

In re: Provisional Rules for Limited Scope :  
Representation in Rhode Island :

**ORDER**

**Section 1.** On June 8, 2015, this Court invited members of the Rhode Island Bar and other interested persons to submit written comments on the subject of limited scope representation in Rhode Island on or before January 15, 2016. We recognized at the time that an attorney’s limited representation of a client may raise potential ethical and procedural concerns. This Court is grateful for the thoughtful and extensive commentary it received from a number of parties on this topic.

After reviewing the written comments submitted, this Court hereby provisionally amends Article V “Rules of Professional Conduct” as set forth in Exhibit A attached hereto. Model forms applicable to these amended rules are attached hereto as Exhibit B. The rules hereby amended shall become effective on the date of entry of this Order and shall remain in effect until further notice.

**Section 2.** This Court recognizes that the provision of limited-scope representation services to litigants in Rhode Island is a novel and, at present, unknown frontier for the bench, bar, and lay public alike. The amendments made to the Rules of Professional Conduct attached hereto as Exhibit A are hereby adopted on a provisional basis to encourage on-going assessment and commentary from interested persons. In furtherance of this goal, this Court hereby directs the chief judicial officers of the Superior, Family, District, and Workers’ Compensation Courts and Traffic Tribunal to monitor the operation of the amended Rules of Professional Conduct in

their respective courts as they relate to limited scope representation and report the results to this Court as needed or one year from the date of entry of this Order.

**Section 3.** This Order is entered pursuant to the powers conferred upon this Court by R.I.G.L. §§ 8-1-2, 8-6-2, 11-27-18, and also pursuant to its constitutional and inherent powers.

Entered as an Order of this Court this *23<sup>rd</sup>* day of *May, 2017*.

\_\_\_\_\_/s/  
Suttell, C.J.

\_\_\_\_\_/s/  
Goldberg, J.

\_\_\_\_\_/s/  
Flaherty, J.

\_\_\_\_\_/s/  
Robinson, J.

\_\_\_\_\_/s/  
Indeglia, J.

# **Exhibit A**

## ARTICLE V. RULES OF PROFESSIONAL CONDUCT

\* \* \*

### RULE 1.1 COMPETENCE

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation. A lawyer and client may agree, pursuant to Rule 1.2, to limit the scope of the representation with respect to a matter. In such circumstances, competence means the knowledge, skill, thoroughness, and preparation reasonably necessary for the limited scope representation.

\* \* \*

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

\* \* \*

~~(c) A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.~~ A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent, but a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning or application of the law.

~~(d) A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent, but a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith~~

~~effort to determine the validity, scope, meaning or application of the law.~~ *Limited Scope Representation.* A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent. The client must provide knowing and informed consent as part of the written limited scope representation engagement or retainer agreement. Upon entering into a written limited scope representation engagement or retainer agreement, an attorney/client relationship arises between the client and lawyer.

*(1) For limited scope representation matters involving only the provision of drafting services, such as drafting a pleading, motion, or other written submission.* The lawyer shall sign the document(s) and disclose thereon his or her identity and the nature and extent of the assistance that he or she is providing to the tribunal and to all parties to the litigation. The lawyer shall also indicate on the written document that his or her signature does not constitute an entry of appearance or otherwise mean that the lawyer represents the client in the matter beyond assisting in the preparation of the document(s). The attorney/client relationship between the client and the lawyer engaged to provide limited scope drafting services shall terminate in accordance with Rule 1.16(d) upon the filing of all document(s) the lawyer was engaged to draft.

*(2) For limited scope representation matters involving court proceedings in connection with, in addition to, or independent of the provision of drafting services.* The lawyer shall make a limited appearance on behalf of the otherwise unrepresented client by filing an Entry of Limited Appearance. This Entry of Limited Appearance cannot be filed until the otherwise unrepresented client also files a pro se appearance in the case. The Entry of Limited Appearance shall state precisely the court event to which the limited appearance pertains. A

lawyer may not file an Entry of Limited Appearance for more than one court event in a civil case without leave of the court and the written consent of the client. A lawyer may not enter a limited appearance for the sole purpose of making evidentiary objections. A limited appearance also shall not allow both a lawyer and a litigant to argue at the same court event during the period of the limited appearance.

