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Nebraska  
Limited  
Scope  
Representation  
Toolkit

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*The purpose of this toolkit is to assist attorneys who are licensed in Nebraska and seeking to offer limited scope representation as one of their service offerings to potential clients who have civil matters in Nebraska trial court.<sup>1</sup> The toolkit includes the following:*

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<sup>1</sup> Many of the principles of limited scope representation as set forth in the Nebraska Supreme Court Rules of Professional Conduct apply to a Nebraska attorney whether or not the limited representation applies to a civil case in Nebraska state court. Different rules relating to limited representation and procedure (e.g. entering and withdrawing from a limited appearance) may apply when practicing in other forums.

## INTRODUCTION: How to Use This Toolkit

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This toolkit contains resources designed to aid attorneys in developing and managing a practice that includes limited scope representation. In all cases, limited scope representation must be reasonable under the circumstances and the client must give informed consent. Attorneys are encouraged to read through all of the documents but must modify them as appropriate for each particular circumstance.

The **Identifying Good Candidates for Limited Scope Representation** and **Discussing Limited Scope Representation with Potential Clients Checklists** can be used in conjunction with an attorney's initial consultation checklist or client interview forms.

The **Engagement Letter, Fee and Document Preparation Agreement** and **Attorney and Client Task Assignment Checklist** are designed to help attorneys develop engagement agreements that properly define the limited scope of the representation and outline who is responsible for each associated task. The two documents are intended to be used together. As a best practice, both the attorney and the client should sign and date each document which the attorney uses to memorialize their understanding of the division of tasks associated with the representation. Attorneys may also choose to incorporate the Attorney and Client Task Assignment Checklist or similar document into the Engagement Letter. Once the attorney has completed the representation, the attorney should send a **Closing Letter** to the client.

The Court Forms have been approved by the Nebraska Supreme Court and should be used when an attorney provides court-based assistance by making a limited scope appearance. The attorney must complete and file a **Notice of Limited Scope Appearance** when making such an appearance. Within 10 days after the completion of the limited representation the **Notice of Withdrawal of Limited Scope Appearance** must be filed with the court and served on the client and all other parties of record.

**Please note:** This toolkit is intended as a practice aid to attorneys who seek to provide limited scope representation in civil matters in Nebraska trial courts. Accordingly, it highlights ethics and procedural rules as well as best practices that relate to limited scope representation. An attorney's duty of care and obligations under the Rules of Professional Conduct in any legal representation extend beyond those discussed in this toolkit. Use of the toolkit is a supplement to, not a substitute for, the attorney's familiarity with the ethics rules and professional duties, and the attorney's exercise of judgment in providing representation. This toolkit is the product of work done by the Limited Scope Representation Subcommittee of the Self-Represented Litigation Committee, which is a committee of the Access to Justice Commission. Although this publication has been examined and approved by these groups, each attorney must retain full responsibility for their work and procedures used, and ensure compliance with all legal and ethical standards which apply to Nebraska attorneys. The publication does not otherwise represent legal advice for any client's particular case, and the information contained in this toolkit should not be viewed as the equivalent of legal representation by an attorney in a particular case.

## OVERVIEW: Limited Scope Representation and Relevant Rules

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In a typical limited scope representation, or LSR case, the client and lawyer will select certain legal service(s) that the lawyer will provide to the client. The lawyer then works only on the legal services selected by the client. Put differently, a client's entire legal matter is broken down into discrete, separate tasks that the lawyer will perform services for. The client pays for the specific tasks only, and when the attorney's work on the specific tasks is complete then the lawyer's representation is considered completed.

When an attorney provides limited scope representation to a client, such representation does not imply that it is somehow limited liability, second class, unethical, or, for the attorney's peace of mind – Free.

*Practice Pointer: While the fact that LSR is not a free service seems pretty clear to us attorneys, it may not be to clients. Therefore, at the earliest possible point in the case it should be made clear to them that LSR does not mean pro bono legal services (although it can, of course, if you so choose.)*

Today, courts locally and nationally are seeing an increased number of pro se litigants. In Douglas and surrounding Nebraska counties, most courts have a self-help desk that provides these pro se litigants with all the necessary forms and general instructions in order to file their own case, what- ever it may be.

