

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO

Limited Representation in Civil Cases

Local Rules, Instructions, Forms, and Frequently Asked Questions regarding Entering and Withdrawing an Appearance on a Limited Representation Basis under D.C.COLO.LAttyR 2(b)(1) and LAttyR 5(a)-(b)

Effective December 1, 2016, the U.S. District Court for the District of Colorado permits *Limited Representation* of all unrepresented parties -- non-prisoners and prisoners -- in civil actions.

The Clerk's Office of the U.S. District Court for the District of Colorado has assembled the following collection of rules, forms, and resources to assist counsel – not to provide legal advice or a suggested course of conduct – but as a convenient compilation of materials applicable to providing limited representation to pro se parties in this District.

The Clerk's Office, as the custodian of records, forms, and many of the assembled materials, welcomes your comments¹ and suggestions to improve this compilation and to facilitate the ease of providing limited representation.²

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¹ Please send any comments, suggestions, or requests to LocalRule_Comments@cod.uscourts.gov.

² These materials contain official local court forms and citations to applicable local court rules regarding limited representation. Other attachments and the guidelines provided herein are provided for attorneys' use in limited scope representation matters, to be tailored by counsel for use in each particular practice. Limited representation relationships each present their own unique professional and ethical issues and nothing in these materials is intended to provide legal advice or be a substitute for counsels' own discretion and professional judgment.

I. Getting Started

Under the Court's local rule D.C.COLO.LAttyR 2 – Standards of Professional Conduct – this District adopts and incorporates the Colorado Rules of Professional Conduct (Colo. RPC) and requires district court bar members to follow the Colorado Rules of Professional Conduct, with certain exceptions. One of those exceptions to the Colorado Rules of Professional Conduct is that this District *generally* does not permit the Colorado state court practice under Colo. RPC 1.2(c) of allowing limited representation of clients by attorneys. However, this District has an additional *exclusion* to this exception to Colo. RPC 1.2(c), because in December 2014 the Court began permitting limited representation of unrepresented prisoners in civil actions. After a trial period of two years, the Court found that attorneys have successfully used this narrow exception to provide limited scope representation of prisoners in civil actions, to the benefit of the client, counsel, and the Court. Effective December 1, 2016 this District broadened the scope of limited representation to allow such representation for ALL unrepresented parties. **The Court continues *generally* to not permit the Colorado state court practice of limited representation unless counsel follow the Court's particular procedural requirements for limited representation.**

Accordingly, counsel should be aware of the procedure set in place by this District, and that it differs from that set by the Colorado Rules of Civil Procedure (C.R.C.P. 11(b) and 121 § 1-1(5)). **This District requires counsel to follow three procedural steps** to successfully enter into, practice in, and withdraw from a case when acting as counsel on a limited representation basis. Generally, counsel must do the following:

- 1) **File a Motion for Leave to Provide Limited Representation** that sets forth a clearly-defined scope of representation, with "reasonable particularity" [whether it be for the drafting of a specific pleading, motion, or other document; appearance at a conference, hearing, trial, or discovery matter; or assisting the client with a settlement conference or other alternative dispute resolution method for a civil action filed in this court; or any other matter where the services of an attorney will assist the pro se party] and that also *certifies* (but not necessarily provides actual documentation) that the pro se party has approved counsel's limited representation. The motion acts as verification for the client, and informs the parties and the Court of the scope of the proposed limited representation. Under D.C.COLO.LCivR 7.1(g), the motion can be accompanied (i.e., *should be*, for the convenience of the Court) by a Proposed Order.

2) Once the motion is granted, **counsel should file an Entry of Appearance to Provide Limited Representation** document in the case to officially demarcate the commencement of representation in the case. A sample Entry form document is attached to the sample Motion for Leave in Part VIII of this Instruction Packet. The filing and use of the Entry of Appearance form is especially important for the attorney as counsel and for court staff, in order to ensure proper noticing in the Court's e-filing system. The Entry of Appearance should provide the Court and the parties in the case with the following information:

- the identity of the party for whom the appearance is made;
- the firm name, office address, telephone number, and primary CM/ECF e-mail address of the attorney;
- the certification of the attorney that the attorney is a member in good standing of the bar of this court; and
- a brief description of the purpose(s) of and specific task(s) for limited representation.

3) Once the task, appearance, or service is completed, the attorney **must** file a Motion to Withdraw from the case, showing "good cause" for withdrawal -- i.e., describing the completion of the discrete task. While the filing of a **motion** -- rather than the *Notice of Completion* contemplated by the Colorado Rules of Procedure -- may appear to be burdensome for counsel, the submission and corresponding grant of the motion through a court order provides the certainty and finality to counsel and the client that the task has been completed and that counsel's obligations to the client in that case have ended.

Please note that when filing the Motion to Provide Limited Representation, the attorney will use the Court's CM/ECF system to file the motion, the entry of appearance when granted leave, and the motion to withdraw. The **pro se party** will continue to receive notices of filings concurrently with the limited representation attorney's receipt of notice during the entire period of limited representation. This is to provide the pro se party with all filings in the case, in recognition of the fact that the scope of the attorney's limited representation may not encompass all activities in the case. After the attorney's withdrawal motion is granted, the attorney's CM/ECF noticing will be switched off.

II. Applicable D. Colo. Local Rules and Colorado Rules of Professional Conduct Permitting Limited Representation (pertinent provisions in red)

The U.S. District Court for the District of Colorado's Local Rules applicable to limited representation are set forth below, for your convenience:

Local Rule D.C.COLO.LAttyR 2(b)(1) provides as follows:

D.C.COLO.LAttyR 2 STANDARDS OF PROFESSIONAL CONDUCT

(a) Standards of Professional Conduct. Except as provided by subdivision (b) or order or rule of the United States Bankruptcy Court for the District of Colorado, the Colorado Rules of Professional Conduct (Colo. RPC) are adopted as standards of professional responsibility for the United States District Court and the United States Bankruptcy Court for the District of Colorado.

(b) Exceptions. The following provisions of the Colorado Rules of Professional Conduct (Colo. RPC) are excluded from the standards of professional responsibility for the United States District Court and the United States Bankruptcy Court for the District of Colorado:

(1) Colo. RPC 1.2(c) (limiting scope of representation), **except that, if ordered, and subject to D.C.COLO.LAttyR 5(a) and (b), an attorney may provide limited representation to an unrepresented party or an unrepresented prisoner in a civil action;**

and

D.C.COLO.LAttyR 5 ENTRY AND WITHDRAWAL OF APPEARANCE AND MAINTENANCE OF CONTACT INFORMATION

(a) Entry of Appearance.

