

UNBUNDLED LEGAL SERVICES & MODEST MEANS SYMPOSIUM

MAY 4, 2018



PROGRAM MATERIALS

Connecticut Bar Association | Connecticut Bar Foundation

Access to Justice Commission

Justice Maria A. Kahn, Co-Chair, Associate Justice, Connecticut Supreme Court
Hon. Ingrid L. Moll, Co-Chair, Superior Court Judge
Hon. William H. Bright, Jr., Connecticut Appellate Court
Deputy Dean Muneer I. Ahmad, Yale Law School
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Attorney Janice J. Chiarretto, Executive Director, Statewide Legal Services of Connecticut
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Preamble

These materials are suggested forms, guidelines and handouts which have been developed to use in limited scope representation matters. They offer a variety of suggestions that you should tailor to your particular practice. Each case, each client, and each opportunity for limited scope representation presents its own unique professional and ethical issues and nothing in these materials is intended to be a substitute for your own professional judgment and opinion.

These materials were created by M. Sue Talia and the Limited Scope Representation Committee and the California Commission on Access to Justice and are for general guidance only. While the materials have been modified to include references to Connecticut rules and practice, they have not been adopted or endorsed by the Connecticut Judicial Branch, the Connecticut Bar Association, or the Connecticut Bar Foundation. The draft forms and sample text for rules in Section 8 are for discussion purposes only.

PARTICIPANT BIOGRAPHIES



Honorable Maria Araujo Kahn

Justice Maria Araujo Kahn was born in Angola, Africa. She emigrated to the United States at ten years of age and is fluent in Portuguese and Spanish. She graduated from New York University cum laude with a B.A. in politics in 1986 and earned her Juris Doctor from Fordham University School of Law in 1989. Justice Kahn was the first recipient of the Noreen E. McNamara Scholarship at Fordham University School of Law. Following law school, she served as law clerk to the Honorable Peter C. Dorsey, U.S. District Court Judge for the District of Connecticut. She is a member of the United States Supreme Court, United States Federal District Court for the District of Connecticut, United States Court of Appeals Second Circuit, and the Connecticut and New York State Bars.

Governor Dannel P. Malloy nominated Justice Kahn to the Supreme Court on October 4, 2017 and she was sworn in on November 1, 2017. Prior to this appointment, Justice Kahn served as a judge of the Appellate Court and as a judge of the Superior Court, where she primarily heard criminal matters.

Before becoming a judge, Justice Kahn was an Assistant U.S. Attorney in New Haven. As a federal prosecutor, Justice Kahn was responsible for complex white collar investigations and prosecutions, both civil and criminal, in the areas of health care fraud, bank fraud, bankruptcy fraud and trade secrets.

Justice Kahn has been honored on several occasions with awards including: the Department of Justice Special Achievement Awards in 1998 to 2006, and the Department of Health and Human Services, OIG, Integrity Awards. On November 3, 2017, the Portuguese Bar Association presented Justice Kahn with the “Americo Ventura Lifetime Achievement Award.”

Justice Kahn is co-chair of the Judicial Branch’s Access to Justice Commission and the Limited English Proficiency Committee. She was also a member of the Judges’ Education Committee and has taught several courses at the Connecticut Judges’ Institute. Justice Kahn is a James W. Cooper Fellow with the Connecticut Bar Foundation.

November 17,

Honorable William H. Bright, Jr.

Governor Dannel P. Malloy nominated Judge William H. Bright, Jr. to the Appellate Court on October 4, 2017, and he was sworn in on November 1, 2017.

Prior to this appointment, Judge Bright served as a judge of the Superior Court, having been nominated by Governor M. Jodi Rell in January 2008. While a Superior Court Judge, Judge Bright served as the Chief Administrative Judge for the Civil Division and as the Administrative and Presiding Judge for the Tolland/Rockville Judicial District, where he heard civil, criminal and habeas corpus matters.

Judge Bright has served on a number of Judicial Branch committees, including the Civil Commission, the Clients Security Fund Committee, the Civil Jury Instruction Committee, the Rules Committee, the Access to Justice Commission, and the Pro Bono Committee, which he chaired. He is also a member of the Board of Directors of the Connecticut Bar Foundation.

Prior to his appointment to the bench, Judge Bright had a distinguished career as a trial lawyer. The Columbia resident was the managing partner of McCarter & English's Hartford law office and co-chair of the firm's Business Litigation practice group. He also was a shareholder in Cummings & Lockwood, a member of the firm's Board of Directors, and chair of the firm's Litigation practice group. Judge Bright was selected as one of the Best Lawyers in the United States by Chambers USA, and was twice named one of the top 50 lawyers in the State by Connecticut Magazine. His practice focused on complex commercial litigation matters, including business torts, fraud, intellectual property, franchise disputes and environmental law.

Judge Bright is a graduate of Dickinson College in Carlisle, Pennsylvania, and received his *Juris Doctor* from the University of Chicago Law School in 1987.

Honorable Ingrid L. Moll

Judge Moll graduated from Wheaton College with a B.A. in 1995, and earned her *Juris Doctor* from the University of Connecticut School of Law in 1999. She was admitted to the Connecticut Bar in 1999, the U.S. District Court, District of Connecticut, in 2000, and the Fourth, Tenth and Second Circuit Court of appeals in 2004, 2009 and 2010, respectively.

Judge Moll was appointed a Superior Court Judge in April 2014 by Gov. Dannel P. Malloy and currently is assigned to hear criminal matters in Waterbury.

Prior to Judge Moll's appointment, she worked as an attorney at Motley Rice LLC, McCarter & English, LLP and Cummings & Lockwood LLC, all in Hartford. After graduating law school, Judge Moll worked as a law clerk for Connecticut Supreme Court Justice David M. Borden.

Judge Moll was a member of the American, Connecticut and Hartford County Bar Associations. She was director of the Connecticut Bar Foundation and a member of the Connecticut Client Security Fund Committee.

In 2009, she was named the Super Lawyers' "New England Rising Star" in environmental litigation. In 2005, she was named one of the *Hartford Business Journal's* "Forty Under 40" and was given the *Connecticut Law Tribune's* New Leaders of the Law Impact Award.

Honorable James Abrams

Judge Abrams currently serves as Chief Administrative Judge for the Civil Division statewide and as Presiding Civil Judge for the New Haven Judicial District. He is an honors graduate of UConn School of Law and received his undergraduate degree from Trinity College.

Prior to his appointment to the bench in 2007, he was an attorney in private practice, served as a member of the Connecticut General Assembly, and as Corporation Counsel for the City of Meriden.

Since 2006, he's been an Adjunct Professor at Quinnipiac University and is currently a member of the Board of Trustees of the New England Association of Schools and Colleges (NEASC).

Honorable Elizabeth A. Bozzuto

The Honorable Elizabeth A. Bozzuto is a Superior Court judge who was first appointed by Governor John G. Rowland in 2000. She is currently serving as Chief Administrative Judge for the Family Division. Previously, Judge Bozzuto was the Assistant Administrative Judge for the Waterbury Judicial District and Presiding Judge of the Family Division in Waterbury, the Presiding Judge at the Regional Family Trial docket and the Presiding Judge of the Family Division in Danbury. She was the Assistant Administrative Judge in Litchfield and also served in Bridgeport and Bristol.

Judge Bozzuto serves on the Executive Committee of the Superior Court, the Judicial Review Council and is chair of the Standing Committee on Guardians ad litem and Attorney's for Minor Children. Additionally, Judge Bozzuto is a member of the Parent Education Program Advisory Committee, the Judges Advisory Committee on E-Filing and the Commission on Minimum Continuing Legal Education. She previously served as chair of the Public Service and Trust Commission's Self Represented Parties Committee and the Family Commission and as a member of the State Marshal Commission.

Judge Bozzuto received a B.A. from Manhattanville College in 1985. She was awarded her *juris doctor* from Western New England College School of Law in 1988. In 1991, she received a certificate from the National Institute of Trial Advocacy at Hofstra University in Hempstead, New York.

She was admitted to the State of Connecticut Bar in 1988; the U.S. District Court, District of Connecticut in 1989; and the U.S. Court of Appeals, Second Circuit in 1992.

Prior to her appointment to the Superior Court, Judge Bozzuto was a partner at the law firm of Secor, Cassidy and McPartland, P.C. As a practicing attorney, Judge Bozzuto specialized in civil litigation, with an emphasis on insurance defense and family law. She led the firm's pro bono efforts as a member of Law Works for People.

Judge Bozzuto served as the Chairman of the Board of Directors of the Child Guidance Clinic of Greater Waterbury, as a member of the Executive Committee of the State of Connecticut Commission of Children and member of the State of Connecticut Commission on Child Support Guidelines, in addition to serving on a number of local boards and non-profit organization

Honorable Leslie I. Olear

Judge Leslie I. Olear graduated from Central Connecticut State University with a B.A. in English in 1977 and earned her *Juris Doctor*, cum laude, from Western New England College School of Law in 1981. She earned her LL.M. in taxation from Boston University in 1984 and was admitted to the Connecticut bar in 1981.

Judge Olear was appointed a Superior Court judge in 2006 and has been assigned to criminal courthouses in Hartford and Manchester, the Regional Child Protection Session in Middletown, the Hartford Juvenile Matters courthouse and the Middletown Judicial District courthouse. She is currently the Presiding Judge for the Family Division at the Hartford Judicial District courthouse.

Prior to Judge Olear's appointment, she was an attorney for Cohn Birnbaum & Shea, P.C., in Hartford from 1981 to 2006. She represented lenders and developers on matters related to acquisition, financing and development of commercial buildings, and industrial facilities.

Before becoming a judge, Judge Olear was the chair of the Connecticut Housing Authority. She also served as the director for the State of Connecticut Risk Management and Insurance Purchasing Board; as a trustee and corporator for the Hartford Seminary; as the director for The Real Estate Exchange; as director for the Real Estate Finance Association (Hartford chapter); and as a member of the Martin Luther King Housing Board.

Judge Olear served as a member of the Superior Court Rules Committee from July 1, 2008 to June 30, 2011, as a member of the Client Security Fund Committee until December 2016 and is a member of the Judicial Performance Evaluation Program Advisory Panel.

Honorable Mark H. Taylor

The Honorable Mark H. Taylor is the Administrative Judge and Presiding Judge for the Civil Division at the Waterbury Judicial District. He was first appointed by Governor John H. Rowland in 2003, and has previously served as the Presiding Judge at the Hartford Judicial District for Family Matters, Assistant Administrative Judge and Presiding Judge for Civil and Family Matters at the New Haven Judicial District in Meriden. Prior assignments also include the Middletown Judicial District, New Britain Judicial District, G.A. 17 in Bristol and G.A. 2 in Bridgeport.

Judge Taylor graduated from Drew University with a Bachelor of Arts in English Literature in 1977 and from the University Connecticut School of Law with a Juris Doctor degree in 1983, with honors. He was admitted to both the Connecticut and District Court bars.