With the advent of companies such as legalzoom, Avvo, and FreeAdvice providing online self-help legal services, there are more and more people who think that if they are just provided the right forms and instruction then they will be able to become their very own attorney for a day.

Unfortunately, most of these services, while they assist pro se litigants in starting a case, do very little to provide further legal assistance to them once their case has been filed or their issue brought before a court.

These pro se litigants are otherwise unable to turn to free civil legal services, such as Legal Aids across the country, due to continually decreased federal funding nationwide. Legal Services Corporation, established in 1974 and the largest single funder of civil legal aid in the country, estimates that from 2010-2014 funding for LSC grantees, including Legal Aid of Nebraska, decreased by nearly \$60 million—leading to staff reductions, office closures, and fewer people served.

These factors, coupled with the high cost of full service, private legal representation have all resulted in an increased consumer demand for pro se clients to pay for whatever legal services they can afford.

*Practice Pointer: The earlier on in the legal process that a client can retain you for LSR, the more likely that you'll be able to provide the limited services effectively, the less mistakes you may have to clean up that the client made before retaining your valuable LSR services, and the less money that you will have to charge them in order to do so.*

Limited Scope Representation is governed by Nebraska Supreme Court Rules of Professional Conduct §3-501.2(a) – (e). That rule, along with accompanying comments are stated below:

§ 3-501.2. Scope of representation and allocation of authority between client and lawyer.

**(a) Subject to paragraphs (b), (c), (d), (e), and (f), a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.**

**(b) A lawyer may limit the scope of his or her representation of a client if the limitation is reasonable in the lawyer's judgment under the circumstances and the client gives informed consent to such limited representation.**

**(c) A lawyer may prepare pleadings, briefs, and other documents to be filed with the court so long as such filings clearly indicate thereon that said filings are "Prepared By" and the name, business address, and bar number of the lawyer preparing the same. Such actions by the lawyer shall not be deemed an appearance by the lawyer in the case. Any filing prepared under this rule shall be signed by the litigant designated as "pro se," but shall not be signed by the lawyer preparing the filing.**

**(d) If, after consultation, the client consents in writing, a lawyer may enter a "Limited Appearance" on behalf of an otherwise unrepresented party involved in a court proceeding, and such appearance shall clearly define the scope of the lawyer's limited representation.**

**(e) Upon completion of the "Limited Representation," the lawyer shall within 10 days file a "Certificate of Completion of Limited Representation" with the court. Copies shall be provided to the client and opposing counsel or opposing party if unrepresented. After such filing, the lawyer shall not have any continuing obligation to represent the client. The filing of such certificate shall be deemed to be the lawyer's withdrawal of appearance which shall not require court approval.**

## COMMENTS

### **Allocation of Authority Between Client and Lawyer**

[1] Paragraph (a) confers upon the client the ultimate authority to determine the purposes to be served by legal representation, within the limits imposed by law and the lawyer's professional obligations. The decisions specified in paragraph (a), such as whether to settle a civil matter, must also be made by the client. See Rule 1.4(a)(1) for the lawyer's duty to communicate with the client about such decisions. With respect to the means by which the client's objectives are to be pursued, the lawyer shall consult with the client as required by Rule 1.4(a)(2) and may take such action as is impliedly authorized to carry out the representation.

[2] On occasion, however, a lawyer and a client may disagree about the means to be used to accomplish the client's objectives. Clients normally defer to the special knowledge and skill of their lawyer with respect to the means to be used to accomplish their objectives, particularly with respect to technical, legal and tactical matters. Conversely, lawyers usually defer to the client regarding such questions as the expense to be incurred and concern for third persons who might be adversely affected. Because of the varied nature of the matters about which a lawyer and client might disagree and because the actions in question may implicate the interests of a tribunal or other persons, this Rule does not prescribe how such disagreements are to be resolved. Other law, however, may be applicable and should be consulted by the lawyer. The lawyer should also consult with the client and seek a mutually acceptable resolution of the disagreement. If such efforts are unavailing and the lawyer has a fundamental disagreement with the client, the lawyer may withdraw from the representation. See Rule 1.16(b)(4). Conversely, the client may resolve the disagreement by discharging the lawyer. See Rule 1.16(a)(3).