(3) *Termination of Limited Scope Representation.* Upon completion of a limited scope representation conducted pursuant to Rule 1.2(d)(2), a lawyer shall withdraw by filing a Notice of Withdrawal of Limited Appearance in the court in which the appearance was made, with written notice to the client. No formal motion to withdraw is required and the Notice of Withdrawal of Limited Appearance when filed will be treated as a withdrawal as a matter of course when the lawyer certifies that the purpose for which the appearance was entered has been accomplished and that written notice of the withdrawal has been given to the client. The Notice of Withdrawal of Limited Appearance shall include the client's name, address, and telephone number, unless otherwise provided by law. The lawyer must file a Notice of Withdrawal of Limited Appearance for each court event for which the lawyer has filed an Entry of Limited Appearance. Such withdrawal shall be done as soon as practicable. A lawyer who seeks to withdraw before the purpose of the limited appearance has been accomplished may do so only on motion and with notice. Upon the submission of the Notice of Withdrawal of Limited Appearance in accordance with this subsection, the representation of the client is terminated in accordance with Rule 1.16(d).

(4) A pleading, motion, Entry of Limited Appearance, Notice of Withdrawal of Limited

Appearance, or any other document filed by a lawyer making a limited appearance under subsections 1 through 3 shall comply with the requirements of Rule 1.2(d).

## COMMENT

### **Effect of Limited Scope Representation Rules**

[1] The amendments made to this Rule are intended to set forth parameters for the fair and effective provision of limited scope representation services in this state and inform attorneys involved in litigation on the basis of a limited scope representation agreement of their ethical and professional responsibilities and obligations. These changes are in no way meant to supplant the authority of the lower courts' rules of civil procedure or rules of practice in the conduct of proceedings before them.

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

~~[1]~~ [2] 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]~~ [3] 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]~~ [4] 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]~~ [5] 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.



### **Independence from Client's Views or Activities**

{5} [6] Legal representation should not be denied to people who are unable to afford legal services, or whose cause is controversial or the subject of popular disapproval. By the same token, representing a client does not constitute approval of the client's views or activities.

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

{6} [7] 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 scope 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} [8] 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 scope 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.

[9] An agreement for a limited scope representation creates the same attorney/client relationship between the client and the lawyer engaged to conduct the limited scope representation as if the parties had entered into a traditional, full-service agreement. Lawyers providing limited scope representation services pursuant to this Rule remain duty-bound to adhere to all obligations imposed by the Rules of Professional Conduct. The provisions of this Rule providing for limited scope representation are not intended in any way to undermine or limit a lawyer's duties or responsibilities to his or her clients or the court.

[10] The provisions of this Rule providing for entry and withdrawal of limited appearances confer no rights upon any lawyer and remain at all times subject to the discretion of the judicial officer before whom the limited scope representation matter is pending. A judicial officer may deny or revoke an entry or withdrawal of limited appearance at any time. Factors a trial justice may consider when denying or revoking an entry or withdrawal of limited appearance include, but are not limited to, situations where such entry or withdrawal would disrupt the proceedings, strain judicial resources, or otherwise pose an undue burden on the court or the other parties to the matter.

~~[8]~~ [11] All agreements concerning a lawyer's representation of a client, including limited scope representation agreements, must accord with the Rules of Professional Conduct and other law. See, e.g., Rules 1.1, 1.5, 1.8 and 5.6.

## **Criminal, Fraudulent and Prohibited Transactions**

~~[9]~~ [12] Paragraph ~~(d)~~ (c) prohibits a lawyer from knowingly counseling or assisting a client to commit a crime or fraud. This prohibition, however, does not preclude the lawyer from giving an honest opinion about the actual consequences that appear likely to result from a client's conduct. Nor does the fact that a client uses advice in a course of action that is criminal or fraudulent of itself make a lawyer a party to the course of action. There is a critical distinction between presenting an analysis of legal aspects of questionable conduct and recommending the means by which a crime or fraud might be committed with impunity.

~~[10]~~ [12] When the client's course of action has already begun and is continuing, the lawyer's responsibility is especially delicate. The lawyer is required to avoid assisting the client, for example, by drafting or delivering documents that the lawyer knows are fraudulent or by suggesting how the wrongdoing might be concealed. A lawyer may not continue assisting a client in conduct that the lawyer originally supposed was legally proper but then discovers is criminal or fraudulent. The lawyer must, therefore, withdraw from the representation of the client in the matter. See Rule 1.16(a). In some cases, withdrawal alone might be insufficient. It may be necessary for the lawyer to give notice of the fact of withdrawal and to disaffirm any opinion, document, affirmation or the like. See Rule 4.1.