(1) Unless otherwise ordered, an attorney shall not appear in a matter before the court unless the attorney has filed an Entry of Appearance or an **Entry of Appearance to Provide Limited Representation** or signed and filed a pleading or document.

(2) **As permitted under D.C.COLO.LAttyR 2(b)(1), an attorney may provide limited representation to an unrepresented party or an unrepresented prisoner in a civil action by order granting a motion which defines the scope of limited representation with reasonable particularity and certifies the approval of the unrepresented party or unrepresented prisoner. Any change in the scope of limited representation must be approved by the court.**

(3) An Entry of Appearance, Entry of Appearance to Provide Limited Representation, initial pleading, or initial document shall include

(A) the identity of the party for whom the appearance is made;

(B) the firm name, office address, telephone number, and primary CM/ECF e-mail address of the attorney; and

(C) the certification of the attorney that the attorney is a member in good standing of the bar of this court.

(4) A form of Entry of Appearance or **Entry of Appearance to Provide Limited Representation** is available on the court's website [HERE](#) or in the office of the clerk of court.

(b) Withdrawal of Appearance. An attorney who has filed an Entry of Appearance or an **Entry of Appearance to Provide Limited Representation** or has appeared otherwise in a case may seek to withdraw on motion showing good cause. Withdrawal shall be effective only on court order entered after service of the motion to withdraw on all counsel of record, any unrepresented party, and the client of the withdrawing attorney. A motion to withdraw must state the reasons for withdrawal, unless the statement would violate the rules of professional conduct. **Motions to withdraw based on the completion of the limited representation shall include a certification by counsel that the service specified in the Entry of Appearance to Provide Limited Representation is complete.** Notice to the client of the attorney shall include the warning that the client is personally responsible for complying with all court orders and time limitations established by applicable statutes and rules. Where the client of the withdrawing attorney is a corporation, partnership, or other legal entity, the notice shall state that such entity may not appear without counsel admitted to the bar of this court, and that absent prompt appearance of substitute counsel, pleadings and papers may be stricken, and default judgment or other sanctions may be imposed against the entity.

Besides this Court's Local Rules that set forth the procedure for limited representation, the Colorado Rules of Professional Conduct – Colo. RPC – apply as well, since the Colo. RPC are recognized as the applicable standards of professional conduct for attorneys in the District of Colorado. D.C.COLO.LAttyR 2(a). Colo. RPC 1.2(c) states:

RULE 1.2. SCOPE OF REPRESENTATION AND ALLOCATION OF AUTHORITY BETWEEN CLIENT AND LAWYER

(c) A lawyer may limit the scope or objectives, or both, of the representation if the limitation is reasonable under the circumstances and the client gives informed consent. A lawyer may provide limited representation to pro se parties as permitted by C.R.C.P. 11(b) and C.R.C.P. 311(b).³

The comments to Colo. RPC 1.2(c) are the Colorado Supreme Court's guidance to the practitioner regarding client agreements to limited representation, reasonableness and limits to such agreements, and pertinent corresponding rules of professional conduct. Please note that Colorado Rules of Civil Procedure 11(b) and 121 Section 1-1 (5) Notice of Limited Representation Entry of Appearance and Withdrawal provide specific *procedural* steps for appearances in Colorado judicial proceedings; those procedural rules are not applicable in this District's proceedings. A portion of C.R.C.P. 11(b) is provided below for guidance as to the professional conduct and obligations expected of counsel in representation circumstances, limited or not. The procedural rules of

³ Comments 6 – 8, Agreements Limiting Scope of Representation, to Colo. RPC 1.2(c) further provide:

[6] 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.

[7] 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.

[8] 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.

C.R.C.P. 11(b) and 121 Section 1-1 (5) differ from this District's procedural rules, described in Parts III, IV and V of this Information Packet.⁴

Sample forms for limited representation are available on this District's [Forms](#) website page under [Attorney/Law Student](#) and [Civil Pro Bono](#), and also the [Limited Representation](#) page under [Attorney Information](#), and are described in the checklist below. Sample forms for pro se parties to request appointment of limited representation by counsel are available under the [Self Representation \(Pro Se\)](#) section of the Forms page.

⁴ **C.R.C.P. 11 - Signing of Pleadings**

(b) Limited Representation.

. . . In helping to draft the pleading or paper filed by the pro se party, the attorney certifies that, to the best of the attorney's knowledge, information and belief, this pleading or paper is (1) well-grounded in fact based upon a reasonable inquiry of the pro se party by the attorney, (2) is warranted by existing law or a good faith argument for the extension, modification or reversal of existing law, and (3) is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation. The attorney in providing such drafting assistance may rely on the pro se party's representation of facts, unless the attorney has reason to believe that such representations are false or materially insufficient, in which instance the attorney shall make an independent reasonable inquiry into the facts . . .

III. Checklist for Entering and Withdrawing in a Case as a Limited Representation Attorney

- Complete and file the sample **Motion for Leave to Provide Limited Representation** available on the Court's Forms page of its website, available [here](#). Remember to state a **clearly-defined scope of representation**, with "**reasonable particularity**". Examples of limited scope representation can include:
 - drafting of a specific pleading, motion, or other document;
 - appearance at a conference, hearing, trial, or discovery matter;
 - assisting the client with a settlement conference or other alternative dispute resolution method;
 - any other matter where the services of an attorney will assist the pro se party.

- The motion must **certify** that the pro se party has approved counsel's limited representation; while no documentation is necessarily required, a private agreement / engagement letter is recommended by the Colorado Bar Association Ethics Committee in its Ethics Opinion 101 of May 2016.⁵

- Sample "Legal Services Agreements" (**Engagement Letters**) are provided within the attachments to this Information Packet merely as examples of the type of communications and mutual understanding that client and counsel must reach before engaging in the Limited Representation relationship. **The Sample Agreements are not in any way an endorsement or advisement by the Court as to how counsel and parties should conduct their communications and reach agreements as to representation.**

- Under D.C.COLO.LCivR 7.1(g), the motion can be accompanied (i.e., should be, for the convenience of the Court) by a **Proposed Order**.