[3] At the outset of a representation, the client may authorize the lawyer to take specific action on the client's behalf without further consultation. Absent a material change in circumstances and subject to Rule 1.4, a lawyer may rely on such an advance authorization. The client may, however, revoke such authority at any time.

[4] In a case in which the client appears to be suffering diminished capacity, the lawyer's duty to abide by the client's decisions is to be guided by reference to Rule 1.14.

### **Agreements Limiting Scope of Representation**

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

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

[7] All agreements concerning a lawyer's representation of a client must accord with the Rules of Professional Conduct and other law. See, e.g., Rules 1.1, 1.8 and 5.6.

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*Practice Pointer: An attorney limiting their scope in a paternity action to just represent the pro se client with the temporary hearing may be reasonable in the lawyer's judgment, but the client must also give their informed consent that the representation ends upon the conclusion of the submission of the temporary order and does not continue to the discovery phase of the case.*

*Practice Pointer: A pro se party may give their informed consent that an attorney is going to represent them only by providing legal advice throughout a securities litigation case, but it may not be reasonable for an attorney to provide only legal advice to a client throughout such a case.*

In any LSR case, it is critical to memorialize in writing the scope of the attorney-client relationship. Such written documentation of the exact nature of the representation helps avoid unnecessary confusion between attorney and pro se party, and also allows an attorney to better respond to any malpractice and discipline claims later on. See Limited Scope Engagement Letter Template.

*Practice Pointer: A well-worded engagement letter also helps attorney and pro se attorney avoid "scope creep," which is when the attorney slowly begins to provide additional services and representation that are outside of what was originally discussed between attorney and pro se party.*

If the attorney and pro se party wish to then enter into a new agreement for services outside of, or in addition to what was agreed to in the original engagement letter (**Attachment 1**), then they should enter in a new engagement letter/agreement and both sign off on such agreement. See **Limited Scope, Change in Scope Letter Template**.

*Practice Pointer: County and district court clerks are still relatively new to limited scope pleadings being filed in their courthouses. As such, the attorney may want to check and make sure after the pro se party files all pleadings prepared on their behalf that the attorney's name is not entered into the court's filing system as the attorney of record for the pro se party.*

*Practice Pointer: The client should sign the notice of limited appearance along with the attorney, and a copy must be provided to opposing counsel or pro se party and filed with the court.*

*Practice Pointer: The Notice of Limited Entry of Appearance should clearly and objectively define the scope of the lawyer's representation so that the otherwise unrepresented party, the other parties to the case, and the Court should not have to guess what falls within the limited representation and when the limited representation ends. Other attorneys may continue to communicate with the LSR client on matters outside of the scope of limited representation and by filing such limited appearance, the lawyer and client shall be deemed to have consented to such communication. See §3-504.2, cmt 10. Thus, the Notice of Limited Entry of Appearance should be clear on its face.*

*Practice Pointer: The Nebraska Supreme Court Form for Notice of Limited Entry of Appearance was just updated as of October 2018, and can be found for practitioners on the Nebraska Supreme Court's Website at: <https://supremecourt.nebraska.gov/forms?page=1>, Form ASD 3:11.*

The filing of such certificate shall be deemed to be the lawyer's withdrawal of appearance and does not require court approval. See Certificate of Completion of Limited Scope Representation.

*Practice Pointer: The Nebraska Supreme Court Form for Certificate of Completion of Limited Representation was just updated as of October 2018, and can be found for practitioners on the Nebraska Supreme Court's Website at: <https://supremecourt.nebraska.gov/forms> , Form ASD 3:12.*

**All Rules of Professional Conduct continue to apply to an attorney in limited scope representation. Limited scope representation does not limit the applicability of the Rules of Professional Conduct. Examples are below:**

While the representation is limited in such a case, it must also be competent. § 3-501.1. A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, preparation and judgment reasonably necessary for the representation.