Judge Taylor has served as an Adjunct Professor at the University of Connecticut School of Law, as Chief Legal Counsel to Connecticut Senate Democrats and as Assistant Attorney General for the State of Connecticut Department of Labor and the State Treasurer. While in private practice, he focused on the areas of litigation and real estate.

Since becoming a judge, Judge Taylor has served on the Civil Commission, the Bench-Bar Foreclosure Committee and as an alternate on the Interception of Wire Communications Panel. He served as an instructor at the Connecticut Judicial Institute in 2006, 2008, 2010 and will do so again in 2018. He has also served as an instructor for the Fall Civil Division seminars in 2008 and 2012, as well as the fall Family Division Seminar in 2011.

Timothy S. Fisher

Timothy Fisher became the 17th dean of the UConn School of Law on July 1, 2013 following thirty-five years in private practice. Prior to becoming dean he was a partner at a major regional law firm with a long history of public service. During his career prior to becoming dean, he taught at UConn Law School as an adjunct instructor and participated in the life of the School through moot court judging, a faculty workshop presentation, and numerous activities with students and faculty.

Dean Fisher's practice and publications have focused on the fields of ethics, alternate dispute resolution, commercial transactions, construction law, family wealth disputes, and municipal law. He also has led pro bono engagements in such fields as marriage equality, prison conditions, speedy criminal appeal rights, and strategic relationships of non-profit organizations. In private practice, he served on the executive and compensation committees of his firm, held the position of office managing partner, and co-led its strategic planning process.

A graduate of Yale University and Columbia Law School, Dean Fisher has served in numerous public service and private sector leadership roles. He recently chaired the State's Commission on Judicial Compensation and co-chaired the Task Force on Access to Counsel in Civil Matters. He previously served on the Governor's Commission on Judicial Reform, as well as various commissions of the Connecticut Judicial Branch, and was recently president of the Connecticut Bar Foundation. He served as president of a social service agency and has held leadership positions in Greater Hartford Legal Aid and the Connecticut Bar Association. Dean Fisher conceived and undertook the organizational and fundraising effort to create the Connecticut Innocence Fund, a first-in-the-nation program to assist exonerees to re-enter society when released from prison after proof of their innocence. He brings a deep belief in public service to his role as dean of the UConn Law School.

Karen Demeola

Karen currently serves as Assistant Dean for Enrollment and Students at UConn School of Law and is the current president of the Connecticut Bar Association. She received her undergraduate degree in psychology from UConn and her J.D. from UConn Law. After graduation from law school, Karen was a civil rights litigator whose practice focused primarily on employment discrimination, police brutality and housing discrimination. While at UConn Law, she has been an adjunct professor teaching Critical Identity Theory and has presented on numerous panels, symposia and conferences on diversifying law school populations, implicit bias, intersectionality, leadership, and diversity and inclusion. Karen has also created numerous pipeline projects, including the CBA Pathways to Legal Careers Pipeline. Karen is a Fellow of the Connecticut Bar Foundation.

Karen was the recipient of the Lawyers Collaborative for Diversity Edwin Archer Randolph Diversity Award; the CWEALF Maria Miller Stewart Award; the Connecticut Commission on Human Rights and Opportunities Constance Baker Motley Award for Business and Law; and the University of Connecticut Spirit Award.

Andrea Barton Reeves

Andrea Barton Reeves is President and CEO of HARC, Inc., a not-for-profit provider of services for people with intellectual and related disabilities and their families. In 2018, Andrea became the second woman and first African American to be elected President of the Connecticut Bar Foundation Board of Directors. An active member of her community, she serves on the boards of the American School for the Deaf, Leadership Greater Hartford and the YWCA of Greater Hartford. She has been named one of the *Hartford Business Journal's* 40 under Forty, and Five New Leaders to Watch (2013). Andrea previously served as Secretary of the Connecticut Bar Association and as co-chair of the CBA Women in the Law Committee. Andrea spent the early part of her career as a litigator in two large law firms before devoting her practice to representing children almost exclusively in child protection, delinquency, high-conflict custody and probate court matter. She is a graduate of Rutgers University and New York Law School.

Campbell D. Barrett

Campbell D. Barrett chairs the Family Law practice which in 2017 was named the *Connecticut LawTribune's* "Family Law Department of the Year." Campbell focuses primarily on matrimonial and appellate matters. He has been named a Top 50 Connecticut *Super Lawyer* and a Top 100 New England *Super Lawyer* multiple times. He has also been recognized multiple times by *Best Lawyers in America* in the area of family law. In 2017, he was named *Best Lawyers'* "Family Law Lawyer of the Year for Hartford County." Campbell has participated in hundreds of contested proceedings across the state in complex, high income/high net worth cases. In addition, he has been lead counsel on more than 50 appeals to the Connecticut Supreme and Appellate Courts.

Campbell is a fellow of the American Academy of Matrimonial Lawyers. He has served as an adjunct instructor at the University of Connecticut School of Law, has lectured and written frequently on appellate practice and family law, and has been a guest family law expert on National Public Radio. He is the co-author of the book, *Same Sex Marriage: the Legal and Psychological Evolution in America*, which in 2006 was awarded the American Psychological Association's "Most Distinguished Book in Lesbian, Gay, and Bisexual Psychology." He has also authored chapters in family law treatises on the definition of property and prenuptial agreements. Campbell was also the 2005 winner of the Hartford County Bar Association's Judge Maxwell Heiman Memorial Award.

Stephen J. Conover

Steve Conover helps lawyers and law firms practice law without unnecessary ethical risks. He regularly represents lawyers, law firms and legal departments throughout Connecticut in grievance defense matters. He actively advises local and national law firms on malpractice prevention and risk management, and counsels clients on sensitive ethics, professional responsibility, and business matters.

In 2007, Mr Conover completed 11 years of service as Court-appointed Grievance Counsel involved with the State's lawyer discipline process in administrative and judicial proceedings. He now regularly defends lawyers facing sanctions from formal Grievance Complaints filed with Connecticut's Statewide Grievance Committee. In addition, Mr. Conover provides guidance to lawyers and law firms in their management of partnership

agreements, lateral hires & departures, dissolutions, licensing, and ethics compliance. Additionally, CNA Insurance Company's Professional Liability claims managers regularly engage Steve Conover to speak to CNA insured law firms on ethics and loss prevention topics

Mr. Conover is an experienced neutral arbitrator trained by the American Arbitration Association and regularly selected to decide complex commercial & construction disputes. Mr. Conover is also a neutral mediator, trained (40 hours) at the University of Connecticut and Quinnipiac University Law School Center for Dispute Resolution. Since 1996, he has served by appointment as a Special Master mediating civil cases each month in the Superior Court in Stamford.

In 2017 Mr. Conover completed a four-year term on the Connecticut Judicial Compensation Commission which is responsible for evaluating the adequacy and determining the sufficiency of compensation paid to State Court judges. In 2016 he completed a three-year term on the Connecticut Judicial Selection Commission which is responsible for recommending lawyers for appointment as judges and evaluating incumbent judges for reappointment.

Mr. Conover was admitted to practice in Connecticut in 1982, and since his admission has maintained an active trial practice representing clients in commercial & construction disputes in Connecticut's State and Federal Courts and in arbitration, mediation, and administrative hearings before Boards, Committees, and Commissions throughout the State.

Jeff Gentes

Jeff Gentes manages the Connecticut Fair Housing Center's work on fair lending and foreclosure prevention and co-supervises the Housing Clinic at Yale Law School. His practice focuses on defending foreclosures, in part through the Center and Clinic's "Attorney for Short Calendar Program," and litigating against mortgage companies on behalf of homeowners in state and federal court. He regularly engages in appellate work, as both homeowner counsel and amicus curiae, and has trained foreclosure mediators in four different states. He is a member of Connecticut's Bench-Bar Foreclosure Committee and a registered state lobbyist. Mr. Gentes began his work in this field in 2008 when he joined the Homeowner Defense Project at Staten Island Legal Services following stints at Proskauer Rose LLP and Pfizer Inc. Mr. Gentes received his B.A. from the University of Connecticut and his J.D. from New York University School of Law.

Jocelyn B. Hurwitz

Jocelyn is a principal and chair of Cohen and Wolf's Family Law Group. Dividing her time between the firm's Bridgeport, Orange and Westport offices, Ms. Hurwitz practices in the areas of family law litigation and divorce mediation.

She is admitted to practice in Connecticut, and the U.S. District Court, District of Connecticut. Ms. Hurwitz is a member of the American, Connecticut and Greater

Bridgeport Bar Associations. She is a member of the Family Law Sections of the Connecticut and Greater Bridgeport Bar Associations.

Ms. Hurwitz serves as a special master, appointed by the Superior Court, to mediate divorce and custody disputes in the judicial districts of Milford, New Haven, Stamford and Bridgeport, and in the Regional Family Trial Docket in Middletown. She has been a contributor at seminars hosted by the Bridgeport Bar Association and other organizations.

Ms. Hurwitz is recognized in the area of Family Law by *Connecticut Super Lawyers* (2007-2017), and was ranked among the "*Top 25 Women Connecticut Super Lawyers for 2014*". She is also listed in *Best Lawyers*® (2013-2018) for her work in Family Law.

Ms. Hurwitz received her B.S. in 1989 from Cornell University and her J.D. in 1992 from Cornell Law School.

Chris R. Nelson

Chris practices in New Haven at the law firm of Nelson | Votto where he represents individuals and small businesses in litigation and transactional matters. Chris attended the University of Connecticut where he earned his degree in Political Science and Sociology. After college, he took evening classes at Quinnipiac University School of Law while working in the Bridgeport Superior Court's Clerks Office. Chris worked as an associate at the law firm of Parrett, Porto, Parese & Colwell until 2012 when he opened up his own firm. In order to expand his growing business, in January 2014 Chris joined with Attorney Stacy Votto to form the firm where he practices today.

Chris is very involved with state and local bar associations. Currently he is a member of the New Haven County Bar Association's Executive Committee and also serves as co-chair of its Technology Committee. Previously he has served on the CBA House of Delegates and has also served as Chair of the Connecticut Bar Association Young Lawyers Section and President of the New Haven Young Lawyers. Additionally, Chris is a member of the Connecticut Trial Lawyers Association and a member of the New Haven Inn of Court.

Chris was named a Connecticut "Rising Star" by Super Lawyers® for 2011-2012, 2013 and 2014. In 2015, Chris Received the New Haven County Bar Association's President's Award. In 2017, Chris was selected to become a James W. Cooper fellow by the Connecticut Bar Foundation.

Frederic S. Ury

Frederic S. Ury is a founding partner of the law firm of Ury & Moskow, LLC in Fairfield, Connecticut. Ury & Moskow is a small boutique trial firm handling major civil and criminal cases throughout the State of Connecticut. The firm also has a national pharmaceutical mass tort practice throughout the United States.

Mr. Ury earned his JD degree from Suffolk University Law School in Boston, Massachusetts in 1977 and his B.S. degree with highest distinction from Babson College in Wellesley, Massachusetts in 1974.