- Complete the sample **Entry of Appearance to Provide Limited Representation** document, which is attached to the Motion for Leave to Provide Limited Representation and separately entered once the Motion for Leave is granted. The Entry of Appearance should provide the court and the parties in the case with the following information:
 - The **identity of the party** for whom the appearance is made;
 - The **firm name, office address, telephone number, and primary CM/ECF email address** of the attorney;
 - The **certification** of the attorney that the attorney is a member in good

⁵ Unbundling/Limited Scope Representation, Colorado Bar Association Ethics Committee Colorado Supreme Court [Ethics Opinion 101](#), May 21, 2016 . ("[I]t is desirable for attorneys to include in their written communication the terms of limited scope representation, including the particular limited services that the attorney will render. Such written communication may be in the form of a written fee agreement.")

standing of the bar of this court; and
– A **brief description** of the purpose(s) of and specific task(s) for limited representation.

- On completion of the task, appearance, or service, the attorney must file a **Motion to Withdraw** from the case, showing "good cause" for withdrawal -- i.e., describing the completion of the discrete task(s). Counsel should not assume a motion is granted absent an express order of the Court.
- Under D.C.COLO.LCivR 7.1(g), the motion can be accompanied (i.e., should be, for the convenience of the Court) by a **Proposed Order**.

IV. Completing the Sample Motion for Leave to Provide Limited Representation, Entry of Appearance, and Proposed Order Forms

All the sample forms described in this Information Packet contain the Court's standard caption format. For the official caption format guide, see the [Civil Case Caption and Formatting Instructions](#) on the [Forms](#) page of the website, available [here](#).

Note that effective Dec. 1, 2017, there is no longer a need for a Certificate of Conferral for matters concerning entry and withdrawal of appearances of counsel. The Sample Motion notes the Dec. 2017 in a footnote, acknowledging the exception that such conferrals are not necessary for motions brought under D.C.COLO.LAttyR 5(a) and (b). See [D.C.COLO.LCivR 7.1\(b\)\(4\)](#).

In the [Request for Relief](#) of the Sample Motion, paragraphs 1-10, the form provides guidance as to the rule citations, elements of the limited representation rules, and procedural steps required under D.C.COLO.LAttyR 2(b) and 5(a)-(b). Attorneys are directed to clearly specify what limited representation/discrete task/unbundling service the attorney and the client agree that the attorney will perform (paragraph 3).⁶

The remainder of the sample motion provides reminders for attorneys to certify their own status of being in good standing as a bar member, and that the pro se party has given the party's informed consent for counsel to provide limited representation. Additionally, the limited representation lawyer assures the Court that he/she will follow the rules of the Court, and that at the conclusion of the service of representation, the

⁶ Limited representation services may be as varied as any of the following:

- Legal advice about availability of alternative means to resolving the dispute, including mediation and arbitration;
- Guidance and procedural information for filing or serving documents;
- Review pleadings and other documents prepared by Client;
- Suggest documents to be prepared;
- Draft pleadings, motions and other documents;
- Factual investigation: contacting witnesses, public record searches, in-depth interview of Client;
- Legal research and analysis;
- Evaluate settlement options;
- Discovery: interrogatories, depositions, requests for document production;
- Planning for negotiations, including simulated role-playing with Client;
- Planning for court appearances, including simulated role-playing with Client;
- Standby telephone assistance during negotiations or settlement conferences;
- Backup and troubleshooting during the hearing or trial;
- Referring Client to expert witnesses, special masters or other counsel;
- Counseling Client about an appeal;
- Procedural assistance with an appeal and assisting with substantive legal argument in an appeal.

lawyer will file the mandatory Motion to Withdraw. The proper signature block information must be completed, as well as a conforming certificate of service.

Attached to the Motion for Leave to Provide Limited Representation is the sample Limited Representation Entry of Appearance form, as specifically required in D.C.COLO.LAttyR 5(a).

Finally, a Proposed Order is attached to the Motion form, briefly restating the goal of the submitted motion. **Please note that the Motion, proposed Limited Representation Entry of Appearance, and Proposed Order should be filed together. Once the Motion is granted, the Limited Representation Entry of Appearance also must be filed separately.**

Please also note that in order to file the Motion and related documents, you must follow the electronic case filing procedures required by the Court's rules. **Though it may appear from the mechanics of the CM/ECF system while filing your motion that you are representing your client for all purposes, that is not the case.** The substantive text of your motion that defines the precise scope of your representation, and the order granting it, is what controls.

V. Completing the Sample Motion for Withdrawal of Appearance and Proposed Order Forms

Just as with the motion for leave to provide limited representation, the sample forms in this section contain the Court's standard caption format. For the official caption format guide, see the Civil Case Caption and Formatting Instructions on the court's Forms page of the website, available here.

Please again note that the Certificate of Conferral is NOT a requirement for motions for entry or withdrawal as counsel, being one of the few motions practice events that the Local Rules do not require conferral. See D.C.COLO.LCivR 7.1(b)(4).

In the Request for Relief, paragraphs 1-10, the sample form provides guidance as to the rule citations, elements of the limited representation rules and procedural steps required under D.C.COLO.LAttyR 2(b) and 5(a)-(b). Attorneys are directed to clearly specify what limited representation/discrete task/unbundling service the attorney and the client agree that the attorney has performed (paragraph 3), and by signing the form, the attorney certifies that the service specified in the Entry of Appearance to Provide Limited Representation is complete.

VI. Supplemental Documents

Local Attorney Rule 5(a)(2) requires counsel to seek approval of the Court in the event of **any change** regarding the scope of the limited representation:

D.C.COLO.LAttyR 5

ENTRY AND WITHDRAWAL OF APPEARANCE AND MAINTENANCE OF CONTACT INFORMATION

(a) Entry of Appearance.

(2) As permitted under D.C.COLO.LAttyR 2(b)(1), an attorney may provide limited representation to an unrepresented party or an unrepresented prisoner in a civil action by order granting a motion which defines the scope of limited representation with reasonable particularity and certifies the approval of the unrepresented party or unrepresented prisoner. **Any change in the scope of limited representation must be approved by the court.**

Accordingly, counsel should file a motion and proposed order modelled after the initial Motion for Leave to Provide Limited Representation, stating the revised scope of representation and requesting the Court's approval for the revised scope. A Sample Change in Scope client letter is included in the Sample Limited Service Agreements attachment.