*Practice Pointer: Just because the party remains pro se does not mean that the attorney can be incompetent on the portion of the case for which LSR is being provided.*

§ 3-501.3 Just as in any other representation, an LSR attorney also owes the duty of diligence to the pro se party, including clarifying to the party whether or not an attorney-client relationship still exists even after the filing of a certificate of completion. Doubt about whether any relationship still exists should again be clarified, preferably in writing, so that the client does not mistakenly suppose the lawyer is looking after the client's affairs when the lawyer has ceased to do so. See Closing Letter Template.

*Practice Pointer: A closing letter should always be provided to the client upon the conclusion of an LSR case, and a copy of the letter should be maintained in the client's closed filed as well.*

§ 3-501.4 (a) As in any other representation, an LSR attorney shall among other items, (1) promptly inform the client of any decision or circumstance which require the client's informed consent; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and (5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

§ 3-501.5 (b) In LSR cases, just as in any other representation, the scope of representation and the basis or rate of the fee and expense for which the client will be responsible shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation. See Fee Agreement, Document Preparation Agreement Template.

*Practice Pointer: Any such written agreement should clearly state the attorney is provided only the services that are listed and checked in the fee agreement, and nothing more.*

§ 3-501.6 In LSR cases, the lawyer shall not reveal information relating to the representation of a client (including LSR clients) unless the client gives informed consent, the disclosure is impliedly authorized in order to carry out the representation, or the disclosure is otherwise permitted under the Rules. Practice Pointer: If in doubt about whether revealing information relating to the representation of an LSR client falls in or out of the representation's scope, err on the side that it falls within the scope and do not reveal.

§ 3-504.2 In representing a client, a lawyer shall not communicate about the subject of the representation with a person 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 to do so by law or court order. Practice Pointer: Comment 10 to this rule instructs that in the event a Notice of Entry of Limited Appearance has been filed (see Attachment 3), opposing counsel may communicate with such lawyer's client on matters outside the scope of the limited representation, and by filing such limited appearance the lawyer and client shall be deemed to have consented to such communication.

## CHECKLIST: Identifying Good Candidates for Limited Scope Representation

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While limited scope representation is a helpful option for many clients, it is not appropriate for every client and legal problem. Attorneys who want to offer unbundled legal services should determine whether they know the area of law well enough to limit their representation to specific issues or tasks, and to explain those limitations to their clients. Assuming they do, attorneys then need to determine whether limiting the scope of the representation in any particular matter would be reasonable under the circumstances and obtain the client's informed consent pursuant to NE Rules of Professional Conduct § 3-501.2 (b).

Attorneys must determine whether it is reasonable to limit the scope of representation based on the circumstances at the time of the engagement. This requires attorneys to consider both the complexity of the legal matter and the capabilities of the client.

### **Complexity of the Legal Matter:**

- Can the case substantively, strategically, and procedurally be broken down into distinct steps or tasks that can be easily divided between the attorney and the potential client?

### **Capabilities of the Client:**

- Does the potential client have realistic expectations about their ability to handle all or parts of the case on their own?
- Does the potential client have the mental, physical, and emotional capacity to handle parts of the case on their own? When making this determination, an attorney should consider many factors including, but not limited to, disability status, English proficiency, and whether the potential client is a victim of trauma.
- Is the potential client capable of appearing independently in court?
- Does the potential client have the ability to follow instructions?
- Does the potential client have access to the technology needed to comply with e-filing and other court requirements and do they know how to use it?

If the answer to any of the above questions is “no,” the attorney should consider carefully whether limiting the scope of representation will be reasonable. However, the attorney should also keep in mind that reasonableness does not require the lawyer to predict that the client will prevail in the matter with limited scope assistance, but merely that there is a reasonable chance the litigant will do so.

## CHECKLIST: Discussing Limited Scope Representation with Potential Clients

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During the initial consultation, it is important that the attorney discuss the following items with the potential client before entering into a limited scope representation.