~~[11]~~ [13] Where the client is a fiduciary, the lawyer may be charged with special obligations in dealings with a beneficiary.

~~[12]~~ [14] Paragraph ~~(d)~~ (c) applies whether or not the defrauded party is a party to the

transaction. Hence, a lawyer must not participate in a transaction to effectuate criminal or fraudulent avoidance of tax liability. Paragraph ~~(d)~~ (c) does not preclude undertaking a criminal defense incident to a general retainer for legal services to a lawful enterprise. The last clause of paragraph ~~(d)~~ (c) recognizes that determining the validity or interpretation of a statute or regulation may require a course of action involving disobedience of the statute or regulation or of the interpretation placed upon it by governmental authorities.

~~[13]~~ [15] If a lawyer comes to know or reasonably should know that a client expects assistance not permitted by the Rules of Professional Conduct or other law or if the lawyer intends to act contrary to the client's instructions, the lawyer must consult with the client regarding the limitations on the lawyer's conduct. See Rule 1.4(a)(5).

## **RULE 1.5 FEES**

\* \* \*

**(b)** The scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client, in writing, before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate. Any changes in the basis or rate of the fee or expenses shall also be communicated to the client. Where the fee is not fixed or contingent, billings regarding the fees, costs, and expenses shall be provided to the client on a quarterly basis or as otherwise provided in the agreement.

(1) Limited Scope Representation. In any representation in which the lawyer and the client agree that the lawyer will provide limited scope representation pursuant to Rule 1.2, the limited scope representation agreement shall also include the following:

(i) For limited scope representation matters involving only the provision of drafting services, such as drafting a pleading, motion, or other written submission: identification of the proceeding for which the drafting services are being provided; identification of the specific document(s) that the lawyer will draft for the client; certification that the lawyer will file the document(s) with the court's electronic filing system on behalf of the client; and notification to the client that upon the filing of all the document(s) that the lawyer has been engaged to draft, the attorney/client relationship between the lawyer and the client shall terminate in accordance with Rule 1.16(d). Any change in the scope of the limited scope representation requires the client's informed consent and shall be confirmed to the client in writing.

(ii) For limited scope representation matters involving court proceedings independent of the provision of drafting services: identification of the proceeding in which the lawyer will file his or her Entry of Limited Appearance; identification of the court event(s) for which the lawyer will appear on behalf of the client; and notification to the client that after the limited scope representation has been completed, the lawyer will file a Notice of Withdrawal of Limited Appearance with the court, which will serve to terminate the lawyer's obligation to the client as a matter of course. Any change in the scope of the limited scope representation requires the client's informed consent, shall be confirmed to the client in writing, and may also require the lawyer to petition the court for leave to file a new Entry of Limited Appearance in accordance

with Rule 1.2(d)(2).

(iii) For limited scope representation matters involving court proceedings in connection with or in addition to the provision of drafting services: all the requirements set forth in subsections (i) and (ii), above.

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## **RULE 1.16 DECLINING OR TERMINATING REPRESENTATION**

\* \* \*

### **COMMENT**

[1] A lawyer should not accept representation in a matter unless it can be performed competently, promptly, without improper conflict of interest and to completion. Ordinarily, a representation in a matter is completed when the agreed-upon assistance has been concluded. See Rules 1.2(c), 1.2(d), and 6.5. See also Rule 1.3, Comments [4] and [5].

\* \* \*

### **Withdrawal of Limited Appearance**

[4] When the lawyer has filed an Entry of Limited Appearance pursuant to Rule 1.2 and the lawyer has completed the limited scope representation described in the appearance, the lawyer is not required to obtain the permission of the tribunal to terminate the representation before filing a Notice of Withdrawal of Limited Appearance. A lawyer must comply with all the requirements for withdrawing from the limited scope representation as set forth in Rule 1.2; in the absence of such compliance, the withdrawal is not complete.

## **Discharge**

~~[4]~~ [5] A client has a right to discharge a lawyer at any time, with or without cause, subject to liability for payment for the lawyer's services. Where future dispute about the withdrawal may be anticipated, it may be advisable to prepare a written statement reciting the circumstances.