VII. Frequently Asked Questions

Q. What is Limited Scope Representation (LSR)?

A. Limited Scope Representation (LSR) (also called “unbundling” or “discrete task representation”) is a growing trend for attorneys of all types of practices that allows an attorney to assist a person with part, but not all, of a legal issue or case. Under this District’s local attorney rules – specifically, D.C.COLO. LAttyR 2(b)(1) and LAttyR 5(a)-(b) – LSR is permitted in the U.S. District Court for the District of Colorado in all civil cases, including prisoner civil rights petitions, immigration matters, appeals of bankruptcy or federal agency decisions, including the Social Security Administration, but NOT criminal cases, including petty offense and misdemeanors. In LSR, the attorney and party in a case (LSR may also apply to persons in a pre-filing status) enter into a written agreement that defines the particular duties the attorney and client will undertake, and recognizes that on completion of a service or task, the attorney will seek to withdraw from the case and may terminate the attorney–client relationship. LSR can be entered into based on the payment of attorney fees, or the LSR can be done on a pro bono, no-fee relationship, or both (with a contingent fee or attorney fee agreement).

Q. Who can use LSR? When can LSR be used?

A. Effective December 1, 2016, any unrepresented (“pro se”) party and lawyer in a civil case can engage in an LSR agreement, and the attorney may appear in court with approval of the court, after requesting the court’s permission through a motion and, when granted by the court, followed by the filing of an Entry of Appearance to Provide Limited Representation. LSR is available for an attorney to enter into at any stage of litigation, for most purposes – again, subject to the court’s approval. The pro se party and the lawyer should come to a written agreement that clearly defines the duties and goals of the representation in a document often termed as an engagement letter or written fee agreement.

Q. Why is Limited Scope Representation allowed in court?

A. This District first permitted Limited Scope Representation in 2014 for counsel appearing on behalf of unrepresented prisoners. After initial success, and with the recognition that most pro se litigants cannot afford legal representation, the Court decided to permit LSR for all parties in all civil cases. Limited representation can assist the pro se litigant, opposing counsel, and the Court with such matters as facilitating a pro se party’s wishes and thoughts into properly formatted and drafted legal writings; to allow pro se parties to have the litigation expertise of experienced lawyers in hearings

and trials, and the assistance of experienced attorney negotiators in settlement discussions and proceedings.

Q. Should the court play a role in reviewing an attorney-client limited representation agreement?

A. Probably not. The engagement letter/written fee agreement is a private document for the party and the LSR attorney, absent a Court order directing otherwise. The Court will need to know the “clearly defined” limited scope of representation duty that the attorney is undertaking, as expressed in the attorney’s motion to provide limited representation and entry of appearance to provide limited representation in order to know when the representation ends and the attorney is no longer involved in a case.

Q. What duties does an attorney owe a client when there is Limited Scope Representation?

A. It is important to remember that an attorney is obligated to follow all the rules of professional conduct applicable to all counsel through the Colorado Rules of Professional Conduct. The Colorado Bar Association Ethics Committee’s formal [Ethics Opinion 101](#) titled “Unbundling/Limited Scope Representation,” revised in May 2016 provides a thorough analysis and tutorial on the interplay of the Colo. RPC with limited representation. It is available on the Colorado Bar Association’s website [here](#).

Q. How does a party find a lawyer who will represent him/her on a limited basis?

A. There are numerous resources for a party to find counsel to assist with a case, or before a case is filed, including the Colorado Bar Association’s Find-A-Lawyer program available for all litigants, and the Denver and other metro cities’ partnership with Metro Volunteer Lawyers, available to parties of limited financial means. In this District, a program is available to pro se parties of limited means, known as the Civil Pro Bono Panel, described [here](#). The program provides a lawyer for qualified pro se litigants with Court approval and based on counsel’s voluntary decision to accept a case. LSR is one of the possible services available from lawyers on the Panel.

Q. How does a lawyer become qualified to assist someone on a limited basis?

A. Currently there is no formalized training available to bar members, though the Faculty of Federal Advocates – the federal court’s local trial bar – periodically conducts training seminars for attorneys. Civil Pro Bono Panel members are required to be

members of this District's bar in good standing, and many resources are available for educational purposes and guidance, including the Colorado Bar Association's Modern Law Practice Initiative website page, available [here](#). Another valuable resource is a comprehensive list and links to materials compiled by the Institute for the Advancement of the American Legal System's [Better Access through Unbundling 2017](#) conference, available [here](#). See also the American Bar Association's [Unbundling Resource Center](#).

Q. What are some of the ways an attorney can help a litigant using LSR?

A. An attorney can provide legal advice prior to the initiation of litigation and provide counsel as to what a person's legal options are. Once litigation commences, an attorney can provide advice, draft legal documents in a case, appear on behalf of a litigant at a court hearing or trial, assist with a discovery evidence-gathering proceeding or activity, and represent the party in a settlement or other dispute resolution activity, among many other services and duties. The attorney, however, must request the Court's permission first in the motion to provide limited representation – with a clearly-defined scope of the limited representation – before engaging in the limited representation. After the completion or conclusion of that issue or event, the attorney must file a Motion for Withdrawal of Limited Appearance. The Motion for Limited Appearance and Motion for Withdrawal of Limited Appearance sample forms are available on this District's Forms [page](#), and at the end of this informational packet.

Q. If an attorney wants to file a Motion for Withdrawal of Limited Appearance and the client claims withdrawal is premature, what is the Court's role?

A. An attorney's motion for withdrawal of representation, limited or not, must set forth the basis and circumstances requiring the withdrawal, and must show good cause why withdrawal is necessary. If the initial motion for limited representation and entry of appearance clearly explained the role and duties of counsel, and if those services have been completed and are clearly demonstrated as such, the pro se party's objection will likely need strong evidence and argument to overcome the presumption that the attorney has fulfilled the attorney's obligation.

Q. What if the attorney and client agree that the attorney will extend representation beyond the scope of the limited appearance?

A. Local Attorney Rule 5(a)(2) requires counsel to seek approval of the Court in the event of any change regarding the scope of the limited representation. A revised motion to provide limited representation that describes the extended or modified scope of representation should be submitted.