- **The differences between limited scope representation and full representation.** The attorney should identify the differences between the two models to the potential client. The attorney also should explain why limited scope representation would be reasonable in the potential client’s case and make sure the client fully understands his or her role and responsibilities associated with limited scope. The attorney needs to make the limitations of the representation clear (e.g., “If you hire me to only draft and review court documents, this means I will not go to court with you.”). Attorneys can use the **Attorney and Client Task Assignment Checklist** to facilitate this discussion with the potential client.
- **Apportion tasks in writing.** If the client agrees to limited scope representation, using a document like the **Attorney and Client Task Assignment Checklist** will clarify the division of tasks associated with the representation, and memorialize the understanding of both the attorney and client. This checklist can also be incorporated into the **Engagement Letter** and **Fee and Document Preparation Agreement**.
- **Discuss and document changes in the scope of the representation.** The scope of the representation in a case may change for a variety of reasons including, but not limited to, the client later deciding that they would like the attorney to handle additional tasks associated with the matter. If this happens, the best practice is for the attorney to issue a **Change in Scope Letter**. And have both sign off on it. If an attorney fails to document changes in the scope of a representation, they risk assuming responsibility for the entire case. Because changes in the scope of the representation are common, attorneys should consider having a conversation about this with potential clients who are considering limited scope representation in an effort to manage expectations and reduce surprises down the road.
- **The proper filing and service of pleadings and deadlines.** During the initial consultation, the attorney should provide specific instructions to the potential client regarding proper filing and service of pleadings, including e-filing requirements, and advise them of the importance of deadlines and their responsibility to keep track of them.
- **Ancillary issues outside the scope of representation.** Attorneys should be aware that the court decisions in several states, including Illinois, have held that there is a duty to inform clients of issues that fall outside the scope of representation. See for example *Keef v. Widuch*, 747 N.E.2d 992, 321 App. 3d 571, 254 Ill. Dec. 580 (Ill. App., 2001), which found that an attorney whose representation was limited to a workers’ compensation matter nonetheless had a duty to advise the client of the possibility of third-party claims

and applicable statutes of limitation. This “peripheral” duty to advise does not require proactive representation by the attorney and should not discourage attorneys from offering limited scope services when appropriate. There are several steps a practitioner can take to more effectively manage the duty to advise:

- o Attorneys should stick to areas of law with which they are familiar when providing limited scope representation. Knowledge and expertise in a practice area makes it easier to spot related issues that may fall outside the scope of representation.
- o Use a checklist or other screening document to ensure that initial client interviews include inquiries about commonly occurring ancillary issues.
- o Make sure discussions with clients about limiting representation address any ancillary issues and the risks of leaving those issues outside the scope of representation.
- o Document any advice given to clients about ancillary issues.

• **Communication with opposing counsel on matters outside the limited scope representation.** The attorney should advise the client that the client will need to communicate directly with opposing counsel on matters outside the scope of the limited representation. Outlining the scope and type of such communications on the **Attorney and Client Task Assignment Checklist** can be one helpful way to prepare the client for this. Once a limited scope appearance has terminated, the attorney may find it helpful to communicate that in writing to both the Court Clerk’s office and the opposing counsel to ensure future case communications are directed to the correct person. If the attorney receives filed documents pertaining to matters outside the limited scope representation (or after the limited scope representation has terminated), the attorney has a duty to deliver such documents to the client in a timely manner.

• **Confirm the limited scope representation has ended.** Once the limited scope engagement ends, a best practice is for the attorney to send the client a [Closing Letter](#) to memorialize the end of the representation.

### Why Do Clients Want LSR, and Why Should Attorneys Offer It?

Clients want attorneys to continue to provide LSR due to its affordability, as most LSR is far cheaper than a full representation retainer. Also, most clients would like at least some legal advice or services as opposed to none at all – they do not understand the legal system any better than we did on our first day of law school! In most LSR cases, clients are typically forced to take a more involved role with their case as well, typically making them more responsive, engaged clients from the attorney’s perspective.

Attorneys should offer LSR as part of their overall law practice for multiple reasons, including: expansion of your client base; LSR are typically happier clients at the end of the case because they are paying less for your services; such LSR increases the public’s access to affordable legal services; we as attorneys have a continuing obligation to provide pro bono legal services and LSR practice can help spark this aspiration in us; and, the courts would prefer having an attorney involved at least somewhat in a case vs. a pro se client throughout the course of a case.

