



**Limited Scope Representation (LSR):**

**Grow your Practice;**

**Promote Access to Justice**

**2022 ATTORNEY TOOLKIT**

## TABLE OF CONTENTS

PREAMBLE AND INSTRUCTIONS FOR USING TOOLKIT	3
INTRODUCTION TO AND BENEFITS OF LSR	4
TEN TIPS FOR EFFECTIVELY USING LSR IN YOUR PRACTICE	5
FREQUENTLY ASKED QUESTIONS (FROM CT JUDICIAL BRANCH)	7
EXAMPLES OF PERMISSIBLE LIMITED SCOPE SERVICES	10
SAMPLE FORMS AND DOCUMENTS	11
ENGAGEMENT LETTER FOR LSR WITH CHECKLIST	11
ENGAGEMENT LETTER FOR LSR BILLED HOURLY	16
ENGAGEMENT LETTER FOR PRO BONO LSR SHORT FORM	22
CLOSING LETTER	24
COURT FORMS	25
LIMITED APPEARANCE	25
CERTIFICATE OF COMPLETION OF LIMITED APPEARANCE	28
CHECKLIST OF TASKS TO BE APPORTIONED	29
FLOW CHARTS	31
LSR FLOW CHART FOR ATTORNEYS	31
LSR FLOW CHART FOR CLIENTS	32
LSR PAMPHLET FOR CLIENTS (FROM CT JUDICIAL BRANCH)	33
EXCERPTS OF KEY RULES RELATED TO LIMITED SCOPE REPRESENTATION	35

## **PREAMBLE AND INSTRUCTIONS FOR USING TOOLKIT**

This toolkit contains information, sample materials, checklists, and tips which can be used to help attorneys successfully offer limited scope representation, also known as unbundled services. The toolkit is intended to provide guidance and suggestions only; attorneys should exercise their professional judgment to tailor all materials for their particular practice and ensure compliance with all relevant rules and statutes. These materials were created, compiled, or modified by the Connecticut Bar Association (CBA) to provide a starting point for attorneys and are not meant to be an authoritative source of what is permitted in CT. Except as otherwise noted herein, the materials have *not* been adopted or endorsed by the Connecticut Judicial Branch, the Statewide Grievance Committee, or any official governing body.

The CBA is grateful to the following individuals and entities who provided resources that were, with permission, included in this toolkit and/or modified for use in CT:

- American Bar Association (ABA)
- Chicago Bar Foundation
- Connecticut Fair Housing Center
- Connecticut Judicial Branch
- Dugo Law
- Institute for the Advancement of the American Legal System (IAALS)
- Jeff Gentes, Managing Attorney, Connecticut Fair Housing Center
- Jessica Bednarz, Associate Director of Innovation & the JEP, Chicago Bar Foundation
- Katy Drahos, Access to Justice Director, Minnesota State Bar Association
- Michael Houlberg, Manager, Institute for the Advancement of the American Legal System (IAALS)
- Minnesota Unbundled Law Project
- Sue Talia, Limited Representation Committee, CA Commission on Access to Justice
- Tara Dugo, Principal, Dugo Law

For the most current version of this toolkit and other resources and information about LSR, visit the CBA's LSR website: <https://www.ctbar.org/members/limited-scope-representation-resources>. For questions about using LSR in CT, please reach out to members of the CBA's Limited Scope Representation Committee or CBA Director of Access to Justice Initiatives, Jenn Shukla.

## INTRODUCTION TO AND BENEFITS OF LSR

### INTRODUCTION TO LSR

- ❖ Tens of thousands of Connecticut individuals cannot afford an attorney to represent them for their *full matter*, but can afford to hire an attorney for *part of a matter*.
- ❖ In Connecticut, legal disputes that have the greatest impact on personal safety, wealth, and stability, such as foreclosures and family matters, also have significant numbers of self-represented litigants, who may be unable to afford traditional legal fees for full representation.

Limited Scope Representation (LSR), or unbundled legal services, offers a potential "win-win" solution to these challenges. LSR refers to matters in which a client hires an attorney to assist with specific elements of a matter such as legal advice, document preparation or document review, or a limited appearance in court. The client and attorney agree on the specific discrete tasks to be performed by the client and the attorney. Depending on the nature of the attorney's involvement, the attorney may or may not enter a limited or full appearance with the court. The client represents themselves in all other aspects of the case. LSR is specifically allowed by the CT Rules of Professional Conduct. (CT Rules of Professional Conduct, Rule 1.2(c)).

### BENEFITS OF LSR

- ❖ Expand your client base to reach more paying clients
- ❖ Increase revenues
- ❖ Reduce the stress of clients getting invoices for large amounts they cannot afford to pay
- ❖ Provide meaningful pro bono or low bono representation without the risk of becoming entangled in a complex and long legal matter
- ❖ Set clear limits in advance for entering and *exiting* a case. Once you file a Limited Appearance form with the court, your representation in court is *automatically terminated* when you file the required Certificate of Completion of Limited Appearance form without a withdrawal or appearance hearing.
- ❖ Relieve some of the burden placed on the judicial system by huge numbers of self-represented litigants who may not be familiar with rules of procedure or legal processes
- ❖ Have happier clients with greater self-determination and control over their legal situations
- ❖ Avoid situations where a client runs out of funds just when they need an attorney most
- ❖ Help narrow the access to justice gap in CT and meet your Rule 6.1 ethical duty to provide pro bono services
- ❖ Represent clients in a way that works for you based on your experience, skills, and time availability