Q. Who gets served notice of any pleadings once an Entry of Appearance to Provide Limited Representation has been filed?

A. The pro se party will continue to receive all notices, either by mail or by Notices of Electronic Filing (if the pro se party is an e-filer), as will the LSR attorney after filing the motion and entry of limited appearance, and until being granted permission to withdraw. The pro se party will receive all opposing party and court notices and filings, since the LSR attorney's role may be limited to a single service or objective, unrelated to other litigation in the case (i.e., serving as a settlement attorney).

Q. May an attorney request leave to enter an appearance to provide limited representation for more than one purpose?

A. Yes, an attorney may request leave to enter an appearance to provide limited representation for more than one purpose. Many purposes are related in such a way that requesting leave for multiple purposes at the same time makes sense. For example, if an attorney seeks leave to provide limited representation to prepare a motion for summary judgment, the attorney may also consider seeking leave to prepare a reply in support of the motion and/or argue the motion if a hearing is ordered. If an attorney seeks leave to provide limited representation to prepare an amended complaint, the attorney may also consider seeking leave to prepare a response to any Fed. R. Civ. P. 12 motion that may be filed with regard to the amended complaint. Attorneys should consider whether seeking leave to provide limited representation for more than one purpose favors judicial efficiency and economy, so that an attorney need not file multiple motions over the course of providing limited representation. Any change in the scope of limited representation requires Court approval.

Q. What is ghostwriting?

A. Ghostwriting is a term used to describe the drafting of documents by an attorney for a client without filing an appearance in the client's case. In that sense, ghostwriting is not permitted under the District of Colorado's Local Rules. However, an LSR attorney who seeks permission to assist the pro se party with the drafting of a court document may do so, and the attorney's participation will be fully disclosed and known to all litigants in the case. While "ghostwriting" in the sense of unknown and unattributed assistance is prohibited, an LSR attorney is welcome to assist with preparing case documents dependent on full disclosure of the assistance and with the approval of the Court.

VIII. Appendices (Forms)

Limited representation forms and documents are attached in the following order:

- MOTION FOR LEAVE TO PROVIDE LIMITED SCOPE REPRESENTATION PURSUANT TO D.C.COLO.LAttyR 2(b)(1) AND LAttyR 5(a)-(b)
- [PROPOSED] ORDER GRANTING LEAVE TO PROVIDE LIMITED SCOPE REPRESENTATION PURSUANT TO D.C.COLO. LAttyR 2(b)(1) and LAttyR 5(a)
- ENTRY OF APPEARANCE TO PROVIDE LIMITED REPRESENTATION
- MOTION FOR LEAVE TO WITHDRAW FROM LIMITED SCOPE REPRESENTATION PURSUANT TO D.C.COLO.LAttyR 5(b)
- [PROPOSED] ORDER GRANTING LEAVE TO WITHDRAW FROM PROVIDING LIMITED SCOPE REPRESENTATION PURSUANT TO D.C.COLO. LAttyR 5(b)
- Sample Legal Services Agreements I through III
- Sample Change in Scope Letter IV
- Sample Engagement Letter V

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No.

(Name),

Plaintiff,

v.

(Name),

Defendant.

**MOTION FOR LEAVE TO PROVIDE LIMITED SCOPE REPRESENTATION
PURSUANT TO D.C.COLO.LAttyR 2(b)(1) AND LAttyR 5(a)-(b)**

_____ Esq., hereby submits this [Unopposed] Motion for Leave to Provide Limited Scope Representation Pursuant to D.C.COLO.LAttyR 2(b)(1) and LAttyR 5(a) and (b), and in support thereof, states as follows.¹

REQUEST FOR RELIEF

1. D.C.COLO.LAttyR 2(b)(1) permits an attorney to provide limited scope legal representation to unrepresented parties (including unrepresented prisoners) in civil actions in accordance with Colo. RPC 1.2(c), when ordered by the Court, and subject to D.C.COLO.LAttyR 5(a)-(b).

2. Colo. RPC 1.2(c) provides in part:

A lawyer may limit the scope or objectives, or both, of the representation if the limitation is reasonable under the circumstances and the

¹ Note that effective Dec. 1, 2017, there is no longer a need for a Certificate of Conferral for matters concerning entry and withdrawal of appearances of counsel. See D.C.COLO.LCivR 7.1(b)(4).

client gives informed consent.

3. Here, undersigned counsel seeks to enter a limited appearance to represent Plaintiff(s)/Defendant(s) in this action at [her, his, or their] request for the limited purpose of _____ [initiating a case / amending a pleading / preparing and filing a motion / appearing at a conference, hearing, or trial / assisting with a settlement conference / etc.].

4. Accordingly, undersigned counsel respectfully requests that this Court permit [him or her] to enter a limited appearance for the purpose of representing Plaintiff(s)/Defendant(s) in this action to assist with _____ [reasons cited in para. 3 above]. Attached hereto is undersigned counsel's proposed Entry of Appearance to Provide Limited Representation.

5. Plaintiff(s)/Defendant(s) [is/are] currently not represented by counsel. As Plaintiff(s)/Defendant(s) [is/are] a pro se party in this civil action, Plaintiff(s)/Defendant(s) qualify/ies for limited scope representation as permitted by D.C.COLO.LAttyR 2(b)(1).

6. Undersigned counsel is an active member in good standing of the bar of this Court, and thus is permitted to appear on the pro se party's behalf. Undersigned counsel certifies that Plaintiff(s)/Defendant(s) [has/have] both requested and consented to limited representation as proposed herein.

7. In addition, undersigned counsel certifies that, in providing limited scope representation to Plaintiff(s)/Defendant(s), counsel will comply

with all rules of this Court, including the Federal Rules of Civil Procedure, this District's Local Rules, and the Colorado Rules of Professional Conduct as adopted by D.C.COLO.LAttyR 2.

8. Undersigned counsel requests receipt of the Notices of Electronic Filing issued in this matter while counsel is acting in a limited representation capacity and until counsel has been granted permission to withdraw from this case. Undersigned counsel also acknowledges that Plaintiff(s)/Defendant(s) will continue to receive from the court or from the opposing counsel or parties notice of all documents filed in this case by mail.

9. Undersigned counsel certifies that, at the conclusion of _____ [reasons cited in para. 3 above], counsel will move to withdraw in compliance with D.C.COLO.LAttyR 5(b).

10. At the conclusion of this limited appearance, the pro se party has the burden of keeping the Court and the other parties informed where later notices, pleadings, and other papers may be served and understands that he/she has the obligation to prepare for trial or have other counsel prepare for trial; that failure or refusal to meet these burdens may subject him/her to a possible default; and that the dates of any proceedings including trial and holding of such proceedings will not be affected by the completion of the limited appearance of counsel.