He has been a member of the Connecticut Bar since 1977 and the New York Bar since 1989. He is admitted in the Federal District Court in Connecticut and New York, the 2nd Circuit Court of Appeals and the United States Supreme Court.

He is a Board Certified Civil Trial Lawyer who for 40 years has concentrated his practice in criminal and civil trial practice. He also sits as an arbitrator and mediator for the private bar. He is presently a hearing officer for the Connecticut State Board of Education and the Department of Developmental Services.

He is a member of the American Board of Trial Advocates and is an AV rated attorney. He is listed in Mmiindale Hubbell's Bar Register of Preeminent Lawyers. He has been listed for 11 years in Super Lawyers in Connecticut and New England in the area of general litigation and in Best Lawyers for commercial and personal injury litigation.

Mr. Ury was the Chairman of the Litigation Section of the Connecticut Bar Association from 1993-1996. During the year 2004-2005 he was President of the Connecticut Bar Association.

In 2008-2009 he served on the Chief Justice's Public Trust and Confidence Task Force. He was Co-Chair of the Attorney Trust Account Defalcation Task Force during the years 2005-2010. From 2007-2016 he was on the Board of Directors of the Connecticut Bar Foundation. He has been a member of the James Cooper Fellows since 2005. In 2010 he was appointed to the Connecticut Bar Examining Committee. Since January 2017 he is Co-Chair of the MCLE Commission.

Mr. Ury has been active for the past 14 years in the National Conference of Bar Presidents. He served three years on the Executive Council and was President of NCBP from 2011-2012.

Mr. Ury has been a member of the ABA for 40 years. He was a member of the American Bar Association's House of Delegates from 2004-2009 and was appointed by ABA President Carolyn Lamm to the Ethics 20/20 Commission which he served on from 2009-2012. He was chair of the ABA Standing Committee on Professionalism from 2012 to 2015. In August of 2014 he was appointed by ABA President William Hubbard to the Commission on the Future of Legal Services which he was on until it finished its work in August 2016. He is presently a member of the ABA Standing Committee on Discipline.

He is a frequent lecturer to various bar associations and lawyer groups around the country on the Future of the Legal Profession and ethics and professionalism. He has lectured about civil procedure to Connecticut attorneys for over 17 years. Mr. Ury has authored a number of articles on the Future of the Legal Profession and ethics which have been published in publications around the country.

Mr. Ury is an avid bicyclist and marathon runner. He is a founding member of Charity Treks, Inc., a non-profit organization that raises money to find a vaccine for Aids.

Table of Contents

Instructions.....	1
Section 1: Looking at Issues of Liability and Good Practice.....	3
Section 2: Flow Charts.....	8
Section 3: Initial Interview Checklist.....	11
Section 4: Tasks/Issues to be Apportioned.....	14
Section 5: Sample Fee Agreement.....	23
Section 6: Sample Change in Scope / Closing Letters.....	37
Section 7: Checklists.....	40
Section 8: Appendices.....	42
Forms.....	43
Practice Book Rules.....	47
Frequently Asked Questions.....	53
Notes.....	56

Instructions for Using this Set of Practice Management Materials

Attached is a package of risk management materials for civil and family practitioners designed to help you document your file and ensure that you and the client are in agreement on the limitations on the scope of your representation, which tasks you are going to perform and, more importantly, which ones you are NOT going to perform. They are designed as templates which should be tailored to your needs. Since limited scope arrangements can be fluid, it is essential that you document not only the limitations in scope, but ALL changes to the scope and the representation's ultimate conclusion. They include a number of checklists to document the limitations, and note any changes, which are designed to allow you and your staff to easily track these issues so nothing is overlooked.

Use your judgment in tailoring the forms. You may use some or all of them, modify others, and select which ones best suit a given limited scope arrangement. A brief overview of the materials and their intended use follows:

1. **Best Practices Tips.** These are designed to assist you in flagging the areas of special concern in limited scope representation. Read them carefully and add to them as new issues arise in your practice. Check for updates at: <http://www.unbundledlaw.org/>
2. **Flow Charts.** There are two flow charts designed to visually set forth the steps from both the client's and the attorney's perspective. Use the client flow chart as a handout as part of educating your client on the options for limited scope. Use the attorney one as a tool to document your own file.
3. **Sample Intake Sheet.** Tailor this form for use as an intake tool for every new limited scope family law client. Note the topics discussed, included related topics about which you advised them, and use it to document your discussions about the nature and scope of your representation. Before the client leaves, you should each initial it, and then give the client a copy. Do a new one each time a new issue comes up.
4. **Sample Tasks to be Apportioned/Issues to be Apportioned Checklists.** Use these forms to document the issues you discussed with the client, the apportionment of responsibility, and to identify the areas where the client agrees you are not to assume responsibility. You should each initial it and the client should take a copy. *Do a new one each time the scope changes*, initial and date it, give a copy to the client and note on the Tickler Checklist the date on which you did this. If you're defining the limited scope in an attachment to your fee agreement rather than in the body, use these as attachments and modify them as needed. Attach these forms as the exhibits to Fee Agreement #4, or any other fee agreement where the limitation on scope is in an attachment rather than the body of the agreement.
5. **Sample Fee Agreements.** Four sample fee agreements are contained in this packet, each tailored to a different form of limited scope representation, from a single appointment/single task to coaching, ongoing consulting, document preparation, and making court appearances. Do not perform services until you have a signed agreement limiting the scope of your involvement. If the scope changes, do a new agreement. If the form of agreement you use includes a checklist to define the scope, do a new checklist to document the changed scope, sign and date (both attorney and client). Don't just send a confirming letter to the client. If the scope changes, attach the tasks/issues checklists.
Check for others at the following web site: <http://www.unbundledlaw.org>
6. **Sample Change of Scope Letter.** This is a sample letter to send the client when the scope changes. The change in scope usually occurs either when a new issue arises which was unanticipated in the initial allocation of tasks, or the client finds s/he is unable to competently perform the tasks s/he has undertaken and asks the attorney to handle them.

7. **Sample Follow Up Checklist.** This form is designed to keep track of who is responsible for performing which tasks in an ongoing limited scope representation. Fill it out as you talk to your client about responsibilities, give a copy to the client and retain one for your records. Use it as often as necessary.
8. **Sample Tickler Checklist.** This is the key to keeping track of all of the above. Tailor it to your specific needs, photocopy it on brightly colored paper and keep it on top of your file. Note the dates on which you obtained each of the checklists, retainer letters, documentation of changes in scope, and file closing. Add other tasks and forms which you find recur in your practice and train your staff to keep the checklist current.
9. **Sample Closing Letter.** It is equally important to document your exit from the case as it is your entry into the case. When you have performed all the tasks for which you were engaged, tailor the Sample Closing Letter to clearly communicate that fact to the client. Invite the client to advise you immediately if s/he disagrees that all tasks for which you were engaged are completed. If you have made an appearance as part of your representation, file a Certificate of Completion of Limited Appearance with the court and send copies to all attorneys and self-represented parties of record as per the certification on the Certificate of Completion of Limited Appearance form.

SECTION 1

LOOKING AT ISSUES OF LIABILITY AND GOOD PRACTICE



Best Practices for Limited Scope Representations: Looking at issues of liability and good practice

Limited Scope Representation (sometimes called “unbundling”) refers to matters in which a client hires an attorney to assist with specific elements of a matter such as legal advice, document preparation or document review, and/or limited appearances. The client and attorney agree on the specific discrete tasks to be performed by the client and the attorney. Depending on the nature of the attorney's involvement, the attorney may or may not enter an appearance with the court. The client represents him/herself in all other aspects of the case.

The special issues governing limited scope representation fall into four general categories:

- 1. The limitations on scope must be informed and in writing;**
- 2. Limitations in scope must be reasonable under the circumstances;**
- 3. Changes in scope must be documented;**
- 4. An attorney may have an affirmative duty to advise the client on related matters, even if not asked.**

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

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

Deciding on whether to take the case

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

2. **Don't be pressured by emergencies.** Pay particular attention to prospective clients who have last-minute emergencies and seek limited scope representation. Limited scope representation does not mean that you do not have to provide competent assistance or zealous advocacy. Being pressured to conduct a “quick document review” because of an upcoming deadline is much riskier if you will only be involved in that brief transaction. Consider advice on ways to move the deadline, if possible, to allow adequate time for review or representation.
3. **Be aware that some clients have unrealistic expectations.** A prospective client may be unrealistic about what she or he can achieve alone or about the nature of your limited scope representation. Part of your obligation in offering limited scope services is to teach the client about the legal system and the available remedies. Few non-attorneys will arrive on your doorstep with totally realistic expectations. You bring your knowledge and experience with the legal system to the relationship. It is important that the self-represented party “hear” your advice in order to partner successfully with you in the representation and carry out a plan with your guidance. If you believe that you will not be successful at reining in a client’s unrealistic expectations, you should decline the representation. Not every client is temperamentally suited to representing him/herself.
4. **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 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.
5. **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.
6. **A good diagnostic interview is critical.** It is critical to perform a good diagnostic interview to pick up all the 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.
7. **Develop and use an intake form.** A good form should list the key issues and allow room to insert unusual ones. Give a completed copy to the client. It is a contemporaneous record which documents your file, reminds you to ask about related issues, memorializes the limitations on scope, and educates the client. Use and tailor the forms which appear in these materials to make them work for you.

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

After you take the case

- 9. Use checklists.** This documents who is going to do what before the next meeting. Give a copy to the client. Sample checklists have been included in these materials. Tailor them to your specific practice, fill them out while the client is present, and make sure that you and your client each have an initialed copy.
- 10. 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. Four sample fee agreements are included in these materials, for situations in which you consult on a single occasion, offer ongoing consulting services, provide document drafting and assistance with strategy and paperwork, and entering an appearance for part of the case. Tailor them to each case and to your individual practice. A fee agreement which puts the limitations and checklist in an attachment is probably better suited to a case where you anticipate a change in scope.
- 11. If you are going to appear in court on behalf of the client, you must complete and file a Limited Appearance (form JD-CL-121).** Limited Appearance forms will be available in all Clerk's Office, Court Service Center and Law Library locations and on the Judicial Branch website at www.jud.ct.gov.
- 12. Memorialize any changes in the scope of your limited representation as they occur.** *Never* do work outside the scope of the original retention without a new limitation signed by the client. Checklists that attach to the fee agreement are a simple and reliable way to do this. A confirming letter that the client doesn't sign is insufficient to effectively document the new limit in scope because it doesn't document informed consent. Be sure that you and the client both sign off on any changes in scope. If you have filed a Limited Appearance form with the court, any changes to the scope of representation require that you file a new Limited Appearance reflecting the change(s). If the new agreement with the client is to represent the client for the entire case, the attorney will file a general Appearance (form JD-CL-12). In addition, any change in the scope of the representation requires the client's informed consent, shall be confirmed to the client in writing, and shall require the lawyer to file a new limited appearance with the court reflecting the change(s)"
- 13. Explain the "why."** Limited scope matters are pursued in partnership with the client. A client who understands the "big picture" and the tradeoffs will not only be more successful in self-representation but also less likely to blame you for unwanted outcomes.