## CHECKLIST: Attorney and Client Task Assignment

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This checklist is designed for an attorney to use during an initial limited scope representation consultation to explain to clients the various tasks that their case will entail and to visually outline how responsibility for those tasks will be allocated between the attorney and the client. A best practice would be to attach the completed checklist to the Engagement Agreement for Legal Services, especially in cases where attorneys are handling multiple tasks in a case. This will assist the client in understanding what the attorney will and will not be handling for them. However, the attorney has the ultimate responsibility to consider whether the limitation is reasonable under the circumstances and to make sure the client has given informed consent. Thus, further written explanations in the Engagement Agreement regarding the limited representation will likely be necessary. The checklist is not designed for any particular practice area and the list of tasks within it is not exhaustive. Attorneys should therefore consider tailoring the checklist to fit their respective practices.

When using this checklist, offer a detailed description about any tasks to be completed by attorney. To the extent possible, avoid using legal jargon or other terminology that may be unclear to the client (this is particularly important because limiting the scope of the relationship requires informed consent). Make sure that the checklist is updated if the scope of representation changes after its initial completion.

SERVICES TO BE PERFORMED (TASKS)	ATTORNEY TO DO	CLIENT TO DO
<b>Legal Advice</b>		
Provide advice about legal rights, responsibilities, procedures, and/or strategy on a one-time basis. Describe:		
Provide advice about legal rights, responsibilities, procedures, and/or strategy on an ongoing basis. Describe:		
<b>Document Preparation</b>		
Drafting of Complaint, Confidential documents. Describe:		
Drafting of Praecipe for Summons. Describe:		
Drafting Voluntary Appearance and letter to opposing party. Describe:		
Drafting Motion for Alternate Service if service by Sheriff is unable to be achieved. Describe:		
Drafting of Answer & Counter Complaint. Describe:		
Drafting of Reply to Answer/Counter Complaint. Describe:		
Drafting of one Motion for Temporary Relief. Describe:		
Drafting of client's financial affidavit for purposes of one Motion for Temporary Relief. Describe:		
Drafting of client's affidavit regarding temporary custody of minor child for purposes of one Motion for Temporary Relief. Describe:		
<b>Case Preparation and Investigation</b>		
Conduct a factual investigation (e.g. contact witnesses and/or expert witnesses, obtain documents, public record searches). Describe:		
Prepare discovery responses on behalf of client. Describe:		
Review discovery responses prepared by client. Describe:		
Take or defend depositions. Describe:		
<b>Settlement Negotiations</b>		
Review an outstanding settlement offer or agreement. Describe:		
Negotiate specified issue(s) for settlement. Describe:		

<b>Trial Preparation</b>		
Draft or review subpoenas for trial. Describe:		
Draft or respond to motions for trial. Describe:		
Outline witness testimony and/or argument for trial. Describe:		
<b>Court Appearances</b>		
Appear in court on a one-time basis. Describe:		
Appear in court on an on-going basis. Describe:		
Represent Client at trial. Describe:		
<b>Miscellaneous</b>		
Other (describe):		
Other (describe):		

**Any other task not set out in this Checklist is the responsibility of Client.**

**Client Initials** \_\_\_\_\_ **Attorney Initials** \_\_\_\_\_

**Date** \_\_\_\_\_

## COURT FORMS

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- Notice of Limited Appearance (submitted by attorney)  
<https://supremecourt.nebraska.gov/sites/default/files/ASD-3-11.pdf>
- Certificate of Completion of Limited Scope Representation  
(submitted by attorney)  
<https://supremecourt.nebraska.gov/sites/default/files/ASD-3-12.pdf>

## SAMPLE LETTER: Engagement

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[Client Name]  
[Client Address 1]  
[Client Address 2]

Date:

Re: Limited Scope Representation

Dear

As discussed, I am pleased to accept this opportunity to provide you limited scope representation. Our role as limited scope attorneys is to provide legal representation on a limited basis. Limited scope means that I am not representing you in each and every aspect of the case you are asking me to handle. We have entered into a specific fee agreement based on the limited scope of my representation and have discussed what tasks I will be handling. These tasks are specifically limited to:

**[Explain limited scope of representation-remember, informed consent]**

You cannot assume that I will be handling anything outside the specific tasks which are explained above. You will remain responsible for all other aspects of your legal matter. This may include, but is not necessarily limited to:

**[List likely things the client will be responsible for—remember, informed consent]**

You will also be responsible for all communications and correspondence relating to your legal matter which fall outside of my limited scope of representation as explained above. This includes, but is not limited to communications with other attorneys.