WHEREFORE, undersigned counsel respectfully requests that the Court grant this motion for leave to provide limited representation to Plaintiff(s)/Defendant(s) pursuant to D.C.COLO.LAttyR 2(b)(1) and LAttyR 5(a)-(b) for the purpose set forth in paragraph three of this motion, permit undersigned counsel to file the attached Entry of Appearance to Provide Limited Representation, and grant such other and further relief as the Court may deem just and proper.

DATED this ____ day of _____, 20____.

Respectfully submitted,

s/ _____

Name of Attorney

Firm Name

Office Address

City, State, ZIP Code

Telephone Number

Primary CM/ECF E-mail Address

CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of _____, 20____ I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following email addresses:

I hereby certify that I have mailed or served the foregoing document or paper to the following non-CM/ECF participants in the manner (mail, hand-delivery, etc.) indicated by the non-participant's name:

s/ _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. _____

NAME,

Plaintiff(s),

v.

NAME,

Defendant(s).

ENTRY OF APPEARANCE TO PROVIDE LIMITED REPRESENTATION

To the clerk of court and all parties of record:

I hereby certify that I am a member in good standing of the bar of this court, and I appear in this case as counsel for:

_____(Unrepresented Party/Unrepresented Prisoner's Name)_____

_____(Unrepresented Party/Unrepresented Prisoner's Name)_____

_____(Unrepresented Party/Unrepresented Prisoner's Name)_____

Undersigned counsel seeks to enter a limited appearance to represent the pro se party(ies) in this action at [her, his, or their] request for the limited purpose of

_____.

I hereby certify that my client(s), _____(Unrepresented Party/Unrepresented Prisoner's Name)_____, approve(s) the limited representation.

DATED at Denver, Colorado this _____ day of ____, 20__.

Name of Attorney

Firm Name

Office Address

City, State, ZIP Code

Telephone Number

Primary CM/ECF E-mail Address

CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of _____, 20____ I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following email addresses:

I hereby certify that I have mailed or served the foregoing document or paper to the following non-CM/ECF participants in the manner (mail, hand-delivery, etc.) indicated by the non-participant's name:

s/ _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No.

(Name),

Plaintiff,

v.

(Name),

Defendant.

**[PROPOSED] ORDER GRANTING LEAVE TO PROVIDE LIMITED SCOPE
REPRESENTATION PURSUANT TO D.C.COLO. LAttyR 2(b)(1) and LAttyR 5(a)**

PURSUANT to D.C.COLO.LAttyR 2(b)(1) and LAttyR 5(a) of the District of Colorado Local Rules of Practice and for good cause shown, the Motion for Leave to Provide Limited Scope Representation filed by _____, Esq. [filed (month) / (date), 20__; ECF No. __] is **granted**. Mr./Ms. _____ may represent Plaintiff(s)/Defendant(s) for the limited purpose of _____ [i.e., pre-conference attorney-client discussions or appearing as the party's representative during settlement negotiations or other purpose].

At the conclusion of this limited representation, Mr./Ms. _____ shall file a motion for leave to withdraw from providing limited scope representation.

DATED at Denver, Colorado, this __ day of _____, 20__.

BY THE COURT:

United States District / Magistrate Judge

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No.

(Name),

Plaintiff,

v.

(Name),

Defendant.

**MOTION FOR LEAVE TO WITHDRAW FROM LIMITED SCOPE REPRESENTATION
PURSUANT TO D.C.COLO.LAttyR 5(b)**

_____ Esq., hereby submits this Motion for Leave to
Withdraw from Limited Scope Representation Pursuant to D.C.COLO. LAttyR
5(b), and in support thereof, states as follows.

**[CERTIFICATE OF CONFERRAL NOT NECESSARY PURSUANT TO
D.C.COLO.LCivR 7.1(b)(4)]**

REQUEST FOR RELIEF

1. D.C.COLO.LAttyR 5(b) permits an attorney to withdraw, with approval of the Court, upon completion of the limited representation scope or objective agreed with counsel's client. D.C.COLO.LAttyR 5(b) provides:

(b) Withdrawal of Appearance. An attorney who has filed an Entry of Appearance or an Entry of Appearance to Provide Limited Representation or has appeared otherwise in a case may seek to withdraw on motion showing good cause. Withdrawal shall be effective only on court order entered after service of the notice of withdrawal on all counsel of record, any unrepresented party, and the client of the withdrawing attorney. A motion to withdraw must state the reasons for withdrawal, unless the statement would violate the rules of professional conduct. Motions to withdraw based on the completion of the limited

representation shall include a certification by counsel that the service specified in the Entry of Appearance to Provide Limited Representation is complete. Notice to the client of the attorney must include the warning that the client is personally responsible for complying with all court orders and time limitations established by applicable statutes and rules. Where the client of the withdrawing attorney is a corporation, partnership, or other legal entity, the notice shall state that such entity may not appear without counsel admitted to the bar of this court, and that absent prompt appearance of substitute counsel, pleadings and papers may be stricken, and default judgment or other sanctions may be imposed against the entity.

2. Here, undersigned counsel seeks to withdraw from counsel's limited appearance to represent Plaintiff(s)/Defendant(s) in this action at [her, his, or their] request for the limited purpose(s) of _____ [initiating a case / amending a pleading / preparing and filing a motion / appearing at a conference, hearing, or trial / assisting with a settlement conference / etc.], as counsel has completed the service and task(s) as contemplated and agreed upon by counsel and the party.

3. Accordingly, undersigned counsel respectfully requests that this Court permit [him or her] to withdraw from the limited appearance, and on the basis that good cause is shown; counsel **certifies** as completed the service and task(s) to satisfaction, evidenced by [resolution of court proceeding, conference, hearing or trial / drafting and filing of pleading or document for client / completion of settlement discussions, conference or other alternative dispute resolution activity, etc., or _____] [o t h e r reasons cited in paragraph above].

4. At the conclusion of this limited appearance, the pro se party has the burden of keeping the Court and the other parties informed where later notices, pleadings, and other papers may be served and understands that he/she has the

obligation to prepare for trial or have other counsel prepare for trial; that failure or refusal to meet these burdens may subject him/her to legal consequences such as dismissal or default; and that the dates of any proceedings including trial and holding of such proceedings will not be affected by the completion of the limited appearance of counsel.