- 14. Refrain from providing blank court forms to the client without providing assistance in completing or reviewing the final product.** Some forms are simply too complicated for a self-represented party to complete without assistance. Your expert assistance in the completion of these forms is not only a best practice, but it will also reduce any potential liability. Where available, you may also send the client to the Court Service Center for assistance in completing forms.
- 15. Do not encourage a self-represented party to handle a matter that is too technical or difficult.** A prime example of this problem is preparation of a QDRO (Qualified Domestic Relations Order). Part of your responsibility as an attorney is to counsel a person against handling such a matter themselves 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.

Ending the relationship

- 16. 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. A sample “closing letter” is included in the materials. Notify the client that you believe you have completed your part and advise him/her to get in touch with you immediately if s/he disagrees.
- 17. If you have entered an appearance, let the court know about ending the relationship as well.** A *Certificate of Completion of Limited Representation* form must be filed with the court to inform the court that the limited representation has ended. Don’t file your limited scope representation agreement with your *Certificate of Completion of Limited Representation* form, JD-CL-122, since that is a confidential communication.

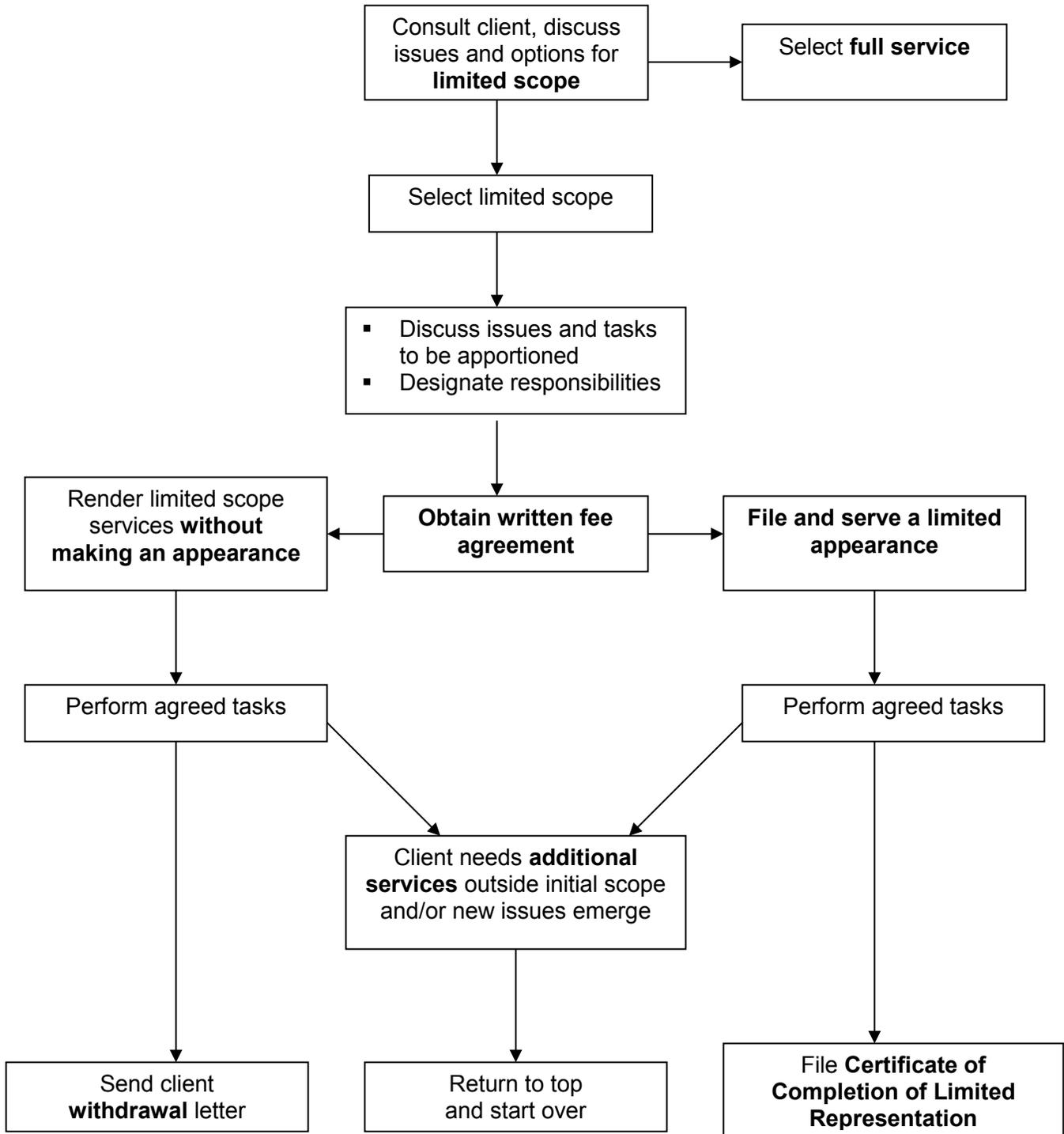
Use good judgment. Many of these suggestions apply equally to full service representation. Your limited scope clients are likely to be more satisfied than your full service clients if you follow these simple practices. They don’t take much effort and will document your file and educate your clients in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

SECTION 2

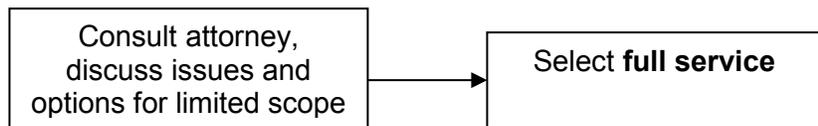
FLOW CHARTS

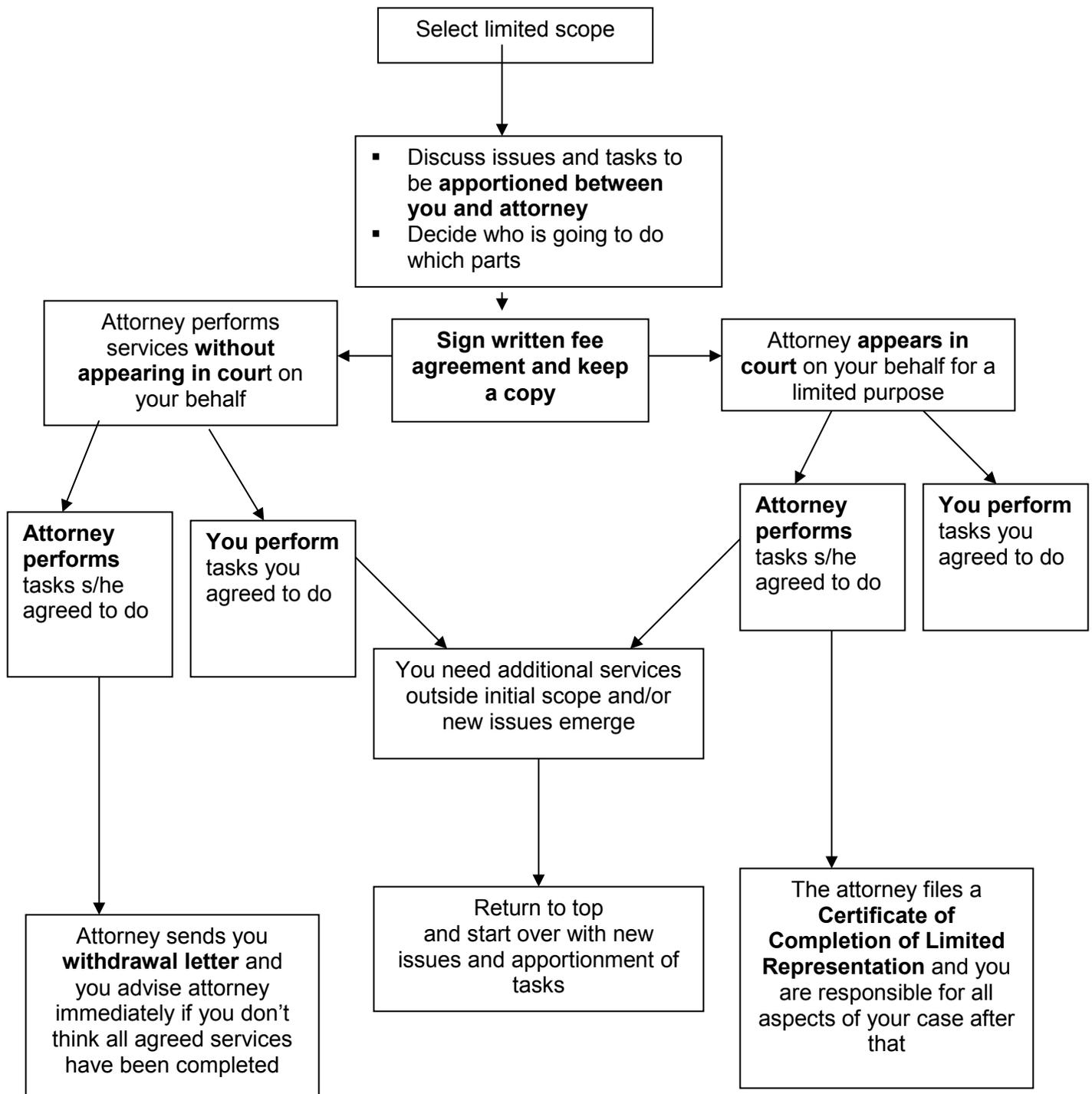


Limited Scope Representation Flow Chart for Attorneys



Limited Scope Representation Flow Chart for Clients





SECTION 3

INITIAL INTERVIEW CHECKLIST



Initial Interview Checklist

I met with _____ on _____, 200__ 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 child support calculations	
Alimony	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:		

INITIAL INTERVIEW CHECKLIST		
I met with _____ on _____, 200__		
regarding _____		
I performed a conflicts check on:		
We discussed the following issues:		
Date of Incident/Occurrence		Statute of Limitations
Legal Theories/Causes of Action/Elements of Claim or Defense	Burdens of Proof	Costs of Litigation
Evidence	Motions Attacking the Pleadings	
Defenses	Possible Settlement	Duration of Case
Ability to Collect Judgment		
Witnesses	Alternatives to Litigation	
Other Related Matters (i.e. relationship of parties)		
Underlying Goals	Challenges of Case	Likely Response from Other Side
Ability to Self-Represent	Possible Insurance Coverage	
Possible Bankruptcy (either debtor or creditor)	Possible Service of Process Challenges	
Discovery	Possible Demand for Bill of Particulars	
Jurisdictional options (i.e. small claims, limited civil, general civil)	Proper notice given to tenant	
Rent control issues	Lease terms	
Habitability defenses	Other tenant defenses	
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	Tasks checklist	Fee agreement #
Client information handouts		
Handout re preparing evidence	Handout re unlawful detainer cases	
Blank court forms:		
Other:		
Attorney initials:	Client initials:	

Two checklists follow. They address the two ways in which limited scope representation arrangements break down. 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 issues 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 them each time the scope changes.