[If applicable] Attached is an Attorney and Client Task Assignment Checklist which we have gone through to determine which tasks I will be handling and which tasks you will be responsible for. If you feel there is any inconsistency between the division of tasks written above and the Checklist, please notify me immediately.

If you have any questions about or disagree with the limitations of my representation, or if this letter conflicts with anything we discussed regarding the limitations of my representation then you should not sign this letter before clarifying those issues with me. My representation will not begin until you sign below. My representation will end upon the completion of the limited representation as outlined in this letter, without any further approval by you. By signing below you acknowledge that you understand and agree to the issues outlined in this letter.

Very truly yours,

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Please sign below to confirm that we have discussed and you understand all of the issues outlined in this letter.

Client:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## SAMPLE LETTER: Change in Scope

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[Client Name]  
[Client Address 1]  
[Client Address 2]

Date:

Re: Limited Scope Representation

Dear

Per our 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).

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 have agreed to handle the task listed above. You will continue handling all other matters yourself as set forth in our original Agreement.**

[If applicable] Attached is a revised version of the Attorney and Client Task Assignment Checklist which we have gone through to determine which tasks I will be handling and which tasks you will be responsible for. If you feel there is any inconsistency between the division of tasks written above and the Checklist, please notify me immediately.

[If applicable] I encourage you to seek the advice of other counsel in connection with tasks which I have not undertaken.

Very truly yours,

\_\_\_\_\_

Please sign below to confirm that we have discussed and you understand all of the issues outlined in this letter.

Client:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## SAMPLE LETTER: Closing

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[Client Name]  
[Client Address 1]  
[Client Address 2]

Date:

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.

[Use only if attorney has appeared of record with the court]. I will file the enclosed Notice of Completion with the court notifying the court that my representation for you is concluded.

As a courtesy, I have listed below some of the upcoming tasks in your case which I am aware of at this time. However, these tasks are outside the scope of my representation so they must be independently verified by you and you should not rely on the list below as legal advice from me. You are ultimately responsible for the remainder of your case including completing all tasks, and meeting all deadlines.

There is a hearing scheduled for \_\_\_\_\_ at which time you will be representing yourself in court. Your opposition paperwork must be filed on \_\_\_\_\_ .

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.

Very truly yours,

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## SAMPLE: Fee and Document Preparation Agreement

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**Identification of Parties:** This agreement, executed in duplicate with each party receiving an executed original, is made between \_\_\_\_\_  
(Attorney) and \_\_\_\_\_ (Client(s)).

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

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**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, defenses, settlement or resolution options and their potential consequences. 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 the Client is requesting services.
- b. Inform Attorney of the specific parts of the case that Client requests Attorney 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 any 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 Special Master, 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 or not to perform the following services related to the family law issues identified here or on the following page or attachment hereto:

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3. You understand that the Firm and its attorneys will provide the following services only, and that flat fee payment is to be rendered in advance for each service, prior to any work being completed by the Attorney or the Firm. You further understand that, unless otherwise specified, you are responsible for filing all documents with the court and for any follow up necessary after filing such a communication, with the Sheriff regarding personal service on the opposing party (if applicable), or obtaining a process server to personally serve the opposing party where it is outside of this area:

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\_\_\_Drafting of Complaint, Confidential documents & communication with client necessary to perform specific legal service: \$ \_\_\_\_\_.00 (to be filed with court by client and at client's cost).

\_\_\_Drafting of Praecipe for Summons communication with client that is necessary and reasonable in the lawyer's opinion to enable performance of the specific legal service \$ \_\_\_\_\_.00 (client to file with the court and to arrange and pay for personal service by sheriff).

\_\_\_Drafting Voluntary Appearance and letter to opposing party, mail same to opposing party, & communication with client that is necessary and reasonable in the lawyer's opinion to enable the performance of the specific service: \$ \_\_\_\_\_.00.