~~[5]~~ [6] Whether a client can discharge appointed counsel may depend on applicable law. A client seeking to do so should be given a full explanation of the consequences. These consequences may include a decision by the appointing authority that appointment of successor counsel is unjustified, thus requiring self-representation by the client.

~~[6]~~ [7] If the client has severely diminished capacity, the client may lack the legal capacity to discharge the lawyer, and in any event the discharge may be seriously adverse to the client's interests. The lawyer should make special effort to help the client consider the consequences and may take reasonably necessary protective action as provided in Rule 1.14.

## **Optional Withdrawal**

~~[7]~~ [8] A lawyer may withdraw from representation in some circumstances. The lawyer has the option to withdraw if it can be accomplished without material adverse effect on the client's interests. Withdrawal is also justified if the client persists in a course of action that the lawyer reasonably believes is criminal or fraudulent, for a lawyer is not required to be associated with such conduct even if the lawyer does not further it. Withdrawal is also permitted if the lawyer's services were misused in the past even if that would materially prejudice the client. The lawyer

may also withdraw where the client insists on taking action that the lawyer considers repugnant or with which the lawyer has a fundamental disagreement.

~~{8}~~ [9] A lawyer may withdraw if the client refuses to abide by the terms of an agreement relating to the representation, such as an agreement concerning fees or court costs or an agreement limiting the objectives of the representation

### **Assisting the Client upon Withdrawal**

~~{9}~~ [10] Even if the lawyer has been unfairly discharged by the client, a lawyer must take all reasonable steps to mitigate the consequences to the client. The lawyer may retain papers relating to the client to the extent permitted by law.

### **In Camera Hearing**

~~{10}~~ [11] Withdrawal from representation under paragraph (a) of this Rule is mandatory. The nature of the factual material underlying withdrawal pursuant to (a)(1) or (a)(2) can be of a very sensitive nature; often delving into the private life of the attorney. It is a goal of the legal profession to encourage lawyers to seek professional treatment for physical or mental disabilities. To spread such material upon the public record would tend to discourage, rather than to encourage the search for assistance. Upon request of a moving attorney, hearings upon motions to withdraw pursuant to paragraphs (a)(1) or (a)(2) of this rule should be held in camera. A decision on the motion ought to consist of a denial or a grant of the motion without elaboration and the transcript of the hearing sealed subject to an order of the court.



## **RULE 4.2 COMMUNICATIONS WITH PERSON REPRESENTED BY COUNSEL**

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 a court order. An otherwise unrepresented client for whom an Entry of Limited Appearance has been filed pursuant to Rule 1.2 is considered to be unrepresented for purposes of this Rule as to any matter other than the subject matter of the limited appearance. When an Entry of Limited Appearance has been filed on behalf of the client, and served on the opposing lawyer, or the opposing lawyer is otherwise notified that an Entry of Limited Appearance has been filed or will be filed, that lawyer may directly communicate with the client only about matters outside the scope of the limited appearance without consulting with the client's limited appearance lawyer.

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## **RULE 4.3 DEALING WITH UNREPRESENTED PERSON**

In dealing on behalf of a client with a person who is not represented by counsel, a lawyer shall not state or imply that the lawyer is disinterested. When the lawyer knows or reasonably should know that the unrepresented person misunderstands the lawyer's role in the matter, the lawyer shall make reasonable efforts to correct the misunderstanding. The lawyer shall not give legal advice to an unrepresented person, other than the advice to secure counsel, if the lawyer knows or reasonably should know that the interests of such a person are or have a reasonable possibility of being in conflict with the interests of the client. An otherwise unrepresented client for whom an Entry of Limited Appearance has been filed pursuant to Rule 1.2 is considered to be unrepresented for purposes of this Rule unless the opposing lawyer has been served with notice

of the limited appearance, or the opposing lawyer is otherwise notified that an Entry of Limited Appearance has been filed or will be filed. In such instance, the otherwise unrepresented client is considered to be unrepresented only with regard to matters outside the scope of the limited appearance.

\* \* \*

### **RULE 6.5 NONPROFIT AND COURT-ANNEXED LIMITED LEGAL SERVICES PROGRAMS**

(a) A lawyer who, under the auspices of a program sponsored by a nonprofit organization or authorized by a court, provides short-term limited legal services to a client without expectation by either the lawyer or the client that the lawyer will provide continuing representation in the matter:

(1) is subject to Rules 1.7 and 1.9(a) only if the lawyer knows that the representation of the client involves a conflict of interest; and

(2) is subject to Rule 1.10 only if the lawyer knows that another lawyer associated with the lawyer in a law firm is disqualified by Rule 1.7 or 1.9(a) with respect to the matter.

