkit/>.

16. The Louisiana Supreme Court has made *Notice of Limited Appearance* forms available online for Family Law and Non-Family Law cases (see, <https://www.lasc.org/rules/supreme.asp>). The Alabama Access to Justice Commission has published a helpful presentation on limited scope representation presented by Sue Talia available at: <http://www.alabamatj.org/i-can-help/limited-scope-representation/>.

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A Continuum of Legal Services: Can 100% Access be Achieved Through Diversified Programming?

By Monte T. Mollere

The ability of poor and modest means individuals to access legal representation in civil matters is a challenge not only to these individuals, but one faced daily by Louisiana courts, civil legal aid organizations and the private bar. One study estimates that only a small fraction of the legal problems experienced by low-income people (less than one in five) are addressed with the assistance of a private attorney or legal aid lawyer.¹ The difference between the level of legal assistance available and the level that is necessary to meet the needs of low-income individuals has been termed the “justice gap.”² In 2015, the Conference of Chief Justices and the Conference of State Court Administrators set out to address the justice gap issue in a resolution, “Reaffirming the Commitment to Meaningful Access to Justice for All.” The resolution reads, in part:

*NOW, THEREFORE, BE IT RESOLVED that the Conference of Chief Justices and the Conference of State Court Administrators support the aspirational goal of 100 percent access to effective assistance for essential civil legal needs. . . .*³

While the resolution recognizes 100 percent access to justice may be aspirational, the concepts included in the six short paragraphs have become the subject of significant conversation and enthusiasm throughout the nation’s civil justice community. That enthusiasm and optimism (and sometimes skepticism) have not been lost on Louisiana’s civil justice community as it strives to increase access to the courts.

The resolution suggests that “100% access” is not simply a display of unbridled

optimism, but the basis exists in the “significant advances in creating a continuum of meaningful and appropriate services to secure effective assistance for essential civil legal needs. . . .”

This “continuum” of services presents the possibility of a range of resources in which our justice system might match needs to the most appropriate level of services, thus conserving limited resources and reaching more individuals in the justice gap. The continuum will be most effective when all members in the justice system participate. The Louisiana State Bar Association’s (LSBA) access to justice efforts have long encouraged involvement of civil justice system stakeholders and development of resources that can support and strengthen this continuum.

On one end of that continuum is the litigant who cannot afford an attorney, but may be able to help himself with access to more reliable legal information, forms or expanded self-help services provided by the court. The central portion of the continuum may focus on full representation by legal aid or pro bono attorneys to individuals who don’t have the capacity to assist themselves. The other end may focus on individuals with both capacity and some financial resources to benefit from a measured amount of legal advice from an attorney.

The resolution suggests that the work of the private bar must be included in the spectrum through “discrete task representation by counsel.” More commonly known as limited scope or unbundled representation, this practice has been facilitated by changes in Louisiana court rules. Through modest means panels and incubator programs, attorneys can also provide services to litigants who otherwise

could not afford market-rate legal services, but who may be able to afford some legal services or advice and successfully pursue their legal matters.

Viewing the provision of legal services to the poor through this continuum requires examining traditional ways of serving the poor and providing pro bono services. It also requires changes by the courts, private bar and civil legal aid providers. The LSBA’s access to justice activities regularly assess the greatest “gaps” in service to the poor and how best to close them. Our recent work with self-represented litigants, technology, the LIFT incubator program and pro bono provide a fine structure for this continuum. As the Supreme Court-established Louisiana Access to Justice Commission focuses its work on issues of modest means, funding, language access and self-represented litigation, it will only build on this structure, make the resources in this continuum more robust and move Louisiana closer to a goal of 100 percent access to justice.

FOOTNOTES

1. Legal Servs. Corp., “Documenting the Justice Gap in America: The Current Unmet Civil Needs of Low-Income Americans” (2009), p. 16.

2. Legal Servs. Corp., “Documenting the Justice Gap in America: The Current Unmet Civil Needs of Low-Income Americans” (2009), p. 1.

3. Resolution 5: Reaffirming the Commitment to Meaningful Access to Justice for All, Conference of State Court Admins. 1 (2015).

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