5. Undersigned counsel requests that all Notices of Electronic Filing issued in this matter be terminated with respect to counsel. Undersigned counsel acknowledges that Plaintiff(s)/Defendant(s) will continue to receive from the court or from the opposing counsel or parties notice of all documents filed in this case.

WHEREFORE, undersigned counsel respectfully requests that the Court grant this motion for leave to withdraw from providing limited representation to Plaintiff(s)/Defendant(s) pursuant to D.C.COLO.LAttyR 5(b).

DATED this ___ day of ____, 20__.

Respectfully submitted,

s/ _____

Name of Attorney

Firm Name

Office Address

City, State, ZIP Code

Telephone Number

Primary CM/ECF E-mail Address

CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of _____, 20____ I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following email addresses:

I hereby certify that I have mailed or served the foregoing document or paper to the following non-CM/ECF participants in the manner (mail, hand-delivery, etc.) indicated by the non-participant's name:

s/ _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No.

(Name),

Plaintiff,

v.

(Name),

Defendant.

**[PROPOSED] ORDER GRANTING LEAVE TO WITHDRAW FROM PROVIDING
LIMITED SCOPE REPRESENTATION PURSUANT TO D.C.COLO. LAttyR 5(b)**

PURSUANT to D.C.COLO.LAttyR 2(b)(1) of the District of Colorado Local Rules of Practice, the Motion for Leave to Withdraw from Providing Limited Scope Representation filed by _____, Esq. [filed _____, 20__; ECF No. ____] is **granted**. Mr./Ms. _____, having represented Plaintiff(s)/Defendant(s) for the limited purpose(s) of _____, has shown good cause for allowing the withdrawal of counsel's representation of the party, upon completion of the written and mutually agreed-upon objective of _____ described in counsel's Entry of Appearance to Provide Limited Representation.

The pro se party is reminded of the party's burden of keeping the Court and the other parties informed where later notices, pleadings, and other papers may be served and of understanding that he/she has the obligation to prepare for trial or have other counsel prepare for trial; that failure or refusal to meet these burdens may subject him/her to legal consequences such as dismissal or default; and that the dates of any proceedings including trial and holding of such

proceedings will not be affected by the completion of the limited appearance of counsel.

All Notices of Electronic Filing issued in this matter are hereby terminated with respect to counsel. Plaintiff(s)/Defendant(s) _____, as pro se party(ies), will continue to receive from the Court or from the opposing counsel or parties notice of all documents filed in this case.

DATED at Denver, Colorado, this ___ day of _____, 20__.

BY THE COURT:

United States District / Magistrate Judge

Sample I Legal Services Agreement

Attorney _____ and Client _____ agree that:
(print client name)

Attorney _____ will provide limited assistance for the following legal problem:

This Agreement is for *this* legal problem only. It does not cover any other legal problem or an appeal of this case, if you lose.

Attorney _____'s "limited representation" in this matter is limited solely to (mark the appropriate choices):

- _____ Brief services - no court appearances
- _____ Assistance with drafting documents
- _____ Advice about negotiations between yourself and the adverse party – no representation at mediation or negotiation with the adverse party or opposing attorney
- _____ "Coaching" or walking you through court procedures
- _____ Other - describe:

Client verifies by signing her/his initials here that client has been informed of the risks and consequences of "limited representation" by Attorney _____, that client agrees to the limits of assistance that will be provided by Attorney _____ as marked above, and that client is consenting to such limited representation.

Client's initials = _____

Attorney _____ will _____ will not _____ represent you in court. You are responsible for knowing when your court hearings are scheduled and you must appear at all court hearings.

Signing this Agreement means you agree to cooperate with Attorney _____. You will:

- Keep your appointments;
- Keep your contact information (address, phone numbers) updated;
- Tell us the truth about your situation;
- Return phone calls;
- Answer any questions about your case;
- Tell Attorney _____ about any changes in your income or assets;
- Not talk to the lawyer on the other side, unless Attorney _____ asks you to, and
- Do other things Attorney _____ may reasonably ask of you.

Attorney _____ can stop assisting you if we have a good reason, such as your income went up or you have not cooperated. But we must tell you what the reason is and give you a chance to tell your side. We can give you this chance only if you have kept your contact information current.

Attorney _____ also may transfer your case to another law firm or _____ attorney or paralegal.

You can tell _____ to stop assisting you at any time. If you are not happy with _____, you can fill out a complaint.

Payment. _____ - will not charge you for legal services. But, you must pay all out-of-pocket costs, including fees for serving papers, copying, depositions, and court costs such as for filing papers at court.

If you cannot afford the court costs, you may ask the court for a Cost Waiver. That means you would not have to pay the court costs. _____ - can advise you about asking for a Cost Waiver.

_____ may ask you for a deposit to cover your out-of-pocket costs. If you deposit more money than needed, we will return the remaining funds to you. If we cannot find you, we may keep your money as a donation.

If you cannot afford to pay for out-of-pocket costs of your case, _____ - may pay the costs for now. But you will have to pay _____ back later even if you lose your case. If your money situation is very bad, _____ may make an exception.

Privacy. _____ - will keep your information private and held in confidence unless you give us permission, or the law requires us to disclose the information. We recommend that you keep your conversations with _____ private because if you tell anyone about our conversations, they may no longer be confidential. _____ will keep your records for ten years, and then we will destroy them.

How your case will end. Although _____ - cannot guarantee how your case will end or make promises to you about the outcome of your case, we can give you our legal opinion and advice. You may win, you may lose, or you may agree to settle with the other side. If you get an offer to settle with the other side, you do not have to settle if you do not want to.

Fill out and sign below if you agree:

I have read and understood this agreement. I have received a copy of this agreement and _____'s Complaint Process.

_____, Attorney signs here: _____ Date:

_____ Client or authorized person signs here _____ Date:

Sample II Legal Services Agreement

| | |
|---|--------------------|
| <p>On _____, 200_, _____(Client) consulted with _____ (Attorney), who performed a conflicts check on _____ for limited scope assistance and advice. At that time, attorney provided the following services:</p> | |
| 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 | |
| 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): | |
| <p>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.</p> | |
| Dated: _____ | |
| Client signature | Attorney signature |

Sample III Legal 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."