\* \* \*

# **Exhibit B**

**LIMITED SCOPE REPRESENTATION ENGAGEMENT AGREEMENT**

\_\_\_\_\_, 20\_\_\_\_

Your Name  
Address  
Telephone Number  
Email Address

Re: Our File No.

Dear \_\_\_\_\_:

Thank you for retaining \_\_\_\_\_ (the Attorney) for a limited scope representation engagement. This document is a Limited Scope Representation Engagement Agreement (the Agreement) that sets out important rights and obligations. The Attorney is required to provide you with this Agreement by the Rhode Island Supreme Court Rules of Professional Conduct. You should read this Agreement carefully and completely, and promptly ask the Attorney any questions you may have. If you agree with the terms of the Agreement, please sign and date on the last page and return the original to the Attorney, retaining a copy for yourself. Please be aware that by signing the Agreement, you are entering into an attorney/client relationship with the Attorney and will be subject to the terms and obligations set forth below.

**The Client.**

It is important for you to understand that you, \_\_\_\_\_, are the client (the Client) under this Agreement. By reason of representing you, the Attorney does not represent any members of your family, or any businesses you may own, manage, or work for. The Attorney can agree to represent someone other than you only by separate written agreement.

**Identification of the Legal Matter.**

You are requesting limited scope representation from the Attorney in the following legal matter (the Matter):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(Indicate the case caption or provide a general description if a case has not yet been filed.)

**Nature of Limited Scope Representation Services to be Provided.**

It is important for you to understand that once you sign this Agreement, the Attorney is not engaged to represent you generally in the Matter. Rather, you have asked the Attorney to represent you by performing certain discrete services as set forth below. The Attorney’s representation of you in the Matter is limited to the following (the Services):

- 1. \_\_\_\_\_;
- 2. \_\_\_\_\_;
- 3. \_\_\_\_\_;

(if applicable, additional Service(s) may be listed in a document attached to this Agreement)

Please be aware of the following additional considerations:

- 1. If you have only engaged the Attorney to provide you with drafting services (such as drafting a pleading, motion, or other legal document in connection with the Matter), the Attorney certifies that he/she will file the document(s) with the court’s electronic filing system on your behalf.
- 2. If you have engaged the Attorney to make one or more court appearance(s) for you in connection with, in addition to, or independent of drafting services (such as to argue a pending motion, but not for the sole purpose of making evidentiary objections), the Attorney will file an Entry of Limited Appearance for each and every court event for which the Attorney will appear on your behalf. You must provide the Attorney with your knowing and written consent to enter an appearance on your behalf for each such court event.

**Completion of Limited Scope Representation Services.**

Upon completion of the Service(s) described above, the attorney/client relationship between you and the Attorney will terminate in accordance with Rule 1.16(d) of the Rhode Island Supreme Court Rules of Professional Conduct, in one of the following ways:

- 1. *If you have only engaged the Attorney to provide you with drafting services (such as drafting a pleading, motion, or other legal document in connection with the Matter):* the attorney/client relationship will terminate immediately after the Attorney files the document(s) with the court’s electronic filing system on your behalf. You will receive notice regarding such filing and the termination of the representation.
- 2. *If you have engaged the Attorney to make one or more court appearances for you in connection with, in addition to, or independent of drafting services (such as to argue a pending motion, but not for the sole purpose of making evidentiary objections):* the attorney/client relationship will terminate immediately after the Attorney files with the court a Withdrawal of Limited Appearance for each and every court event for which the Attorney appeared on your behalf, and notifies you in writing that he/she has filed the Withdrawal(s).

## **Client Responsibilities and Control.**

Except as specifically described in this Agreement, you intend to handle all other aspects of the Matter yourself, including remaining in control of the Matter and being responsible for all decisions made in the course of the Matter. If the Matter is filed in court, you are required to enter your appearance as a pro se litigant on your own behalf before any of the Attorney's obligations under this Agreement begin. Please be aware that the Attorney's representation of you is limited to the Service(s) described above.