## TEN TIPS FOR EFFECTIVELY USING LSR IN YOUR PRACTICE

1. **Represent LSR clients with the same competence, diligence, and ethics you would use in any of your full representation matters.** Limiting the scope of your representation does not limit your ethical obligations to the client, including the duty to maintain confidentiality, the duty to act competently, the duty not to communicate with another person known by you to be represented by legal counsel in the matter (absent written permission from counsel to do so), and the duty to avoid conflicts of interest. It is also important to note that limiting the scope of your representation does not limit your exposure to liability for work you have agreed to perform.
2. **Explain the “why.”** Limited scope matters are pursued in partnership with the client. A client who understands the “big picture” and the tradeoffs will not only be more successful in self-representation but also less likely to blame you for unwanted outcomes.
3. **Be sure to get informed consent and use a strong engagement letter.** In CT, attorneys need informed consent to provide limited rather than full representation. You should talk to the client about what tasks you will do and what tasks the client will do. You’ll want to give the client an accurate estimate of costs and when and how they will pay. Most importantly, once you and the client are in agreement about the scope of the representation, memorialize the scope of the representation in a carefully written engagement letter, which the client should sign. A signed engagement letter will help prove that the client provided informed consent if any issues arise. You must ensure that there is no misunderstanding about what limited services you have agreed to perform. In addition to the scope of the representation, the engagement letter should contain clear information about the fee structure.
4. **Make sure the scope of your representation is reasonable.** Although you and your client have substantial latitude in limiting the scope of your representation, the limitation must be reasonable under the circumstances. When determining what is reasonable, you should consider the client’s abilities to advocate for themselves or find other assistance. In some cases, you may need to advise a client that they should seek other legal counsel for all or part of a matter. As with all communications, if you advise the client to seek other counsel, you should document that recommendation in writing.
5. **Give yourself enough time.** Pay particular attention to prospective clients who have last-minute emergencies and seek limited scope representation. Limited scope representation does not mean that you do not have to provide competent assistance or zealous advocacy. Being pressured to conduct a “quick document review” because of an upcoming deadline is much riskier if you will only be involved in that brief transaction. Consider advice on ways to move the deadline, if possible, to allow adequate time for review or representation.

6. **File a Limited Appearance.** If you will be appearing in court or filing pleadings with the court as part of your limited representation, file a Limited Appearance Form (JD-CL-121). That way the court knows which parts of the case you will be handling. Be specific and clear about the scope of your representation. If they don't already have an appearance on file, your client will also need to file an appearance too so they can be reached about the parts of the matter outside the scope of your appearance.
7. **Memorialize any changes in the scope of your limited representation as they occur.** Never do work outside the scope of the original retention without a new agreement signed by the client. Be sure that you and the client both sign off on any changes in scope. If you have filed a Limited Appearance form with the court, any changes to the scope of representation require that you file a new Limited Appearance reflecting the change(s).
8. **Use the Judicial Branch's Certificate of Completion of Limited Appearance.** Attorneys who have filed limited appearances are required to file a Certificate of Completion of Limited Appearance (JD-CL-122) once they have completed the limited representation instead of a Motion to Withdraw Appearance. When a Certificate of Completion of Limited Appearance is filed and served on the client, the attorney's representation of the client in the case is *automatically* terminated. No hearing is required, and there is no need to show good cause or use a discretionary standard. In the limited scope representation context, a Certificate of Completion of Limited Appearance lets attorneys accept a representation knowing that they will be able to exit from the case cleanly once they have concluded their portion of the case.
9. **Let the client know when your involvement has ended.** There should be no surprises either to you or the client about when your involvement in the matter has ended, and no unstated expectations of continued participation on your part. Send out a letter at the end of your involvement in a limited scope matter. A sample closing letter is included in the materials. Notify the client that you believe you have completed your part and advise them to get in touch with you immediately if they disagree.
10. **Use good judgment.** Many of these suggestions apply equally to full-service representation. Your limited scope clients are likely to be more satisfied than your full-service clients if you follow these simple practices. These practices don't take much effort and will enable you to represent more paying clients or engage in meaningful pro bono work.



The mission of the Connecticut Judicial Branch is to serve the interests of justice and the public by resolving matters brought before it in a fair, timely, efficient and open manner.

## Limited Scope Representation

### Frequently Asked Questions

1. [What is Limited Scope Representation?](#)
2. [What is an example of Limited Scope Representation?](#)
3. [Do the Connecticut Rules of Practice currently allow attorneys to limit the scope of their services?](#)
4. [Who can provide Limited Scope Representation?](#)
5. [What criteria should an attorney use to determine whether Limited Scope Representation might be appropriate?](#)
6. [How does a lawyer file a Limited Appearance?](#)
7. [What happens after the attorney completes his or her limited representation?](#)
8. [What impact might filing a limited appearance have on opposing counsel's scope of communication with the client and attorney?](#)
9. [Can the attorney and client agree that the attorney will extend representation beyond the scope of the limited appearance?](#)
10. [Who gets served notice of any pleadings once a Limited Appearance has been filed?](#)
11. [What duties does the attorney owe the client when providing limited scope representation?](#)

#### 1. What is Limited Scope Representation?

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

#### 2. What is an example of Limited Scope Representation?

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

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

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

Yes. Under Connecticut's rules of practice and rules of professional conduct, an attorney may limit the scope of their representation if the

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

[Top](#)

#### **4. Who can provide Limited Scope Representation?**

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

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

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

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

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

[Top](#)

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

When an attorney completes his or her limited representation of a party in accordance with the Limited Appearance which clearly defined the scope of the appearance, the attorney must file a [Certificate of Completion of Limited Appearance, form JD-CL-122](#). A *Certificate of Completion of Limited Appearance* form is available in all Clerk's Office, Court Service Center and Law Library locations and on the Judicial Branch website. The *Certificate of Completion of Limited Appearance* form must be filed with the court and copies must be provided to the client and opposing counsel or opposing party if unrepresented. After the *Certificate of Completion of Limited Appearance* form is filed, the attorney's obligation to continue to represent the client is terminated. The attorney does not have to file a Motion for Permission to Withdraw his or her appearance or obtain the court's permission to no longer participate in the proceeding. The client will have no right to object.

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



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

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

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

[Top](#)

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

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

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

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

[Top](#)

## Examples of Permissible Limited Scope Representation

LSR works in a wide range of practice areas and in both litigation and transactional practices. Below are examples of unbundled services that have proven successful. Please note this is not an exhaustive list. Not every case and/or client is appropriate for LSR. Before providing LSR, attorneys must assess whether limiting the scope of the representation is reasonable under the circumstances and obtain informed consent from the client.