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

- **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:
 - Cooperate with Attorney or office by complying with all reasonable requests for information in connection with the matter for which Client is requesting services;
 - Keep attorney or office advised of Client's concerns and any information that is pertinent to Client's case;
 - Provide Attorney with copies of all pleadings and correspondence to and from Client regarding the case;
 - Immediately provide Attorney with any new pleadings or motions received from the other party;
 - Keep all documents related to the case in a file for review by Attorney.
- **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. Legal research and analysis;
 - j. Evaluate settlement options;
 - k. Discovery: interrogatories, depositions, requests for document production;

- l. Planning for negotiations, including simulated role-playing with Client;
 - m. Planning for court appearances, including simulated role-playing with Client;
 - n. Standby telephone assistance during negotiations or settlement conferences;
 - o. Backup and troubleshooting during the hearing or trial;
 - p. Referring Client to expert witnesses, special masters or other counsel;
 - q. Counseling Client about an appeal;
 - r. Procedural assistance with an appeal and assisting with substantive legal argument in an appeal;
 - s. Provide preventive planning and/or schedule legal check-ups;
 - t. 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 or position 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. 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.

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 the State Bar of Colorado 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.

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

a) The client consents, b) the client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively, and c) the client fails to pay Attorney's fees or costs as required by his or her agreement with the Attorney.

Notwithstanding Attorney's withdrawal, Client will remain obligated to pay Attorney at the agreed rate for all services provided, and to reimburse Attorney for all costs incurred before the withdrawal.

At the termination of services under this agreement, Attorney will promptly release all of Client's papers and property to Client on request.

8. Resolving Disputes between Client and Attorney

a. Notice and Negotiation. If any dispute between Client and Attorney arises under this agreement regarding the payment of fees, Attorney's professional services rendered to or for Client, and any other disagreement, regardless of the nature of the facts or legal theories involved, both Attorney and Client agree to meet and confer within ten (10) days of written notice by either Client or Attorney that the dispute exists. The purpose of this meeting and conference will be to negotiate a solution short of further dispute resolution proceedings.

b. Mediation. If the dispute is not resolved through negotiation, Client and Attorney will attempt, within fifteen (15) days of failed negotiations, to agree on a neutral mediator whose role will be to facilitate further negotiations within fifteen (15) days. If the Attorney and Client cannot agree on a neutral mediator, they will request that the local bar association or community based non-profit mediation program select a mediator. The mediation shall occur within fifteen (15) days after the mediator is selected. The Attorney and Client shall share the costs of the mediation, provided that the payment of costs and any attorney's fees may be mediated. Nothing in this provision shall constitute a waiver of Client's rights to State Bar fee arbitration or a trial *de novo* after a State Bar fee arbitration.

9. 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 that 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.

10. 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.

11. 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)

Sample IV: 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).

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 that I have not undertaken. Also, please feel free to consult with another attorney of your choice regarding this revised Agreement before signing and returning it to me.

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

Very truly yours,

Enclosures:

Two copies of Revised Task/Issues Checklist

Return envelope for your convenience

Sample V: Engagement Agreement

[Firm Letterhead]

[Date]

[Pro Se Party's Address and Contact Information]

Re: Engagement Letter, *Civil Action No.* _____

Dear Mr./Ms. _____:

We are pleased to welcome you as a *pro bono* client of _____ (the "Firm"). We appreciate the opportunity to serve as your legal counsel. The purpose of this letter is to confirm the terms of our engagement on your behalf. It sets forth important terms applicable to our representation of you.

1. Client

Our client in this matter is _____ ("Client" or "You").

2. Scope of Engagement

You have asked the Firm to _____. The representation described in this letter is to assist Client solely in the prosecution/defense of your Complaint/against Plaintiff's Complaint for _____ (name of claims or defenses)_____ and referenced above in Civil Action No. _____.

[In Instances of Limited Representation: The representation described in this letter is to assist Client solely for a limited appearance to represent Client in this action at [her, his, or their] request for the limited purpose of _____ (initiating a case / amending a pleading / preparing and filing a motion / appearing at a conference, hearing, or trial / assisting with a settlement conference / etc.). By signing this Engagement Letter, Client acknowledges and agrees that all other tasks and obligations in this action, including compliance with any pending deadlines or any outstanding obligation to respond to a pending motion, are Client's sole responsibility. Client acknowledges and agrees that it is her/his obligation to monitor and review any and all filings, including court orders, in this action.]

We are not agreeing at this time to prosecute or defend any appeal. Further, we have discussed _____ proceedings that have also arisen concerning you. Our representation does not include that proceeding.

3. Staffing

_____ and _____ will be the primary attorneys handling this matter. We will use other attorneys and paralegals to assist in the matter as appropriate, with the goal of providing you the most cost-effective representation.

4. Initial Steps and Conduct of Representation

The Firm will proceed within the Scope of Engagement defined above. We will enter our appearances in this matter and prepare for _____ [an evidentiary hearing/submitting an amended complaint, other reasons cited in section 2 above.] We will talk with you and provide you with relevant documents and correspondence as this matter proceeds. We will communicate with you primarily by email/telephone/written letter/in-person meetings. We are usually able to return phone calls or emails within _____ hours. Please let us know if you ever have any questions or concerns that you would like to discuss with us.

5. Fee Terms

We have agreed to take on this representation on a *pro bono* basis. The Rules of Professional Conduct governing the legal profession state that lawyers should render public interest legal service and that they may discharge this responsibility by providing professional services at no fee or reduced fee to persons of limited means, public service groups, or charitable groups or organizations. We believe the Client has demonstrated financial need and would be burdened by any fees we would normally charge for this work. Accordingly, we will not charge the Client for attorney or other legal professional time in this matter. We may send the Client invoices from time to time, so the Client can keep track of what we are doing on the matter. For record keeping purposes, invoices for work performed may display our standard hourly rates for such work, but we will not seek payment from the Client. Should we be able to recover any attorneys' fees related to this representation, the Client agrees that we may keep those fees as reimbursement for our pro bono time.

6. File Retention Policy

In accordance with Colorado Rule of Professional Conduct 1.16A, the Firm's file retention policy is _____.

We are honored to represent the Client. If the Client agrees to the terms herein, please sign confirming acceptance of the terms of engagement. Please let me know at any time if you have any questions or concerns.

Sincerely,

Law Firm Name

TERMS OF ENGAGEMENT APPROVED AND AGREED TO BY:

By: _____
 (Signature)
 Client Name

Date: _____