## **Communication, Cooperation, and Confidentiality.**

A successful attorney/client relationship requires cooperation, communication, and mutual courtesy and respect between the parties at all times. You will make a full and honest disclosure to the Attorney of all facts, both good and bad, that relate to the Matter, and you will inform the Attorney about any new facts or circumstances that may affect the Matter as they arise or as you become aware of them. You will complete any tasks relating to the Matter that are required by the Attorney in a timely fashion, or let the Attorney know when you cannot do so. You will be on time for all court hearings relating to the Service(s), if any, and for all appointments with the Attorney, or let the Attorney know in advance if you cannot attend or be on time. You will discuss your expectations about what you want to accomplish with the Attorney. When your expectations are not being met, you will immediately talk to the Attorney about it.

You have the right to expect that the Attorney will handle the Service(s) competently and professionally. You have the right to ask questions about the education, training, and experience of the Attorney and of any and all of the Attorney's associates who work on the Service(s), and expect that they will remain current with recent developments in the law that relate to the Service(s). The Attorney will exercise independent professional judgment relating to the Service(s) on your behalf, free from any conflict of interest. The Attorney will work diligently for you and pursue all lawful means necessary to represent you in the Service(s).

The Attorney will respond in a timely fashion to reasonable questions about its progress in handling the Service(s). If you cannot reach the Attorney when you phone him/her, you must leave your name, telephone number, and a brief message. Your email messages and telephone calls will be responded to in a reasonably timely fashion. The Attorney will keep you informed of important developments relating to the Service(s).

Although the Attorney agrees to represent you with regard to the Service(s), you always have the right to make final decisions regarding the Service(s). You must tell the Attorney if you have any concerns or reservations about the advice you are being given about the Service(s). You will be provided with copies of all papers or documents from the Attorney's files relating to the Service(s).

In general, your communications with the Attorney will be confidential, in that a court cannot compel the Attorney to disclose the contents of your communications. Confidentiality can be lost, however. For example, you should avoid disclosing communications from the

Attorney about the Service(s) to anyone else, since the confidentiality that generally accompanies our communications could be compromised or lost. As a general rule, you should not forward email messages sent to you by the Attorney about the Service(s) to anyone else. You must seek the Attorney's advice before discussing any information relating to the Service(s) with others.

### **Fees, Costs, and Expenses.**

Pursuant to Rule 1.5(a) of the Rhode Island Supreme Court Rules of Professional Conduct, the Attorney agrees to charge you a reasonable sum of money to handle the Service(s). You are responsible for the Attorney's fees and for expenses the Attorney reasonably incurs on your behalf in handling the Service(s). The Attorney responsible for this Limited Scope Representation will be \_\_\_\_\_, who has an hourly rate for the Service(s) of \$\_\_\_\_\_.

The Attorney has asked you to pay a retainer in the amount of \$\_\_\_\_\_ for the Service(s) he/she has agreed to perform for you. This retainer is an advance on fees. As time is incurred, the Attorney will bill against the retainer amount until it is exhausted. As we discussed on \_\_\_\_\_, if this amount is exhausted prior to completion of the agreed-upon Service(s), you will then need to forward to the Attorney an additional payment of \$\_\_\_\_\_. The Attorney will provide you with a monthly written statement detailing how the retainer amount has been spent. If the Attorney is able to conclude the Service(s) described in this Agreement with a retainer amount balance remaining, that balance will be promptly returned to you. Any change in the basis or rate of the fee or expenses will be promptly communicated to you in writing.

### **Additional Rights and Obligations.**

You have the right to change attorneys if you are dissatisfied with the limited scope representation you are receiving from the Attorney in providing the Service(s) described in this Agreement. However, in certain circumstances, you may need the court's permission to terminate the attorney/client relationship. It is also important for you to know that the Attorney may decide to stop representing you. This may occur if you do not meet your obligations to the Attorney under this Agreement, or for some other reason. Withdrawal under those circumstances may also require the court's permission. The Attorney will promptly send you notice if he/she decides to stop representing you.

### **File Retention.**

At the conclusion of the Attorney's representation of you as described in this Agreement, you will receive copies of all file materials in the Attorney's possession related to his/her representation of you. All materials maintained by the Attorney will be kept in accordance with his/her document retention policy, a copy of which will be made available to you upon request. Because the Attorney cannot retain files for indeterminate periods of time, you must promptly inform the Attorney, in writing, when you want a complete copy of your file.