- ❖ Providing legal advice to an individual about a case or a legal problem they are involved in
- ❖ Drafting documents or pleadings for filing by an individual who is self-represented (commonly referred to as ghostwriting). Final document must include notation that it was prepared with the assistance of counsel
- ❖ Legal coaching such as providing guidance about legal or court processes such as how to introduce evidence, how to cross examine a witness, general courtroom decorum and procedure
- ❖ Filing a limited appearance where the attorney represents the party in court for a particular motion, but not an entire case
- ❖ Reviewing drafts of documents prepared by a client
- ❖ Preparing a witness or party for a deposition or testimony
- ❖ Drafting a demand letter
- ❖ Representing a self-represented litigant at a deposition
- ❖ Representing a self-represented litigant during settlement negotiations
- ❖ Preparing child support guidelines worksheets
- ❖ Drafting or reviewing a contract or an agreement
- ❖ Handling discovery only
- ❖ Representing a client during a mediation or arbitration
- ❖ Helping a client fill out or prepare forms or documents

## **SAMPLE LETTER 1: ENGAGEMENT AGREEMENT FOR LSR WITH CHECKLIST**

---

### **Engagement Agreement for Limited Scope Representation Flat Fee**

This agreement (Agreement) is made between Client, [CLIENT NAME], and Attorney, [LAW FIRM NAME]. Attorney only represents the Client. Attorney does not represent any other person in this matter. The Client understands that the Client is engaging [LAW FIRM] and not a particular lawyer. Different lawyers and professionals at [LAW FIRM] may work on the client matter.

#### **1. The Scope of the Representation.**

- a. Attorney will provide legal services that are limited to the following:

[DESCRIBE SCOPE OF REPRESENTATION – BE AS SPECIFIC AS POSSIBLE]

- b. If applicable, the Attorney will enter a limited appearance in the following court proceeding:

[IDENTIFY COURT PROCEEDING BY CASE NAME, COURT, AND DOCKET NUMBER]

- c. The Attorney will appear at the following court events:

[LIST ANY HEARINGS THE ATTORNEY WILL ATTEND ON BEHALF OF THE CLIENT].

- d. Client and Attorney have discussed the difference between full representation and limited scope representation and agree that limited scope representation is an appropriate option for Client at this time based on Client's matter, abilities, goals, and budget.

#### **2. Attorney Tasks.**

- a. **Assigned Services.** Client and Attorney have completed the Attorney and Client Task Assignment Checklist (Checklist) and attached it to this document. Attorney is only responsible for completing the services marked "Yes" in the "Attorney To Do" column of the Checklist. Client is responsible for completing all other tasks, including, but not limited to, those tasks marked "Yes" in the "Client To Do" column of the Checklist. *[Note: This sample form assumes the Attorney and Client will complete the Checklist and append it to the Agreement. If an attorney chooses not to do this, the Attorney should outline in the Agreement which tasks they will and will not be responsible for during the engagement.]*

- b. **Additional Services.** If Attorney will provide additional services not listed above, Attorney and Client will complete and sign a new Engagement Agreement. Client will pay additional fees (to be agreed upon by Client and Attorney) for any additional services.
  - c. **Limited Court Appearance and Completion of Appearance.** If the Attorney Tasks described above include attending a court proceeding or filing court documents, the Attorney will file a Limited Appearance form with the Court. Once the Attorney completes the Attorney Tasks described above, the Attorney will file a Completion of Limited Appearance form with the court, which will automatically terminate the Attorney's involvement on behalf of the Client with the court. The Client may not have an option to object or respond to the Completion of Limited Appearance. After filing a Completion of Limited Appearance form, the Attorney will not go to Court with the Client or file any documents with the Court.
- 3. Client Responsibilities.** Client will handle all parts of the case except those that are described in the Attorney Tasks above. Client will be in control of the case and will be responsible for all decisions made during the case. Client agrees to:
- a. Cooperate with Attorney and Attorney's staff by promptly giving them all information they reasonably request about the case.
  - b. Promptly tell Attorney anything they know about the case, including any concerns they have, and to update Attorney as new information or concerns arise.
  - c. Promptly provide Attorney with copies of all court documents and other written materials that Client receives or sends out about the case.
  - d. Immediately provide Attorney with any new court documents, including pleadings or motions, received from the other party or the other party's attorney.
  - e. Keep all documents related to the case together and organized in a file for Attorney to review as needed.
  - f. Maintain an active phone number and email address by which Attorney can communicate with Client about the representation and where Client can receive documents and notifications from Attorney. Client will check their voicemail and email account at least once every day. If there are circumstances that prevent Client from doing this, Client will decide what the best way for Attorney to communicate with Client is and will provide written notice to Attorney of their decision.
  - g. If the Attorney is filing a Limited Appearance form, the Client will also need to file their own Appearance form with the court for all court communications and events outside the scope of this representation.

#### 4. Payment for Services.

- a. **Legal Fees.** In exchange for the legal services provided by Attorney, Client agrees to pay a flat fee of \$ [INSERT AMOUNT OF LEGAL FEES]. Client has selected the payment option below that works best for them.

\_\_\_\_\_ Client will pay the entire flat fee listed above when this Agreement is signed.

\_\_\_\_\_ Client will pay a partial fee of \$\_\_\_\_\_ when this agreement is signed. Client will pay the remaining \$\_\_\_\_\_ on or before \_\_\_\_\_.

\_\_\_\_\_ Client will pay off the flat fee listed above in installments as described here: \_\_\_\_\_.

\*For Limited Scope Representations, many attorneys or clients prefer using flat fee arrangements that provide potential clients with predictability and certainty. Attorneys have the option of offering other fee arrangements to clients, including, but not limited to, offering their services on an hourly basis or pro bono, and if they do so, they should customize this provision to reflect that pricing model.

- b. **Additional Costs and Expenses.** The Legal Fees above do *not* include costs and expenses incurred to provide those services. In addition to the Legal Fees above, Client agrees to pay any costs and expenses incurred by the Attorney including, but not limited to, fees associated with filing the case, private investigators, expert witnesses, court reporters and transcripts, service of subpoenas, and travel expenses which Attorney considers necessary and proper for the preparation and execution of the Attorney's commitments. Attorney will seek Client's approval before incurring these costs and explain why these costs are necessary to accomplish Client's goals. Client agrees to pay costs and expenses within thirty (30) days of receiving an associated invoice.