SECTION 4

TASKS/ISSUES TO BE APPORTIONED



Tasks to Be Apportioned May Look Like This:

Client instructs attorney not to do discovery, and undertakes the information gathering role;
Client asks attorney to draft moving or responsive pleadings for a hearing where the client attends and represents themselves;
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 by the client as a self-represented party;
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 self-represented on property issues.
Attorney collects past due child support which client enforces the order to sell the house;
Attorney obtains supervised visitation and drug testing orders, and client is self-represented on support issues;
Attorney prepares QDRO dividing pension or order apportioning stock options, while client self-represents on other issues;
Attorney represents client in connection with matters raised in a cross-complaint, client handles defense of underlying lawsuit;
Attorney represents client in connection with emergency injunctive orders, client handles the rest of the case;
Attorney prepares and organizes the exhibits and scripts the presentation and questions for the opposing party's witnesses, but does not appear in court;
Attorney drafts pleadings and provides instructions on service and filing, while the client is responsible for court appearances;
Attorney advises client on possible settlement alternatives and coaches on negotiation strategy. Client attends the settlement conference as a self-represented party and the attorney is on standby in the event of questions regarding acceptability of settlement offers.

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 - FAMILY**

Use this form to allocate tasks between attorney and client. Attach this form to Fee Agreement #4 or to any other 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, cont'd

TASK	ATTORNEY TO DO:	DATE COMPLETE D	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:			
Dated:	Dated:		
Attorney signature	Client signature		

**Attachment to Limited Scope Fee Agreement
Issues to be Apportioned - FAMILY**

ISSUE	ATTORNEY TO DO:	DATE COMPLETED	CLIENT TO DO:
Custody/Visitation dispute			
Set or modify child support			
Collect past due child support			
Obtain or enforce alimony order			
Real property valuation and division			
Personal property 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, cont'd

ISSUE	ATTORNEY TO DO:	DATE COMPLETED	CLIENT TO DO:
Enforce orders (describe)			
Pursue an appeal			
Other issues:			
Other issues:			
Other Issues:			
Dated:	Dated:		
Attorney signature	Client signature		

**Attachment to Limited Scope Fee Agreement
Tasks to be Apportioned - CIVIL**

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

TASK	ATTORNEY TO DO:	DATE COMPLETED	CLIENT To Do:
Draft initial demand prior to filing suit			
Draft papers to start/respond to suit			
File and serve papers			
Draft Motions / Respond to Motions			
Draft Written Discovery			
Respond to Written Discovery			
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			
Prepare Case Management Statement			
Prepare subpoenas for documents			
Take depositions			
Review depositions and documents obtained from others			

Attorney Initials _____

Client Initials _____

TASKS TO BE APPORTIONED, cont'd

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			
Prepare for Judicial Arbitration, Mediation or Voluntary Settlement Conference			
Appear at Judicial Arbitration, Mediation or Voluntary Settlement Conference			
Review orders and judgments that client drafts			
Draft orders			
Draft disclosure documents, including witness and evidence lists			
Issue subpoenas for witnesses to appear at trial			
Conduct trial			
Advise regarding appeal			
Enforce orders			
Draft other papers as necessary			
Other:			
Other:			
Other:			
Dated:	Dated:		
Attorney signature	Client signature		

**Attachment to Limited Scope Fee Agreement
Issues to be Apportioned - CIVIL**

ISSUE	ATTORNEY TO DO:	DATE COMPLETED	CLIENT TO DO:
Prosecuting complaint			
Answering/defending complaint			
Prosecuting Cross-Complaint			
Answering/defending Cross-Complaint			
Seeking injunctive orders			
Opposing request for injunctive orders			
Compelling arbitration or ADR			
Opposing petition to compel arbitration or ADR			
Enforce judgments or orders (describe)			
Pursue an appeal or writ			
Other issues:			
Other issues:			
Other Issues:			
Dated:	Dated:		
Attorney signature	Client signature		

Attorney Initials _____

Client Initials _____

SECTION 5

SAMPLE FEE AGREEMENT



Fee Agreement #1

On _____, 200_, _____ (Client) consulted with

_____ (Attorney), who performed a conflicts check on ___ for

Review of court documents (describe)
Information about document preparation:
Assistance with document preparation:
Advice regarding client's rights and responsibilities
Advice about the law and strategy relevant to issues as identified by Client
Preparing computer support guideline calculations
Information about fact gathering and discovery
Guidance about procedural information, filing and service of documents
Advice about negotiation and the preparation and presentation of evidence
Advice about law and strategy related to an ongoing mediation/negotiation or litigation
Legal Research
Advising on trial or negotiating techniques
Advising regarding property rights
Review and analysis of Client's case or trial strategy
Other (specify):
Client has paid Attorney for her/his time. All tasks which Client requested of Attorney have been completed and no further services are requested or expected from Attorney. Neither Client nor Attorney contemplates or expects a further professional relationship. Client acknowledges that he/she has been advised of the Client's right to seek separate legal advice from other counsel of the client's choice with regard to all legal matters that are outside the scope of the specific limited services provided by Attorney under this agreement.
Dated:
Attorney signature

Fee Agreement #2
Consulting Services Agreement

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

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

1. Client Responsibilities and Control: Client will remain responsible for and in control of his/her own case at all times. This means that Client will be responsible for understanding the issues, resolution options and potential consequences of those resolution options. In addition, Client agrees to:

- a. Cooperate with Attorney or his/her office by complying with all reasonable requests for information in connection with the matter for which Client is requesting services.
- b. Inform Attorney of the specific parts of the case that Client requests Attorney’s assistance with.
- c. Review and evaluate all information provided by Attorney.
- d. Keep Attorney or his/her office advised of Client’s concerns and any information pertinent to Client’s case.
- e. Provide Attorney with copies of all correspondence to and from Client relevant to the case.
- f. Notify Attorney of any pending negotiations, hearings, contractual deadlines or litigation.
- g. Keep all documents related to the case in a file for review by Attorney.
- h. Sign all relevant papers, agreements or findings relative to the case.
- i. Immediately notify Attorney of any changes of work or home addresses or telephone numbers of the Client.
- j. Immediately notify Attorney if the Client receives any new pleading, motion, letter, or other documents from the other party, the other party’s lawyer, any expert, appraiser, or evaluator hired by either party or appointed by the Court, or any documents from the Court, and provide the Attorney with a copy of the item received, as well as the date it was received by the Client.

2. Scope of Services: Client requests Attorney to perform the following services related to the family law issues identified here or on the following page or attachment hereto:

(Indicate Yes or No in box)

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

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

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

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

Attorney of record for handling the entire case on the Client's behalf, the Client and the Attorney will enter into a new written Agreement setting forth that fact, and the Attorney's additional responsibilities in the Client's case.

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

4. Method of Payment for Services:

a. Hourly Fee: The current hourly or flat fee charged by Attorney for services under this agreement is \$_____. Unless a different fee arrangement is established in clause 4b of this Paragraph, the hourly fee will be payable at the time of service. Attorney will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest tenth of an hour. The hourly fee will be payable at the time of the service.

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

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

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

5. Discharge of Attorney: Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services after receipt of the notice. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rate for all services provided prior to such discharge.

6. Withdrawal of Attorney: When an attorney completes his or her limited representation of a party in accordance with the Limited Appearance which clearly defined the scope of the services, per the *Limited Appearance* form, the attorney must file a *Certificate of Completion of Limited Representation* form. *Certificates of Completion of Limited Representation* will be available in all Clerk's Office, Court Service Center and Law Library locations and on the Judicial Branch website at www.jud.ct.gov. The *Certificate of Completion of Limited Representation* must be filed with the court after completion, and copies must be provided to the client, opposing

counsel, and opposing party if unrepresented. After the *Certificate of Completion* form is filed, the attorney's obligation to continue to represent the client is terminated. The attorney does not have to file a Motion to Withdraw or obtain the court's permission to no longer participate in the proceeding. A *Certificate of Completion of Limited Representation* form must be filed in every circumstance, even if there is an in lieu of appearance filed by other counsel. If, however, the attorney does not fulfill his or her obligation as set forth in the *Limited Appearance*, the attorney must move to withdraw in accordance with the provisions set forth in P.B. Sec. 3-10.

7. **Disclaimer:** Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guarantee.
8. **Entire Agreement:** This Agreement is the complete Agreement between the Client and the Attorney. If the Client and the Attorney decide to change or amend this Agreement in any way, the change must be in writing and attached to this Agreement.
9. **Effective Date of Agreement:** The effective date of this agreement will be the date when, having been executed by Client, one copy of the agreement is received by Attorney and Attorney receives the deposit required by Paragraph 4b. Once effective, this agreement will, however, apply to services provided by Attorney on this matter before its effective date.

The foregoing is agreed to by:

(Client)

(Attorney)

(Date)

(Date)

Fee Agreement #3
Ongoing Consulting Agreement

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

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

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

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

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

- a. _____ Legal advice: office visits, telephone calls, fax, mail, email;
- b. _____ Advice about availability of alternative means to resolving the dispute, including mediation and arbitration;
- c. _____ Evaluation of Client's self-diagnosis of the case and advising Client about legal rights and responsibilities;
- d. _____ Guidance and procedural information for filing or serving documents;
- e. _____ Review pleadings and other documents prepared by Client;

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

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

- a. Represent, speak for, appear for, or sign papers on the Client's behalf;
- b. Become attorney of record on any court papers or litigate on Client's behalf;
- c. Provide services which are not identified by the word "YES" in Paragraph 4;
- d. Make decisions for Client about any aspect of the case;
- e. Protect Client's property by means of restraining orders while discovery and/or negotiations are in progress.
- f. The Client may request that Attorney provide additional services. If Attorney agrees to provide additional services, those additional services will be specifically listed in an amendment to this Agreement, and initialed and dated by both parties. The date that both the Attorney and the Client initial any such list of additional services to be provided will be the date on which the Attorney becomes responsible for providing those additional services. If the Client decides to retain the Attorney

as the Client's Attorney of record for handling the entire case on the Client's behalf, the Client and the Attorney will enter into a new written Agreement setting forth that fact, and the Attorney's additional responsibilities in the Client's case.

- g. **Right to Seek Advice of Other Counsel:** Client is advised of the right to seek the advice and professional services of other counsel with respect to those services in paragraph 3 which are identified with the word “no” at any time during or following this Ongoing Consulting Agreement.

5. Method of Payment for Services:

a. Hourly Fee:

The current hourly fee charged by Attorney for services under this agreement is \$ _____. Unless a different fee arrangement is established in clause b) of this Paragraph, the hourly fee shall be payable at the time of the service.