**Total Agreement.**

This Agreement represents the total agreement between you and the Attorney as it relates to the Attorney's Limited Scope Representation of you in providing the Service(s). It is based upon the Rhode Island Supreme Court Rules of Professional Conduct and is intended to promote better communication and prevent misunderstandings between you and the Attorney. If you have any questions or if you disagree with or do not understand any of the Agreement's terms, please promptly advise the Attorney of your concerns. By signing and dating on this last page of the Agreement, you signify your agreement with its terms and your understanding of your obligations thereunder.

**Signatures.**

I, \_\_\_\_\_, the Client, hereby acknowledge that I understand and agree to the terms of this Agreement and recognize that it is a limited scope representation engagement for the Service(s) described herein and not a retention agreement for the entire Matter. I understand and agree that the Attorney who is helping me with this limited scope representation is not my lawyer for any other purpose and is not required or expected to give me any legal help beyond the limited scope representation described herein. I understand and agree that if the Attorney is providing me with only drafting services, the attorney/client relationship between us terminates immediately after the Attorney files the document(s) with the court's electronic filing system. I understand and agree that if the Attorney is making one or more court appearances for me in connection with, in addition to, or independent of drafting services, the attorney/client relationship between us immediately terminates after the Attorney files with the court separate Withdrawals of Limited Appearance for each and every limited appearance he or she has made on my behalf, with written notice to me of these filings. I understand and agree to the fee structure described herein.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

\_\_\_\_\_, SC.

\_\_\_\_\_ COURT

PLAINTIFF,

Plaintiff

v.

C.A. No.

DEFENDANT,

Defendant

**ENTRY OF LIMITED APPEARANCE**

1. Pursuant to Rhode Island Supreme Court Rule of Professional Conduct 1.2(d),  
\_\_\_\_\_ (name of counsel) hereby makes a limited appearance  
as attorney for Plaintiff/Defendant/Petitioner/Respondent/Other (\_\_\_\_\_)  
\_\_\_\_\_ (name of party) in the above-captioned action.

Counsel's appearance in this matter is limited to the following court event: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

2. Counsel and \_\_\_\_\_ (name of party) hereby  
certify that they have executed a written Limited Scope Representation Agreement in accordance  
with Rhode Island Supreme Court Rules of Professional Conduct 1.2 and 1.5, whereby Counsel  
will provide limited representation to \_\_\_\_\_ (name of party)  
in this action.

3. Upon completion of the limited representation indicated herein, Counsel shall file  
a Notice of Withdrawal of Limited Appearance with this Court, with service to

\_\_\_\_\_ (name of party), and all opposing counsel, non-represented parties, and all others who are required to receive service via the applicable Court Rules.

Signature of Counsel:

/s/ \_\_\_\_\_  
[Name]  
[Bar Number]  
[Firm]  
[Address]  
[Phone/Fax]  
[Email]

DATE:

Signature of Party:

/s/ \_\_\_\_\_  
[Name]  
[Address]  
[Phone/Fax]  
[Email]

DATE:

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

\_\_\_\_\_, SC.

\_\_\_\_\_ COURT

PLAINTIFF,

Plaintiff

v.

C.A. No.

DEFENDANT,

Defendant

**NOTICE OF WITHDRAWAL OF LIMITED APPEARANCE**

1. Pursuant to Rhode Island Supreme Court Rule of Professional Conduct 1.2(d), \_\_\_\_\_ (name of counsel) hereby withdraws his or her limited appearance as attorney for Plaintiff/Defendant/Petitioner/Respondent/Other (\_\_\_\_\_) \_\_\_\_\_ (name of party) in the above-captioned action. Counsel certifies that he or she has completed the engagement described in his or her Entry of Limited Appearance, dated \_\_\_\_\_.

2. \_\_\_\_\_ (name of counsel) hereby further certifies that written notice of his or her withdrawal from the above-captioned action has been served on \_\_\_\_\_ (name of party), and all opposing counsel, non-represented parties, and all others who are required to receive service via the applicable Court Rules.

3. \_\_\_\_\_ (name of party) will continue to represent himself or herself pro se in the above-captioned action. The contact information for \_\_\_\_\_ (name of party) is as follows:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Counsel:

/s/ \_\_\_\_\_

[Name]  
[Bar Number]  
[Firm]  
[Address]  
[Phone/Fax]  
[Email]

DATE: