

Final

Rhode Island Supreme Court Ethics Advisory Panel Op. 2026-06 Issued July 9, 2026

FACTS

A friend of the inquiring attorney was recently named as a defendant in a personal injury action. The friend's insurance carrier denied coverage, leading the friend to seek representation from the inquiring attorney but, due to cost, ultimately choose to represent him or herself pro se.

Accordingly, the inquiring attorney reports that no written representation agreement exists between him or herself and the friend, and the inquiring attorney has not entered his or her appearance in the matter, drafted or signed any document, or communicated with the court or opposing counsel. However, he or she has rendered the following informal assistance to the friend during the course of the litigation thus far: answering legal questions over the phone or in person; directing the friend to legal resources; generally describing the litigation process; providing the friend with sample documents; orally and via email suggesting language for the friend's answer and certain discovery responses; and commenting on early drafts of the friend's other legal documents.

Following discovery, counsel for a co-defendant has suggested the inquiring attorney's conduct amounts to "ghostwriting," such that he or she has a duty to disclose to the court his or her assistance to the friend pursuant to the limited scope representation provisions of the Rules of Professional Conduct. The inquiring attorney is unsure how to proceed.

ISSUE PRESENTED

The inquiring attorney asks whether his or her assistance to the friend amounts to "ghostwriting," such that he or she is required to disclose such assistance to the court under the limited scope representation provisions of the Rules of Professional Conduct?

OPINION

It is the Panel's opinion that the inquiring attorney's assistance to the friend does not amount to "ghostwriting," such that he or she is not required to disclose such assistance to the court under the limited scope representation provisions of the Rules of Professional Conduct.

REASONING

Rule 1.2(d)(1) addresses the provision of limited scope drafting services in Rhode Island:

(d) 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.

There is no question under Rule 1.2(d)(1) that attorneys providing limited scope drafting services to clients must disclose such assistance to the court. Such assistance must also be underlaid by a written limited scope representation agreement pursuant to Rule 1.2(d). The written agreement “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,” Rule 1.2, Comment [9], and must otherwise “accord with the Rules of Professional Conduct and other law” including, but not limited to, Rules 1.1, 1.5, 1.8 and 5.6. Rule 1.2, Comment [11]. The agreement terminates “in accordance with Rule 1.16(d) upon the filing of all document(s) the lawyer was engaged to draft.” Rule 1.2(d)(1).

The resolution of this matter therefore turns on whether the informal assistance the inquiring attorney provided to the friend constitutes “ghostwriting” or “drafting” services within the meaning of Rule 1.2(d)(1). This is a question of first impression for the Panel.

The Panel does not write on a blank slate, however. Our Supreme Court addressed the issue of ghostwriting in FIA Card Services, N.A. v. Pichette, 116 A.3d 770 (R.I. 2015). In that case, three (3) Rhode Island attorneys prepared pleadings and other documents for filing by others without signing them or otherwise indicating thereon their assistance or participation. The Court blessed this practice with certain caveats relating to disclosure which were later codified into Rule 1.2(d).

In the course of reaching its decision, the Court defined the term “ghostwriting” to mean “providing drafting assistance to a pro se litigant without disclosing his or her identity to the court either by signing the pleading or entering his or her appearance” Pichette, 116 A.3d at 777. Black’s Law Dictionary similarly defines “drafting” to mean “[t]he skill, technique, and practice of preparing operative legal documents such as statutes, rules, regulations, contracts, and wills setting forth the rights, duties, privileges, and liabilities of people and legal entities.”

The upshot of these authorities is that “ghostwriting” requires “preparation or drafting of legal documents” Pichette, 116 A.3d at 781. The Panel finds that the particular facts as described by the inquiring attorney do not evince such conduct here. To be sure, he or she has

engaged in drafting-adjacent activities such as providing the friend with sample documents, orally and via email suggesting language for the friend's answer and certain discovery responses, and commenting on early drafts of the friend's other legal documents. While these activities may have collectively contributed to the finalization of the documents, they do not amount to "ghostwriting" as defined by our Supreme Court because the friend, not the inquiring attorney, was the documents' primary creator, preparer, and ultimate finisher. See Pichette, 116 A.3d at 777. Therefore, the quantum of assistance needed to trigger the requirements of Rule 1.2(d)(1) are absent here and the inquiring attorney need not sign the documents or disclose his or her involvement to the court or parties to the litigation.