If, while this agreement is in effect, Attorney increases the hourly rate(s) being charged to clients generally for Attorney's fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided thirty days or more after written notice of the increase is mailed to Client. If Client chooses not to consent to the increased rate(s), Client may terminate Attorney's services under this agreement by written notice effective when received by Attorney.

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

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

- b. Should it be necessary to institute any legal action for the enforcement of this agreement, the prevailing party shall be entitled to receive all court costs and reasonable attorney fees incurred in such action from the other party.
6. **Discharge of Attorney:** Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. Notwithstanding the discharge, Client will remain obligated to pay Attorney at the agreed rate for all services provided and to reimburse Attorney for all costs incurred prior to such discharge.
7. **Withdrawal of Attorney:** When an attorney completes his or her limited representation of a party in accordance with the *Limited Appearance* form which clearly defined the scope of the services, per the *Limited Appearance*, the attorney must file a *Certificate of Completion of Limited Representation* form. *Certificates of Completion of Limited Representation* will be available in all Clerk's Office, Court Service Center and Law Library locations and on the Judicial Branch website at www.jud.ct.gov. The *Certificate of Completion of Limited Representation* form must

be filed with the court within 10 days after completion, and copies must be provided to the client, opposing counsel, and opposing party if unrepresented. After the *Certificate of Completion* form is filed, the attorney's obligation to continue to represent the client is terminated. The attorney does not have to file a Motion to Withdraw or obtain the court's permission to no longer participate in the proceeding. A *Certificate of Completion of Limited Representation* form must be filed in every circumstance, even if there is an in lieu of appearance filed by other counsel. If, however, the attorney does not fulfill his or her obligation as set forth in the Limited Appearance, the attorney must move to withdraw in accordance with the provisions set forth in P.B. Sec. 3-10.

- 8. Amendments and Additional Services.** This written Agreement governs the entire relationship between Client and Attorney. All amendments shall be in writing and attached to this agreement. If Client wishes to obtain additional services from Attorney as defined in Paragraph 4, a photocopy of Paragraph 4 which clearly denotes which extra services are to be provided, signed and dated by both Attorney and Client and attached to this Agreement, shall qualify as an amendment.
- 9. Severability in Event of Partial Invalidity.** If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
- 10. Statement of Client's Understanding.** I have carefully read this Agreement and believe that I understand all of its provisions. I signify my agreement with the following statements by initialing each one:
- a. _____ I have accurately described the nature of my case in Paragraph 1.
 - b. _____ I will be responsible for the conduct of my case and will be in control of my case at all times as described in Paragraph 2.
 - c. _____ The services Attorney has agreed to perform in my case are identified by the word "YES" in Paragraph 3. I take responsibility for all other aspects of my case.
 - d. _____ I understand and agree to the limitations on the scope of Attorney's responsibilities identified in Paragraph 4 and understand Attorney will not be responsible for my conduct in handling my case.
 - e. _____ I will pay Attorney for services as described in Paragraph 5.
 - f. _____ I will resolve any disputes I may have with Attorney under this Agreement in the manner described in Paragraph 8.
 - g. _____ I understand that any amendments to this Agreement shall be in

writing, as described in Paragraph 9.

- h. _____ I acknowledge that I have been advised by Attorney that I have the right to consult with another independent attorney to review this Agreement and to advise me on my rights as a client *before* I sign this Agreement.

(Client)

(Attorney)

(Date)

(Date)

Fee Agreement #4¹
Limited Representation Agreement including Court Appearance

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

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

These services are likely to require Attorney to enter an appearance for a limited issue.

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

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

3. Services to be performed by Attorney

- a. Client seeks the services from Attorney as set forth in the Tasks and Issues to be Apportioned checklist (see attached). Client and Attorney shall designate the services to be rendered by Attorney by writing the word "Yes" in the column labeled "Attorney Shall Do" next to the services they agree Attorney will do, and shall designate the services Client shall undertake him/herself by writing the word "Yes" under the column labeled "Client to Do" next to those services. If a service is to be rendered by another attorney or some other third person, the word "Other Attorney" or other similar designation shall be written in the blank opposite the service. Attorney and Client shall each retain an original of this agreement and the designation of services (see attached).
- b. **Additional Services:** Client may request that Attorney provide additional services.

¹ Use in conjunction with the Tasks/Issues checklists.

If Attorney agrees to provide additional services, those additional services will be specifically listed in an amendment to this Agreement, and initialed and dated by both parties. The date that both the Attorney and the Client initial any such list of additional services to be provided will be the date on which the Attorney becomes responsible for providing those additional services. If the Client decides to retain the Attorney as the Client's Attorney of record for handling the entire case on the Client's behalf, the Client and the Attorney will enter into a new written Agreement setting forth that fact, and the Attorney's additional responsibilities in the Client's case.

4. **Attorney of Record.** It is the intention of Attorney and Client that Attorney shall only perform those services specifically requested of Attorney. Some of those services may require Attorney to file an appearance in Client's case in order to perform the service requested. Attorney and Client specifically agree that Attorney's filing an appearance for limited representation shall not authorize or require Attorney to expand the scope of representation beyond the specific services designated.

5. Method of Payment

1. Hourly Fee

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

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

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

If, while this agreement is in effect, Attorney increases the hourly rate(s) being charged to clients generally for Attorney's fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided thirty days or more after written notice of the increase is mailed to Client. If Client chooses not to consent to the increased rate(s), Client may terminate Attorney's services under this agreement by written notice effective when received by Attorney.

2. **Payment from Deposit.** For a continuing consulting role, Client will pay to Attorney a deposit of \$ _____, to be received by Attorney on or before _____, and to be applied against Attorney's fees and costs incurred by Client. This amount will be deposited by Attorney in Attorney's trust account. Client authorizes Attorney to withdraw the principal from the trust account to pay Attorney's fees and costs as they are incurred by Client.

Any interest earned will be paid, as required by law, to fund legal services for

indigent persons. The deposit is refundable. If, at the termination of services under this agreement, the total amount incurred by Client for Attorney's fees and costs is less than the amount of the deposit, the difference will be refunded to Client.

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

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

6. **Amendments and Additional Services.** This written Agreement governs the entire relationship between Client and Attorney. All amendments shall be in writing and attached to this agreement. If Client wishes to obtain additional services from Attorney as defined in Paragraph 3b, a photocopy of Paragraph 3b which clearly denotes which extra services are to be provided, signed and dated by both Attorney and Client and attached to this Agreement, shall qualify as an amendment.

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

8. I have carefully read this Agreement and believe that I understand all of its provisions. I signify my agreement with the following statements by initialing each one:
 - a. _____ I have accurately described the nature of my case in Paragraph 1.
 - b. _____ I will be responsible for the conduct of my case and will be in control of my case at all times as described in Paragraph 2.
 - c. _____ The services that I want Attorney to perform in my case are identified by the word "YES" in Paragraph 3. I take responsibility for all other aspects of my case.
 - d. _____ I understand and accept the limitations on the scope of Attorney's responsibilities identified in Paragraph 4 and understand that Attorney will not be responsible for my conduct in handling my own case.
 - e. _____ I will pay Attorney for services as described in Paragraph 5.
 - f. _____ I will resolve any disputes I may have with Attorney under this Agreement in the manner described in Paragraph 6.
 - g. _____ I understand that any amendments to this Agreement will be in writing, as described in Paragraph 7.
 - h. _____ I acknowledge that I have been advised by Attorney that I have the right to consult with another independent attorney to review this Agreement and to advise me on my rights as a client *before* I sign this Agreement.

(Client)

(Attorney)

SECTION 6

SAMPLE CHANGE IN SCOPE/CLOSING LETTERS



Sample Change in Scope Letter

Re: Limited Scope Representation

Dear _____:

Per our [telephone] conversation of _____, 20__, you have asked me to perform additional tasks for you that are not included in our original Agreement for Limited Scope Representation dated _____ [and modified _____] (copies enclosed). There will be an additional flat or hourly fee in the amount of \$ [per hour] for these tasks since they were not included in our original agreement.

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

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

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

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

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

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

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

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

Very truly yours,

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

Sample Closing Letter

Re: Limited Scope Representation

Dear _____:

I have now completed all of the tasks which we agreed I would do in our agreement dated _____ [and modified on _____]. I know of no other matters on which you have requested my assistance. **If you believe that I am incorrect, and you are relying on my assistance for some additional task, please contact me *immediately*. Otherwise, the *Certificate of Completion* form will be filed with the court.**

[Use only if attorney has appeared of record with the court]. [Option 1] I have completed all of the tasks as set for in the *Limited Appearance* and I will file the enclosed *Certificate of Completion* form with the court notifying the court that my representation of you is concluded.

[If applicable.] Don't forget that there is still a hearing on _____ at which time you will be representing yourself. **Your opposition paperwork must be served and filed on _____.**

You also agreed to contact _____ at ()____-____ to prepare the order transferring your pension benefits.]

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

- 1.
- 2.

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

- 1.
- 2.

I would like to take this opportunity to thank you for allowing me to assist you in this matter. If you need further assistance in the future, I hope you will not hesitate to contact me.

Very truly yours,

Enclosures

SECTION 7

CHECKLISTS



Follow Up Checklist

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

SECTION 8

APPENDICES

FORMS

PRACTICE BOOK RULES

FREQUENTLY ASKED QUESTIONS

NOTES



LIMITED APPEARANCE

JD-CL-121 Rev. 2-16
R.P.C. 4.2
P.B. 3-3(b), 3-8(a)(b), 10-13

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov

(For Court Use Only)
LTDAPP



(Note: **Self-represented parties (pro se parties)**: Do not use this form. Use form JD-CL-12.)

Instructions to Attorneys:

- 1. Fill out the form, including the certification section at the end of the form. File the original paper version of this form with the clerk. Mail or deliver a copy to all attorneys and self-represented parties of record.
- 2. If this limited appearance is not being filed in place of another limited appearance, check each event or proceeding for which the limited appearance is being filed. Do not complete the "In place of" or the "In addition to" boxes.
- 3. If you are filing a limited appearance in place of another attorney with a limited appearance, the event(s) or proceeding(s) on your in place of limited appearance must exactly match the event(s) or proceeding(s) on the limited appearance being replaced. Indicate these events by completing the "In place of" box that corresponds with the event(s) or proceeding(s).

Return date
Docket number
- - - - S

Name of Case (Full name of Plaintiff v. Full name of Defendant)

Judicial District Small Claims Housing Address of Court (Number, state, town and zip code)

1. Enter the Limited Appearance of: _____
(Juris number)

Attorney			
Firm			
Address		City	State Zip
Phone	Email address		

For the following party or parties:

Party				
Address	City	State	Zip	Phone

Party				
Address	City	State	Zip	Phone

2. The attorney's appearance in this matter is limited to the following event(s) and/or proceeding(s). If necessary, provide a brief additional description of the event and/or proceeding for which the limited appearance is being filed.