\_\_\_Drafting Motion for Alternate Service if service by Sheriff is unable to be achieved & communication with client that is necessary and reasonable in the lawyer's opinion to enable performance of the specific legal service: \$ \_\_\_\_\_.00.

\_\_\_Drafting of Answer & Counter Complaint & communication with client that is necessary and reasonable in the lawyer's opinion to enable performance of the specific legal service: \$ \_\_\_\_\_.00.

\_\_\_Drafting of Reply to Answer/Counter Complaint & communication with client that is necessary and reasonable in the lawyer's and opinion to enable performance of the specific legal service: \$ \_\_\_\_\_.00.

\_\_\_Drafting of one Motion for Temporary Relief & communication with client that is necessary and reasonable in the lawyer's opinion to enable performance of the specific legal service: \$ \_\_\_\_\_.00.

\_\_\_Drafting of client's financial affidavit for purposes of one Motion for Temporary Relief & communication with client that is necessary and reasonable in the lawyer's opinion to enable performance of specific service: \$ \_\_\_\_\_.00.

\_\_\_Drafting of client's affidavit regarding temporary custody of minor child for purposes of one Motion for Temporary Relief & communication with client that is necessary and reasonable in the lawyer's opinion to enable performance of the specific service: \$ \_\_\_\_\_.00.

\_\_\_Advise regarding issue in the case @\$ \_\_\_\_\_.00 per hour.

\_\_\_ Representation of client adhering on one Motion for Temporary Relief and 30-minute consult prior to hearing and communication with client regarding same that is necessary and reasonable in the lawyer's opinion to enable performance of the process specific service: \$\_\_\_\_.00.

\_\_\_ Assisting with the procurement, drafting and assembly of \_\_\_ collateral affidavits for purposes of one Motion for Temporary Relief & that is necessary and reasonable in the lawyer's opinion to enable performance of the specific service @ \$\_\_\_\_.00 per affidavit. \$\_\_\_\_.00

\_\_\_ Preparation and service of Interrogatories, Requests for Production of Documents, and Notice of Service upon opposing party & communication with client regarding same that is necessary and reasonable in the lawyer's opinion to enable performance of the specific service: \$\_\_\_\_.00.

\_\_\_ Preparation of \_\_\_ Rule 34A Subpoena for records at \$\_\_\_\_.00 per Subpoena and communication with client that is necessary and reasonable in the lawyer's opinion to enable performance of the specific service: \$\_\_\_\_.00.

\_\_\_ Hours of settlement negotiation with opposing party and/or opposing counsel, and communication with client that is necessary and reasonable in the lawyer's opinion to enable performance of the specific service at \$\_\_\_\_.00 per hour: total: \$\_\_\_\_.00.

\_\_\_ Drafting a Parenting Plan negotiated between parties and communication with client regarding same that is necessary and reasonable in the lawyer's opinion to enable performance of the specific service: \$\_\_\_\_.00.

\_\_\_ Drafting of Decree negotiated between parties and communication with client that is necessary and reasonable in the lawyer's opinion to enable performance at the specific service: \$\_\_\_\_.00.

\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ : \$\_\_\_\_.00.

You understand that the representation of the Firm, it's staff, and attorneys is limited to the scope specifically set forth herein above and that this limited limitation may adversely affect the outcome of your case. You hereby consent to this limited scope representation and warrant that the attorney has communicated information and explanation about the material risks and reasonably available alternatives to the proposed course of conduct. You recognize that results cannot be guaranteed.

**You understand that representation of the Firm does not begin until you have paid a total due pursuant to this agreement of: \$\_\_\_\_\_ as a flat fee for paid services.**

You understand that, in addition to the above, you must provide cost deposit for any and all filing fees or other court costs that may be subsequently determined and charged, upon demand. You are responsible for all costs and expenses related to tasks that are not this Firm's responsibility.

You understand that the Firm will not incur costs or disbursements on your behalf without a prior deposit for the cost in full, and that, should you fail to honor such cost deposit requests, the Firm may be unable to continue with representation.

**I hereby acknowledge that I have read and understand this retainer agreement, have received a copy of same, and do agree to be bound by it.**

\_\_\_\_\_  
(Client)

\_\_\_\_\_  
(Attorney)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)