Event or Proceeding	Event or Proceeding Date, if applicable	Appearance in place of, if applicable (Name and Juris number)	Appearance in addition to, if applicable (Name and Juris number)
<input type="checkbox"/> Family - Hearing on Order for Relief from Abuse <input type="checkbox"/> Civil Protection Order (Additional description, if necessary)			

(Event or Proceeding information continued on Page 2)

For Court Use Only

ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

Print Form

Reset Form

Event or Proceeding	Event or Proceeding Date, if applicable	Appearance in place of, if applicable <i>(Name and Juris number)</i>	Appearance in addition to, if applicable <i>(Name and Juris number)</i>
<input type="checkbox"/> Pre-Judgment Motion(s) / Hearing(s) Entry number(s) <i>(if available)</i> File date(s) <i>(if available)</i> <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Post-Judgment Motion(s) / Hearing(s) Entry number(s) <i>(if available)</i> File date(s) <i>(if available)</i> <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Pretrial Conference <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Status Conference <input type="checkbox"/> Civil - Discovery/Scheduling Order Conference <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Trial Management Conference <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Family - Special Masters Conference <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Family - Conciliation Session <input type="checkbox"/> Civil - Case Evaluation Conference <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Mediation <input type="checkbox"/> Other ADR Process Session <input type="checkbox"/> Foreclosure Mediation Program - Premediation <input type="checkbox"/> Foreclosure Mediation Program - Mediation <i>(Additional description, if necessary)</i>			

<input type="checkbox"/> Trial			
<input type="checkbox"/> Civil - Jury Selection <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Other (<i>Specify</i>): _____ <i>(Additional description, if necessary. Be as specific as possible, for example: entry number(s), file date(s), title(s) of motion(s).)</i>			

3. I certify that in addition to this limited appearance, the party/parties I am representing ("x" one):

- already has a self-represented appearance on file.
- Is filing a self-represented appearance at the same time as the filing of this limited appearance.

4. The Attorney named below is "Attorney of Record" and is available for service of documents ONLY for those court events described above. All pleadings, motions or other documents served on the limited appearance attorney shall also be served in the same manner on the party/parties for whom the limited appearance was filed. For all other matters, the party/parties must be served directly, unless otherwise ordered by the Court. Service of process on this attorney for any issue not named above shall not be deemed service on the party/parties. The name and address of the party/parties where service will be accepted and phone number are provided in section one of this form for that purpose.

5. I agree to accept papers (service) electronically in this case under Practice Book Section 10-13.

- Yes No

6. Other parties and their attorneys may directly communicate with the party/parties represented by the undersigned attorney regarding matters outside the scope of this limited representation without first consulting the undersigned attorney.

7. Upon completion of the representation as defined in this Limited Appearance, the attorney will file a Certificate of Completion of Limited Appearance form, JD-CL-122. Copies of the Certificate must be served in accordance with Sections 10-12 through 10-17 on the party/parties, and all attorneys and self-represented parties of record.

Signed (<i>Individual attorney</i>)	Name of person signing at left (<i>Print or type</i>)	Date signed

Certification

I certify that a copy of this document was or will immediately be mailed or delivered electronically or non-electronically on (date) _____ to all attorneys and self-represented parties of record and that written consent for electronic delivery was received from all attorneys and self-represented parties receiving electronic delivery.

Name and address of each party and attorney that copy was mailed or delivered to*

*If necessary, attach additional sheet or sheets with name and address which the copy was mailed or delivered to.		
Signed (<i>Signature of filer</i>)	Print or type name of person signing	Date signed
▶		
Mailing address (<i>Number, street, town, state and zip code</i>)		Telephone number

**CERTIFICATE OF COMPLETION
OF LIMITED APPEARANCE**

JD-CL-122 Rev. 2-16
P.B. 3-9(c)

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov

(For Court Use Only)

CERTCOM



Instructions to Attorneys:

1. Fill out the form, including the certification section at the end of the form. File the original paper version of this form with the clerk. Mail or deliver a copy to all attorneys and self-represented parties of record.
2. Event(s) or Proceeding(s) for which this Certificate of Completion is being filed must **exactly** match the event(s) or proceeding(s) on the Limited Appearance form JD-CL-121.

ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

Docket number
- - - - S

Name of Case (Full name of Plaintiff v. Full name of Defendant)

Judicial District Small Claims Housing Address of Court (Number, state, town and zip code)

I have completed my representation for _____ for the following event(s) and/or proceeding(s) as defined on the Limited Appearance (form JD-CL-121) filed with the court on _____

(Name of party/parties) (Date filed)

Name of Proceeding or Event	Proceeding or Event Date	Name of Proceeding or Event	Proceeding or Event Date
<input type="checkbox"/> Family - Hearing on Order for Relief from Abuse		<input type="checkbox"/> Family - Conciliation Session	
<input type="checkbox"/> Civil Protection Order		<input type="checkbox"/> Civil - Case Evaluation Conference	
<input type="checkbox"/> Pretrial Conference		<input type="checkbox"/> Mediation	
<input type="checkbox"/> Status Conference		<input type="checkbox"/> Other ADR Process Session	
<input type="checkbox"/> Civil - Discovery/Scheduling Order Conference		<input type="checkbox"/> Foreclosure Mediation Program - Premediation	
<input type="checkbox"/> Trial Management Conference		<input type="checkbox"/> Foreclosure Mediation Program - Mediation	
<input type="checkbox"/> Family - Special Masters Conference		<input type="checkbox"/> Trial	
<input type="checkbox"/> Pre-Judgment Motion(s) / Hearing(s)		<input type="checkbox"/> Civil - Jury Selection	
<small>(Provide additional description, if necessary)</small>			
<input type="checkbox"/> Post-Judgment Motion(s) / Hearing(s)			
<small>(Provide additional description, if necessary)</small>			
<input type="checkbox"/> Other (Specify): _____			
<small>(Provide additional description, if necessary. Be as specific as possible, for example: entry number(s), file date(s), title(s) of motion(s).)</small>			

Signed (Individual attorney) _____ Name of person signing at left (Print or type) _____ Juris number _____ Date signed _____

Certification

I certify that a copy of this document was or will immediately be mailed or delivered electronically or non-electronically on (date) _____ to all attorneys and self-represented parties of record and that written consent for electronic delivery was received from all attorneys and self-represented parties receiving electronic delivery.

Name and address of each party and attorney that copy was mailed or delivered to*			For Court Use Only
*If necessary, attach additional sheet or sheets with name and address which the copy was mailed or delivered to.			
Signed (Signature of filer)	Print or type name of person signing	Date signed	
Mailing address (Number, street, town, state and zip code)			Telephone number

Print Form

Reset Form

STATE OF CONNECTICUT JUDICIAL BRANCH

Limited Scope Representation (LSR)

Revisions to the Practice Book and the Rules of Professional Conduct

Rules of Professional Conduct

Rule 1.2, *Scope of Representation and Allocation of Authority between Client and Lawyer*

Eliminate relevant portion of Commentary to 1.2 – “Nothing in Rule 1.2 shall be construed to authorize limited appearances before any tribunal unless otherwise authorized by law or rule.”

Rule 1.5 - Fees

(a) A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following: (1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; (2) The likelihood, if made known to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (3) The fee customarily charged in the locality for similar legal services; (4) The amount involved and the results obtained; (5) The time limitations imposed by the client or by the circumstances; (6) The nature and length of the professional relationship with the client; (7) The experience, reputation, and ability of the lawyer or lawyers performing the services; and (8) Whether the fee is fixed or contingent. (b) The scope of the representation, the basis or rate of the fee and expenses for which the client will be responsible, shall be communicated to the client, in writing, before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate. Any changes in the basis or rate of the fee or expenses shall also be communicated to the client in writing before the fees or expenses to be billed at higher rates are actually incurred. In any representation in which the lawyer and the client agree that the lawyer will file a limited appearance, the limited appearance engagement agreement shall also include the following: identification of the proceeding in which the lawyer will file the limited appearance; identification of the court events for

which the lawyer will appear on behalf of the client; and notification to the client that after the limited appearance services have been completed, the lawyer will file a certificate of completion of limited appearance with the court, which will serve to terminate the lawyer's obligation to the client in the matter, and as to which the client will have no right to object. Any change in the scope of the representation requires the client's informed consent, shall be confirmed to the client in writing, and shall require the lawyer to file a new limited appearance with the court reflecting the change(s) in the scope of representation. This subsection shall not apply to public defenders or in situations where the lawyer will be paid by the court or a state agency. (c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by subsection (d) or other law. A contingent fee agreement shall be in a writing signed by the client and shall state the method by which the fee is to be determined, including the percentage or percentages of the recovery that shall accrue to the lawyer as a fee in the event of settlement, trial or appeal, whether and to what extent the client will be responsible for any court costs and expenses of litigation, and whether such expenses are to be deducted before or after the contingent fee is calculated. The agreement must clearly notify the client of any expenses for which the client will be liable whether or not the client is the prevailing party. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. (d) A lawyer shall not enter into an arrangement for, charge, or collect: (1) Any fee in a domestic relations matter, the payment or amount of which is contingent upon the securing of a dissolution of marriage or civil union or upon the amount of alimony or support, or property settlement in lieu thereof; or (2) A contingent fee for representing a defendant in a criminal case. (e) A division of fee between lawyers who are not in the same firm may be made only if: (1) The client is advised in writing of the compensation sharing agreement and of the participation of all the lawyers involved, and does not object; and (2) The total fee is reasonable.

Rule 4.2 – *Communication with Person Represented by Counsel*

In representing a client, a lawyer shall not communicate about the subject of the representation with a party the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized by law to do so. An otherwise unrepresented party for whom a limited appearance has been filed

pursuant to Practice Book Section 3-8 (b) is considered to be unrepresented for purposes of this Rule as to anything other than the subject matter of the limited appearance. When a limited appearance has been filed for the party, and served on the other lawyer, or the other lawyer is otherwise notified that a limited appearance has been filed or will be filed, that lawyer may directly communicate with the party only about matters outside the scope of the limited appearance without consulting with the party's limited appearance lawyer.

Rule 4.3 – *Dealing with Unrepresented Person*

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

Practice Book Rules

P.B. Sec. 3-3 - *Form and Signing of Appearance*

(a) Except as otherwise provided in subsection (b), each appearance shall: (1) be filed on judicial branch form JD-CL-12, (2) include the name and number of the case, the name of the court location to which it is returnable and the date, (3) be legibly signed by the individual preparing the appearance with the individual's own name and (4) state the party or parties for whom the appearance is being entered and the official (with position or department, if desired), firm, professional corporation or individual whose appearance is being entered, together with the juris number assigned thereto, if any, the mailing address and the telephone number.

(b) Each limited appearance pursuant to Section 3-8 (b) shall: (1) be filed on judicial branch form JD-CL-121; (2) include the name and number of the case, the name of the court location to which it is returnable and the date; (3) be legibly signed by the individual preparing the appearance with the individual's own name; and (4) state the party or parties for whom the appearance is being entered and the official (with position or department, if desired), firm, professional corporation or individual whose appearance is being entered, together with the juris number assigned thereto if any, the mailing address and the

telephone number; (5) define the proceeding or event for which the lawyer is appearing; and (6) state that the attorney named on the limited appearance is available for service of process only for those matters described on the limited appearance. All pleadings, motions, or other documents served on the limited appearance attorney shall also be served in the same manner on the party for whom the limited appearance was filed. For all other matters, service must be made on the party instead of the attorney who filed the limited appearance, unless otherwise ordered by court.

(c) This section does not apply to appearances entered pursuant to Section 3-1.

P.B. Sec. 3-8 – *Appearance for Represented Party*

(a) Whenever an attorney files an appearance for a party, or the party files an appearance for himself or herself, and there is already an appearance of an attorney or party on file for that party, the attorney or party filing the new appearance shall state thereon whether such appearance is in place of or in addition to the appearance or appearances already on file.

(b) An attorney is permitted to file an appearance limited to a specific event or proceeding in any family or civil case. If an event or proceeding in a matter in which a limited appearance has been filed has been continued to a later date, for any reason, it is not deemed completed unless otherwise ordered by the court. Except with leave of court, a limited appearance may not be filed to address a specific issue or to represent the client at or for a portion of a hearing. A limited appearance may not be limited to a particular length of time or the exhaustion of a fee. Whenever an attorney files a limited appearance for a party, the limited appearance shall be filed in addition to any self-represented appearance that the party may have already filed with the court. Upon the filing of the limited appearance, the client may not file or serve pleadings, discovery requests or otherwise represent himself or herself in connection with the proceeding or event that is the subject of the limited appearance. An attorney shall not file a limited appearance for a party when filing a new action or during the pendency of an action if there is no appearance on file for that party, unless the party for whom the limited appearance is being filed files an appearance in addition to the attorney's limited appearance at the same time. A limited appearance may not be filed on behalf of a firm or corporation. A limited appearance may not be filed in criminal or juvenile cases.

(c) The provisions of this section regarding parties filing appearances for themselves do not apply to criminal cases.

P.B. Sec. 3-9 – *Withdrawal of Appearance; Duration of Appearance*

(a) An attorney or party whose appearance has been filed shall be deemed to have withdrawn such appearance upon the filing of a new appearance that is stated to be in place of the appearance on file in accordance with Section 3-8. Appropriate entries shall be made in the court file. An attorney or party whose appearance is deemed to have been withdrawn may file an appearance for the limited purpose of filing an objection to the in place of appearance at any time.

(b) An attorney may withdraw his or her appearance for a party or parties in any action after the appearance of other counsel representing the same party or parties has been entered. An application for withdrawal in accordance with this subsection shall state that such an appearance has been entered and that such party or parties are being represented by such other counsel at the time of the application. Such an application may be granted by the clerk as of course, if such an appearance by other counsel has been entered.

(c) In addition to the grounds set forth in subsections (a), (b), and (d), a lawyer who represents a party or parties on a limited basis in accordance with Section 3-8 (b) and has completed his or her representation as defined in the limited appearance, shall file a certificate of completion of limited appearance on judicial branch form JD-CL-122. The certificate shall constitute a full withdrawal of a limited appearance. Copies of the certificate must be served in accordance with Sections 10- 12 through 10-17 on the client, and all attorneys and self-represented parties of record.

(d) All appearances of counsel shall be deemed to have been withdrawn 180 days after the entry of judgment in any action seeking a dissolution of marriage or civil union, annulment, or legal separation, provided no appeal shall have been taken. In the event of an appeal or the filing of a motion to open a judgment within such 180 days, all appearances of counsel shall be deemed to have been withdrawn after final judgment on such appeal or motion or within 180 days after the entry of the original judgment, whichever is later. Nothing herein shall preclude or prevent any attorney from filing a motion to withdraw with leave of the court during that period subsequent to the entry of judgment. In the absence of a specific withdrawal, counsel will continue of record for all post-judgment purposes until 180 days have elapsed from the entry of judgment or, in the event an appeal or a motion to open a judgment is filed within such 180 day period, until final judgment on that appeal or determination of that motion, whichever is later.

(e) Except as provided in subsections (a), (b), (c) and (d), no attorney shall withdraw his or her appearance after it has been entered upon the record of the court without the leave of the court.

(f) All appearances in juvenile matters shall be deemed to continue during the period of delinquency probation, family with service needs supervision, or any commitment to the commissioner of the department of children and families or protective supervision. An attorney appointed by the chief public defender to represent a parent in a pending neglect or uncared for proceeding shall continue to represent the parent for any subsequent petition to terminate parental rights if the attorney remains under contract to the office of the chief public defender to represent parties in child protection matters, the parent appears at the first hearing on the termination petition and qualifies for appointed counsel, unless the attorney files a motion to withdraw pursuant to Section 3-10 that is granted by the judicial authority or the parent requests a new attorney. The attorney shall represent the client in connection with appeals, subject to Section 35a-20, and with motions for review of permanency plans, revocations or post-judgment motions and shall have access to any documents filed in court. The attorney for the child shall continue to represent the child in all proceedings relating to the child, including termination of parental rights and during the period until final adoption following termination of parental rights.

**State of Connecticut
Judicial Branch**

Limited Scope Representation

Frequently Asked Questions for Attorneys

1. What is Limited Scope Representation?

Limited Scope Representation is when an attorney represents or assists a party with part, but not all, of his or her legal matter. The attorney and party enter into a detailed written agreement defining the scope of the legal assistance including which tasks the attorney will be responsible for and which tasks the party will be responsible for. Not every type of practice is conducive to limited scope representation. It is wise to avoid Limited Scope Representation in very sophisticated and/or complicated litigation.

2. What is an example of Limited Scope Representation?

There are many different types of Limited Scope Representation. One example would be providing legal advice to an individual about a case or a legal problem he or she is involved in. Another example would be drafting documents or pleadings for the individual. This is commonly referred to as “ghost-writing.” In this instance, the attorney is required to disclose on the pleading or document that it was “prepared with assistance of counsel,” but the attorney is not required to disclose his or her name or juris number. A third example would be legal coaching. That is, for example, providing legal guidance about the legal or court process such as how to introduce evidence, how to cross examine a witness, general courtroom decorum and procedure. A final example would be filing a limited appearance where the attorney represents the party in court for a part of his or her case. The *Limited Appearance* (form JD-CL-121), would be filed by the attorney and specify the event or proceeding for which the attorney is providing representation.

The retainer letter and fee agreement between the attorney and the client must explicitly articulate and itemize the scope of the legal assistance, and the *Limited Appearance* (form JD-CL-121), specifically defines the event or proceeding covered by the limited appearance.

3. Do the Connecticut Rules of Practice currently allow attorneys to limit the scope of their services?

Yes. Under Connecticut’s rules of practice and rules of professional conduct, an attorney may limit the scope of their representation if the representation is reasonable under the circumstances and the client gives informed consent. Originally, the pilot program established by the Chief Court Administrator permitted the filing of limited appearances only in family or family support magistrate matters. As of January 1, 2016, however, an attorney may file a limited appearance in *any civil, housing, small claims, family or family support magistrate matter* in any judicial district pursuant to Practice Book § 3-8 (b).

4. Who can use Limited Scope Representation?

Any Connecticut attorney may choose to provide limited scope representation services. The decision regarding whether to limit the scope of legal services and when is entirely between the attorney and the client. However, not all cases and clients lend themselves to limited scope representation. Rather, significant numbers of legal matters are better served if the lawyer represents the client throughout the entire process, and some clients with limited capacity may not be good candidates for Limited Scope Representation. If, however, a party to a case wishes to consult with and hire an attorney for Limited Scope Representation, the attorney will decide if the case is appropriate for limited representation and the attorney and the client will decide what type of Limited Scope Representation works best for the situation

5. What criteria should an attorney use to determine whether Limited Scope Representation might be appropriate?

There are many factors that should be considered when deciding whether to provide limited scope representation. The ultimate decision about whether and how to provide limited legal services depends upon the capabilities of the party, the nature and importance of the legal problem and the availability (or not) to the party of other self-help resources. These are individualized decisions that lawyers and parties make jointly. As stated in Section 1.2 (c) of Connecticut's Rules of Professional Conduct, "*a lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.*"

6. How does a lawyer file a *Limited Appearance*?

A *Limited Appearance* (form JD-CL-121), is available in all Clerk's Office, Court Service Center and Law Library locations and on the Judicial Branch website. A *Limited Appearance* may only be filed in connection with a court event or proceeding in a civil, housing, small claims, family or family support magistrate matter. A *Limited Appearance* may not be filed for a particular length of time, the exhaustion of a fee or to address a specific issue. Whenever a limited appearance is filed for a party, the limited appearance shall be filed in addition to any self-represented party appearance already on file. A *Limited Appearance* shall not be filed for a party when filing a new case or during the pendency of the action if there is no appearance on file for that party, unless the party for whom the limited appearance is being filed files an appearance in addition to the attorney's limited appearance at the same time.

7. What happens after the attorney completes his or her limited representation?

When an attorney completes his or her limited representation of a party in accordance with the Limited Appearance which clearly defined the scope of the appearance, the attorney must file a *Certificate of Completion of Limited Appearance* (form JD-CL-122). *Certificate of Completion of Limited Appearance* forms are available in all Clerk's Offices, Court Service Centers and Law Libraries and on the Judicial Branch website. The *Certificate of Completion of Limited Appearance* form must be filed with the court and copies must be provided to the client and opposing counsel or opposing party if unrepresented. After the *Certificate of Completion of Limited Appearance* form is filed, the attorney's

obligation to continue to represent the client is terminated. The attorney does not have to file a Motion for Permission to Withdraw his or her appearance or obtain the court's permission to no longer participate in the proceeding. The client will have no right to object.

8. What impact might filing a limited appearance have on opposing counsel's scope of communication with the limited client and attorney?

Counsel may directly communicate with the opposing party only about matters outside the scope of the limited appearance, without consulting with the party's limited appearance lawyer.

9. Can the attorney and client agree that the attorney will extend representation beyond the scope of the limited appearance?

If the client and the attorney agree that the attorney will provide additional legal help, the attorney and the client will enter into a new agreement and the attorney must file another *Limited Appearance form* identifying the additional events or proceedings. If the new agreement with the client is to represent the client for the entire case, the attorney will file a general *Appearance (form JD-CL-12)*.

10. Who gets served notice of any pleadings once a *Limited Appearance* has been filed?

Whenever service is required or permitted to be made upon a party represented by an attorney with a limited appearance, for all matters within the scope of the limited appearance, the service shall be made upon the attorney and on the party for whom the limited appearance was filed. Service upon an attorney with a limited appearance shall not be required for matters outside the scope of the limited appearance.

11. What duties does the attorney owe the client when providing limited scope representation?

An attorney must follow all ethical rules and standards of professional responsibility whether providing full or limited representation to the client. Limited scope does not mean limited liability or limited responsibility. In addition, any changes in the scope of the representation must be documented using the Limited Appearance form that has been created for this purpose.