5. **No Guarantees of Outcome.** The Attorney has not made any promises or guarantees that their involvement in the case will cause a certain outcome or result. Despite the Attorney's competent services, Client may not win their case or achieve their desired outcome; the Client is responsible for the Legal Fees and costs and expenses described in this Agreement even if the Client would have preferred a different outcome. The Attorney promises to provide competent representation to Client including the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

6. **Termination.** Client and Attorney have entered into a voluntary relationship and may end that relationship at any time for any reason. Some reasons the Attorney may end the relationship include the following: if Attorney learns that Client has misrepresented or failed to disclose material facts to Attorney, if Client refuses or fails to follow Attorney's legal advice without good reason, if Client fails to cooperate in the representation, if

Client is dishonest with Attorney or a court, or if Client fails to make the agreed upon payment(s).

If the Attorney Client relationship is terminated prior to completion of the Attorney tasks described in this letter, Client is responsible for payment of all outstanding costs and expenses incurred prior to termination. In addition, Client shall pay and Attorney shall have a right to keep a reasonable portion of the total Legal Fees described in this Agreement based on the time, effort, and legal services performed prior to termination.

- 7. Disputes about Legal Fees.** The Client and Attorney agree that if they have any disagreement about the Legal Fees owed or paid by the Client, they will submit the dispute to mandatory arbitration with the CBA's Resolution of Legal Fee Disputes Program. The CBA Resolution of Legal Fee Disputes Program is currently free to participants. The CBA arbitrator will make a binding decision about the amount of Legal Fees owed; by using the CBA Program, the Client and Attorney waive any right they may have had to have a court or jury determine the amount of Legal Fees owed or to receive any punitive damages. [\*Provision may be replaced to refer to other methods of fee dispute resolution such as court proceedings].
- 8. Release of Client's Documents and Property.** Once all of Attorney's Tasks are performed, or the attorney client relationship terminates, Client may request that Attorney return all of the Client's original documents or property to Client. In addition, Client may request a copy of their client file, which includes all documents given by Client to Attorney and any documents the Attorney received from or provided to a court, agency, or third party. The client file may *not* include, and Attorney is *not* required to provide Client with, any notes, summaries, or research created by the Attorney for their own use and not previously shared with Client or other parties. If Client requests a copy of the client file and/or return of documents or property, Attorney will provide the requested materials within a reasonable period of time. The Client may be required to pay any costs of copying, printing, or delivering the requested items. The Attorney will maintain a copy of the client file for at least seven years after the representation ends. After seven years, the Attorney may dispose of the client file, or any papers and property for any reason including privacy or limitations on storage space.
- 9. Other Provisions.** Any disputes about this Agreement will be governed by Connecticut law. This Agreement may only be modified or changed by a writing signed by both Client and Attorney.
- 10. Client has carefully read this Agreement and understands all of its provisions. Client agrees with the following statements (Client should initial each one):**

  - a. \_\_\_\_\_ The services that I want Attorney to perform in my case are identified in this Agreement or any related Checklists. I take responsibility for all other aspects of my case, including, but not limited to, those tasks assigned to me under the "Client To Do" column in the Checklist.

- b. \_\_\_\_\_ Attorney discussed the difference between full representation and limited scope representation with me.
- c. \_\_\_\_\_ I will pay the Legal Fees and other expenses as described in this Agreement.
- d. \_\_\_\_\_ I understand this Agreement and am entering this Agreement voluntarily.

**Client Signature** \_\_\_\_\_

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

**Attorney Signature** \_\_\_\_\_

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

Note: Sample letter is based on Chicago Bar Foundation’s model engagement letter and has been modified by the CBA for use in CT. Checklists referenced in this Sample are included separately in this Toolkit.

## **SAMPLE LETTER 2: ENGAGEMENT AGREEMENT FOR LSR BILLED HOURLY**

---

**[DATE]**

**VIA ELECTRONIC MAIL to [CLIENT'S EMAIL ADDRESS]**

**[Client's Full Name]**

***Re: Limited Scope Representation Agreement – [Matter's Issue]***

Dear **[Client's First Name]**:

This letter is being sent to establish our agreement about [LAW FIRM's] (the "Firm's") representation of you in connection with your **[Matter's Issue]**. Please review it carefully. It is intended to create a contract that binds us.

We will represent you and handle the pending issues relating to your **[Matter's Issue]**. The services we will provide include **[List Services Attorney Will Provide]**. We will resolve the matter through negotiations and/or presentation before a tribunal, if necessary. The scope of this agreement does not cover other issues or services outside of those set forth above. Therefore, we will be filing a limited scope appearance pursuant to Connecticut Practice Book §3-8. If you do not already have one on file with the court, you will be required to file an appearance in addition to our limited scope appearance. You understand that once the scope of work set forth above is finished, we will file a Certificate of Completion with the court, pursuant to Connecticut Practice Book §3-8, thereby terminating our representation of you. If you wish to expand the scope of representation, a separate and distinct representation agreement will be necessary.

We will keep you fully informed about the status of your case. We will routinely send you copies of salient incoming and outgoing correspondence and court papers. We maintain our files electronically. You agree that you will assume responsibility for the retention of any original files. At the conclusion of this matters as pursuant to this Agreement, we will retain your file for a period of seven (7) years. At the expiration of the seven (7) year period, the Firm will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge costs associated with researching, retrieving, copying and delivering such files.



We will promptly return telephone calls. You agree to keep us informed about any information or developments that could impact your case including changes in residence, employment, or health. You agree to promptly provide us with all written communications pertaining to the issues covered by our representation.

We may request information and documentation relevant to your case. You agree to promptly cooperate with those requests. It is important that you listen to, and strongly consider, the advice we give you.

All material developed or received as part of the case, including drafts of any kind, intraoffice communications, memoranda, and any other data (including data stored in any format for use in tax, accounting, or other software) shall be considered “Work Product.” We agree that the Firm’s Work Product is not part of the Client File and will not be available to you at any time for any reason.

Disputed court hearings may be necessary. The scheduling of those hearings is often beyond a lawyer’s ability to control. Results are impossible to guarantee. While we will, based upon education and experience, share our thoughts about likely outcomes, it is impossible for anyone to precisely predict any particular outcome.

The initial retainer for our representation is \$\_\_\_\_\_. I will charge you at the rate of \$\_\_\_\_\_ per hour. My associate will charge you at the rate of \$\_\_\_\_\_ per hour. My paralegal will charge you at the rate of \$\_\_\_\_\_ per hour. Time will be billed in 1/10th of an hour increments. When the retainer balance drops below 50% of the original amount, you agree to promptly forward an additional retainer in an amount sufficient to replenish the account to its initial level. Upon receipt of the initial retainer and a fully executed copy of this agreement, our limited scope representation will begin.

In addition to time charges, you will be responsible for expenses and disbursements. These may include transcript costs, imaging charges, courier fees, postage, computer-based legal research usage charges, parking, tolls, or other travel expenses.

We will submit itemized statements which will detail the time spent on your case (including telephone calls, e-mails and travel time) and expenses and disbursements. Those statements will usually be prepared monthly and will be paid from your retainer account.

This Firm participates in a program mandated by the judges of the Superior Court which provides for the use of interest earned on clients' funds to provide for the funding of legal services to the poor and of law scholarships based upon need. That interest is generated by placing retainers in an interest-bearing account. The interest is paid to an organization designated by the judges of the Superior Court. Each retainer you pay the Firm will be placed in such an account.

If you exhaust your retainer and fail to replenish it in within sixty (60) days of the request for a retainer replenishment, then you agree to pay a charge equal to one (1%) percent per month on any unpaid amounts that you owe to the Firm. In addition, you agree to pay to the Firm any and all costs that the Firm incurs to enforce the terms of this Agreement, including, but not limited to, attorneys' fees and experts' fees incurred by the Firm, whether or not a civil action has actually been initiated, as well as all prejudgment and statutory interest allowable by law.

No modification of any of the terms of this agreement will be valid unless they are in writing.

The total amount of legal fees, expenses, and disbursements cannot be accurately predicted. Legal fees will, to a large extent, depend upon the reasonableness of the parties and counsel involved. For your convenience, we can accept payments via credit/charge/debit card. However, you agree to be responsible for any fees charged by the credit card processing company in connection with this form of payment.

All fees charged to you are earned at the time work is performed by an attorney or other staff member, and you are obligated to pay those fees irrespective of the results achieved or the termination of the attorney-client relationship prior to the conclusion of your case.

Under certain circumstances, it may be possible to obtain payment of some or all of your legal fees by [Opposing Party]. If that occurs, any amounts received will be received will be credited against amounts owed by you. However, the obligation to pay legal fees is yours and

[Opposing Party]'s unwillingness or inability to pay will not affect that obligation. Any time/costs expended in seeking to obtain payment by [Opposing Party] will be charged to you.

It may be advisable to engage an expert in your case. Experts include forensic psychologists, mental health experts, business valuers, earning capacity experts and the like. Experts often require retainers before performing services. If it is necessary to hire an expert, you will be responsible for paying the expert's retainer and fees.

You may terminate our representation at any time for any reason or for no reason. In that event, either you or a lawyer representing you will have to file an appearance with the Court. We will promptly submit a final statement for services rendered. If any balance is owed us, you will promptly pay it. If a balance remains in your retainer account, we will promptly return it to you.

If we no longer wish to represent you, we will ask the court to end our representation of you. Examples of circumstances where this may occur is:

- (1) your asking us to engage in illegal, fraudulent, or unethical conduct;
- (2) your insistence on pursuing a course of conduct that we find to be repugnant;
- (3) your knowingly providing us or the court with false information;
- (4) your failure to cooperate with our requests for information and documentation;
- (5) your disregard of advice about matters of critical importance to your case; or
- (6) your failure to promptly pay legal fees.

In the event that you and this Firm, its individual attorneys and/or paralegals have a dispute arising out of or relating to any aspect of our relationship, including, but not limited to, issues pertaining to payment of attorney's fees and/or disbursements, or issues pertaining to the quality or adequacy of this Firm's representation of you and/or your interests, the Firm and/or its employees all agree to submit any and all disputes to binding arbitration in lieu of litigating our

disputes in a court of law. You and this Firm both agree to waive any statutory or common law claims to any punitive damages awards.

We agree that any and all disputes between you, the Firm and/or its employees shall be adjudicated by one arbitrator who shall be an attorney licensed to practice law in the State of Connecticut, and who shall be a member of the Connecticut Bar Association's Family Law Section, and who shall maintain offices in \_\_\_\_\_ County. We agree to jointly select an arbitrator within two weeks of the date on which a written demand for arbitration is made. In the event that we are unable to agree upon an arbitrator, then you and this Firm shall each select and employ an arbitrator who meets the above qualifications, and those two arbitrators shall in turn jointly select a third arbitrator who also meets the above qualifications. The three arbitrators shall, as a panel, collectively arbitrate any issue submitted to the panel, and the resolution of any issue submitted shall be determined by a majority vote of the members of the panel. We agree that any disputes shall be governed by Connecticut law, and that any dispute will be arbitrated not later than sixty (60) days subsequent to the submission of the issue to the arbitrator, or panel, as the case may be. You, this Firm and its employees expressly agree to be bound by the decision of the arbitrator/panel, and we agree to waive the right to conduct discovery during the arbitration, and to a trial by a Court or a jury concerning any dispute that we may have. Both you and this Firm also waive any right to appeal the decision of the arbitrator/panel, and we further agree that the arbitrator's/panel's decision shall, at either party's request, be entered as a judgment by a judge of the Superior Court of the State of Connecticut. We further agree that the arbitrator's/panel's finding shall be completely confidential, and shall not be disclosed to third parties other than to our legal representatives, and to the Superior Court of the State of Connecticut to the extent necessary for the purpose of converting the decision into a judgment (if a party elects to obtain a judgment).

The cost of the arbitrator's/panel's fees shall be paid in its entirety at the conclusion of the arbitration by the party who does not prevail as a result of the arbitration process. Prior to the adjudication of these issues by the arbitrator/panel, the parties shall share equally the fees of the arbitrator/panel and the losing party shall reimburse the prevailing party the costs that the prevailing party paid to the arbitrator/panel. Any party who fails to pay equally the fees of the arbitrator(s) while the action is pending shall be defaulted, and the arbitrator shall make an award

against the defaulted party after convening a hearing in damages within thirty (30) days of the default. In the event that the arbitrator's/panel's decision does not designate which party prevails, then the parties agree that the arbitrator/panel shall determine which party shall be responsible to pay the above-referenced fees and expenses.

The above-referenced arbitration provision does not apply to disciplinary matters and procedures concerning attorneys which are within the province of the Rules of Professional Conduct established by the Judges of the Superior Court for the State of Connecticut. In addition, the above-referenced arbitration provision does not preclude the Firm from obtaining permission to withdraw as your attorney in the event that you and this Firm have a dispute, or from seeking a prejudgment remedy, attachment in aid of arbitration, *pendente lite*, pursuant to Connecticut General Statutes § 52-422, or other similar law in any jurisdiction, from any State or Federal Court prior to the conclusion of the arbitration process to secure any future judgment that may be awarded by the arbitrator(s) in favor of the Firm without seeking permission of the arbitrator(s) prior to commencing such proceeding in aid of arbitration.

If this letter accurately states your understanding of our agreement, please sign and date where indicated and return it. If you have any questions, or if the foregoing is in any way different from your understanding of our conversation, please give me a call and we can discuss these arrangements. You should, of course, review this engagement letter with independent legal counsel.

Very truly yours,

[Attorney]

AGREED AND ACCEPTED:

\_\_\_\_\_

[Client's Full Name]

Date: \_\_\_\_\_

Note: The CBA thanks Dugo Law for providing a model engagement letter, which was modified for inclusion in this Toolkit.

## **SAMPLE LETTER 3: ENGAGEMENT AGREEMENT PRO BONO SHORT FORM**

---

### **LIMITED REPRESENTATION AGREEMENT: IN-COURT**

1. I, [Client], retain [Law Firm], the Attorney, to represent me in the following case for the following motion or matter.

Case:

Matter/Motion:

Date of hearing or proceeding:

The Attorney will represent me only for the matter or motion listed above and not for any other matters. If there are other legal matters or motions that are part of my case, I will represent myself for those other matters or retain an attorney other than Attorney. I understand that different attorneys may work on my matter, and I might not always work with the same attorney.

2. I understand that I will play a major role in how my case resolves. I must work with the Attorney in order to achieve my goals. The Attorney has very limited resources to litigate cases for clients on a pro bono basis.
3. I understand that the Attorney will need to reach me on short notice. I agree to be as responsive as possible. I understand that reaching a resolution may take several months. Several weeks may go by without significant activity in my case or contact from the Attorney. The Attorney will provide updates if something changes in my case but may not contact me if there are no updates. I will keep the Attorney informed of all correspondence I receive that is relevant to my case. I will do my best to provide the Attorney with documents and information that could be relevant to my case. I will not engage in any litigation myself in any other agency, court, or case for the matter I have retained Attorney. I will keep the Attorney informed of any change in my address, phone number, or email.
4. I understand that I must save all documents and electronically stored information related to my case. I will be required to produce these documents during litigation and upon request of the Attorney. These documents include text messages, email messages, messaging app communications, social media messages and posts, employment records, medical records, all correspondence to and from my landlord, police reports, and applications for housing, credit, or financing. I will save all those documents and electronically stored information and produce them to the Attorney in a timely and complete manner if I am asked to do so. I agree to give the Attorney advance notice before I delete, destroy, or otherwise dispose of any documents, electronically stored information, or devices so that the Attorney and I can discuss together whether I need to save those documents, information, or devices.
5. The Attorney uses cloud-based systems for email, fax, and file storage. I understand and consent to the transmission and storage of information that may be confidential using these methods. The Attorney has taken reasonable efforts to select vendors whose security practices meet or exceed applicable ethics requirements and exercises due care to protect

confidential client data on an ongoing basis. I recognize and accept that the Attorney is not responsible for any unauthorized access to communications or data once they have been sent to third-party cloud-based systems.

6. I understand that the Attorney has not been able to fully evaluate my case, and that the strengths or weaknesses of my case may change over time, based on the Attorney’s investigation, court decisions, and factors both within and outside of my control and the Attorney’s control. I understand that the Attorney cannot guarantee a positive outcome in my case. Furthermore, I understand a negative outcome is a possibility. The Attorney, however, would not agree to represent me if my case were hopeless. I must keep the Attorney informed about changes in my desired outcome. Certain outcomes might be unachievable given the law, my resources and the resources of the Attorney, and the legal system, even if they seem like the most just result.
7. Upon conclusion of the matter referenced in Paragraph 1, the Attorney will discuss next steps with me. I understand that continuing to represent me, beyond what is contemplated in this Agreement (such as in an appeal), is within the Attorney’s discretion. The Attorney’s caseload, the likelihood of success, the availability of other resources to help me, and the resources needed on my case will be some of the factors considered by the Attorney.
8. I am responsible for the costs of litigation, which include but are not limited to filing fees and transcript charges. Being responsible for these costs means either paying them as they occur or reimbursing the Attorney for any advances made on my behalf. The Attorney may attempt to recover costs from the opposing party in my case if permitted under the law.
9. I understand that I have the right to terminate the Attorney’s representation at any time. This agreement may be terminated by mutual agreement. I understand before the matter is completed, the Attorney may seek court approval to cease from representing me for a variety of reasons – including, but not limited to, my breach of this Agreement. Once the matter is completed, the Attorney will file a Completion of Representation form with the court, which will automatically end the Attorney’s representation in this matter.
10. If this Agreement is terminated for any reason and I prevail in my case through a court judgment or settlement, I am obligated to reimburse the Attorney for the costs of litigation as described in paragraph 8 above. I understand that I am granting a lien to Attorney for its costs and expenses of the litigation.
11. By signing below, I certify that I have read and I understand this agreement.

\_\_\_\_\_

Client

\_\_\_\_\_

DATE

\_\_\_\_\_

Connecticut Fair Housing Center

\_\_\_\_\_

DATE

**Note: The CBA thanks the Connecticut Fair Housing Center for providing a model engagement letter, which was modified for inclusion in this Toolkit.**

## **SAMPLE LETTER 4: COMPLETION OF LIMITED REPRESENTATION**

---

[Client Name]  
[Client Address]  
[Client Email]

[Date]

Re: Completion of Legal Services

Dear [Client or Client Representative Name]:

Thank you for choosing [Law Firm Name] to represent you in [Legal Matter]. [Enclosed/Attached] is a copy of [Relevant Document(s)]—e.g., an order that was just entered. We have completed the scope of legal representation agreed to in our engagement letter. Accordingly, our attorney-client relationship has come to an end, and we are no longer providing legal representation on your behalf. We are therefore closing your file. We will retain a copy of your file for seven (7) years; after seven years, the file and all documents in it may be destroyed for your privacy and/or because of limited storage. You should keep all of your information and documentation concerning this matter in a safe place in case you need it in the future. If you would like to have copies of any of your documents from our file, please let us know as soon as possible.

It has been a pleasure working with you. I hope this matter was concluded to your satisfaction. If you or someone you know needs legal assistance in the future, please feel free to contact my office to arrange a consultation. [Optional for mailed letter: I have included a few of my business cards.] I wish you the best of luck in your endeavors!

Best regards,

[Attorney's Name]

[Law Firm Address Block]

[Enclosures/Attachments]: [Relevant Document(s)]

**Note: Sample letter is based on Chicago Bar Foundation's model disengagement letter and was modified for use in CT.**



**LIMITED APPEARANCE**

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

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

(For Court Use Only)

LTDAPP



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

**Instructions to Attorneys:**

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

Return date
Docket number
- - - - S

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

Judicial District   
 Small Claims   
 Housing

Address of Court (Number, state, town and zip code)

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

Attorney			
Firm			
Address		City	State Zip
Phone	Email address		

**For the following party or parties:**

Party				
Address	City	State	Zip	Phone

Party				
Address	City	State	Zip	Phone

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

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

(Event or Proceeding information continued on Page 2)

**ADA NOTICE**

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

**For Court Use Only**

Page 25

Event or Proceeding	Event or Proceeding Date, if applicable	Appearance in place of, if applicable <i>(Name and Juris number)</i>	Appearance in addition to, if applicable <i>(Name and Juris number)</i>
<input type="checkbox"/> Pre-Judgment Motion(s) / Hearing(s) Entry number(s) <i>(If available)</i> File date(s) <i>(If available)</i> <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Post-Judgment Motion(s) / Hearing(s) Entry number(s) <i>(If available)</i> File date(s) <i>(If available)</i> <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Pretrial Conference <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Status Conference <input type="checkbox"/> Civil - Discovery/Scheduling Order Conference <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Trial Management Conference <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Family - Special Masters Conference <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Family - Conciliation Session <input type="checkbox"/> Civil - Case Evaluation Conference <i>(Additional description, if necessary)</i>			
<input type="checkbox"/> Mediation <input type="checkbox"/> Other ADR Process Session <input type="checkbox"/> Foreclosure Mediation Program - Premediation <input type="checkbox"/> Foreclosure Mediation Program - Mediation <i>(Additional description, if necessary)</i>			<p style="text-align: right;">Page 26</p>

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

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

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

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

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

- Yes  No

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

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

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

### Certification

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

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

\*If necessary, attach additional sheet or sheets with name and address which the copy was mailed or delivered to.

Signed <i>(Signature of filer)</i>	Print or type name of person signing	Date signed
Mailing address <i>(Number, street, town, state and zip code)</i>		Telephone number

**CERTIFICATE OF COMPLETION  
OF LIMITED APPEARANCE**

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

STATE OF CONNECTICUT  
**SUPERIOR COURT**

www.jud.ct.gov

(For Court Use Only)

**CERTCOM**



**Instructions to Attorneys:**

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

**ADA NOTICE**

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

Docket number

- - - - **S**

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

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

I have completed my representation for \_\_\_\_\_ for the following

(Name of party/parties)

event(s) and/or proceeding(s) as defined on the Limited Appearance (form JD-CL-121) filed with the court on \_\_\_\_\_

(Date filed)

Name of Proceeding or Event	Proceeding or Event Date	Name of Proceeding or Event	Proceeding or Event Date
<input type="checkbox"/> Family - Hearing on Order for Relief from Abuse		<input type="checkbox"/> Family - Conciliation Session	
<input type="checkbox"/> Civil Protection Order		<input type="checkbox"/> Civil - Case Evaluation Conference	
<input type="checkbox"/> Pretrial Conference		<input type="checkbox"/> Mediation	
<input type="checkbox"/> Status Conference		<input type="checkbox"/> Other ADR Process Session	
<input type="checkbox"/> Civil - Discovery/Scheduling Order Conference		<input type="checkbox"/> Foreclosure Mediation Program - Premediation	
<input type="checkbox"/> Trial Management Conference		<input type="checkbox"/> Foreclosure Mediation Program - Mediation	
<input type="checkbox"/> Family - Special Masters Conference		<input type="checkbox"/> Trial	
		<input type="checkbox"/> Civil - Jury Selection	

Pre-Judgment Motion(s) / Hearing(s)  
(Provide additional description, if necessary)

Post-Judgment Motion(s) / Hearing(s)  
(Provide additional description, if necessary)

Other (Specify): \_\_\_\_\_  
(Provide additional description, if necessary. Be as specific as possible, for example: entry number(s), file date(s), title(s) of motion(s).)

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

**Certification**

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

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

**For Court Use Only**

\*If necessary, attach additional sheet or sheets with name and address which the copy was mailed or delivered to.

Signed (Signature of filer)    Print or type name of person signing    Date signed

Mailing address (Number, street, town, state and zip code)    Telephone number

## Attorney and Client Task Assignment (Modified for Use in CT From Chicago Bar Foundation Toolkit)

---

This checklist is designed for an attorney to use during an initial limited scope representation consultation to explain to clients the various tasks that their case will entail and to visually outline how responsibility for those tasks will be allocated between the attorney and the client. A best practice would be to attach the completed checklist to the engagement agreement for legal services, especially in cases where attorneys are handling multiple tasks in a case. This will make clear to the client what the attorney will and will not be handling for them. The checklist is not designed for any particular practice area and the list of tasks within it is not exhaustive. Attorneys should therefore consider tailoring the checklist to fit their respective practices.

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

SERVICES TO BE PERFORMED (TASKS)	ATTORNEY TO DO	CLIENT TO DO
<b>Legal Advice</b>		
Provide advice about legal rights, responsibilities, procedures, and/or strategy on a one-time basis. <i>Describe:</i>		
Provide advice about legal rights, responsibilities, procedures, and/or strategy on an ongoing basis. <i>Describe:</i>		
<b>Document Preparation</b>		
Draft documents on behalf of client. <i>Describe:</i>		
Review documents prepared by client. <i>Describe:</i>		
Draft discovery requests on behalf of client. <i>Describe:</i>		
Review discovery requests on behalf of client. <i>Describe:</i>		
Draft or review correspondence. <i>Describe:</i>		
File and serve documents. <i>Describe:</i>		

<b>Case Preparation and Investigation</b>		
Conduct a factual investigation (e.g. contact witnesses and/or expert witnesses, obtain documents, public record searches). <i>Describe:</i>		
Prepare discovery responses on behalf of client. <i>Describe:</i>		
Review discovery responses prepared by client. <i>Describe:</i>		
Take or defend depositions. <i>Describe:</i>		
<b>Settlement Negotiations</b>		
Review an outstanding settlement offer or agreement. <i>Describe:</i>		
Negotiate specified issue(s) for settlement. <i>Describe:</i>		
<b>Trial Preparation</b>		
Draft or review subpoenas for trial. <i>Describe:</i>		
Draft or respond to motions for trial. <i>Describe:</i>		
Outline witness testimony and/or argument for trial. <i>Describe:</i>		
<b>Court Appearances</b>		
Appear in court on a one-time basis. <i>Describe:</i>		
Appear in court on an on-going basis. <i>Describe:</i>		
Represent Client at trial. <i>Describe:</i>		
<b>Miscellaneous</b>		
Other (describe):		
Other (describe):		

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

Client Initials \_\_\_\_\_

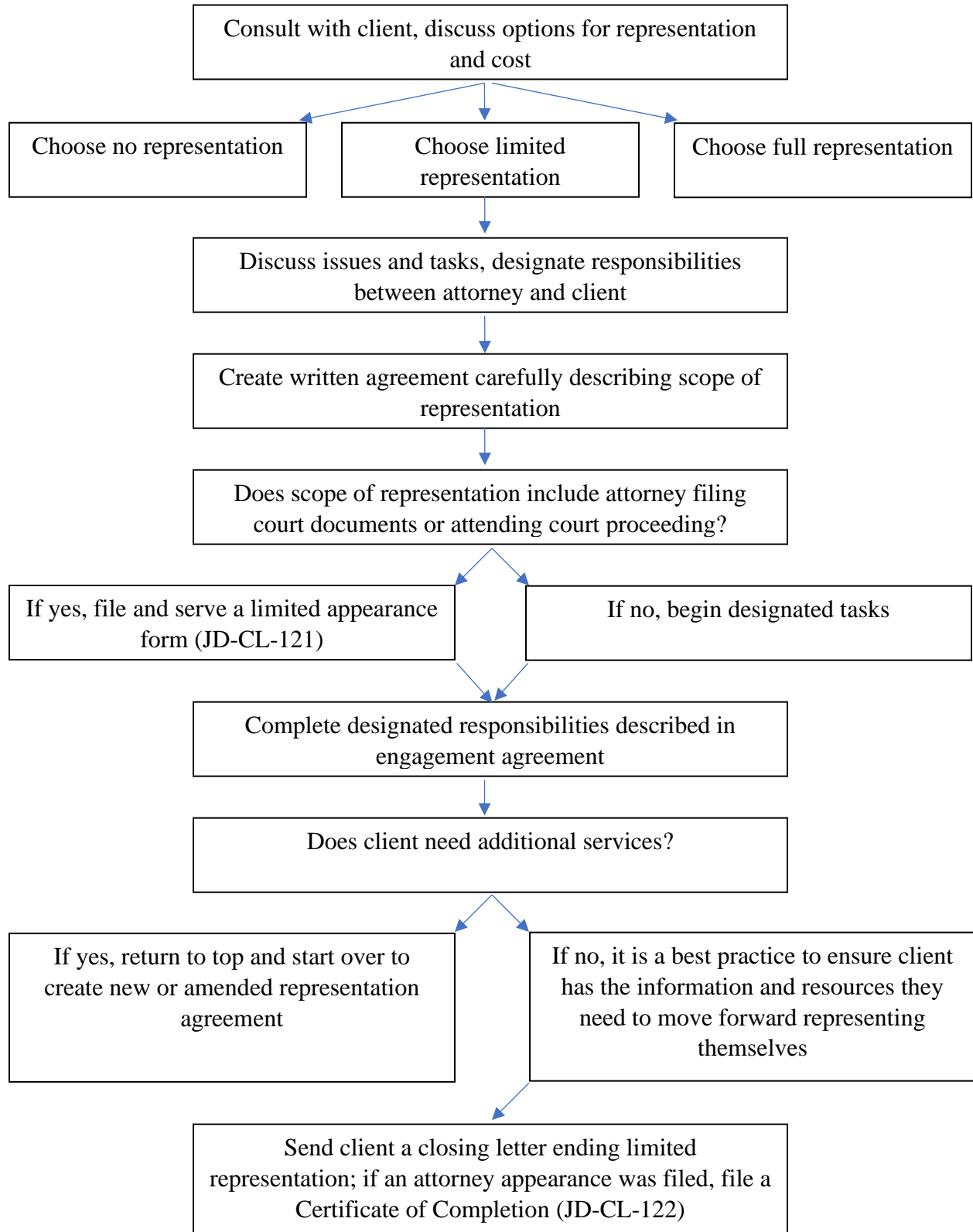
Date \_\_\_\_\_

Attorney Initials \_\_\_\_\_

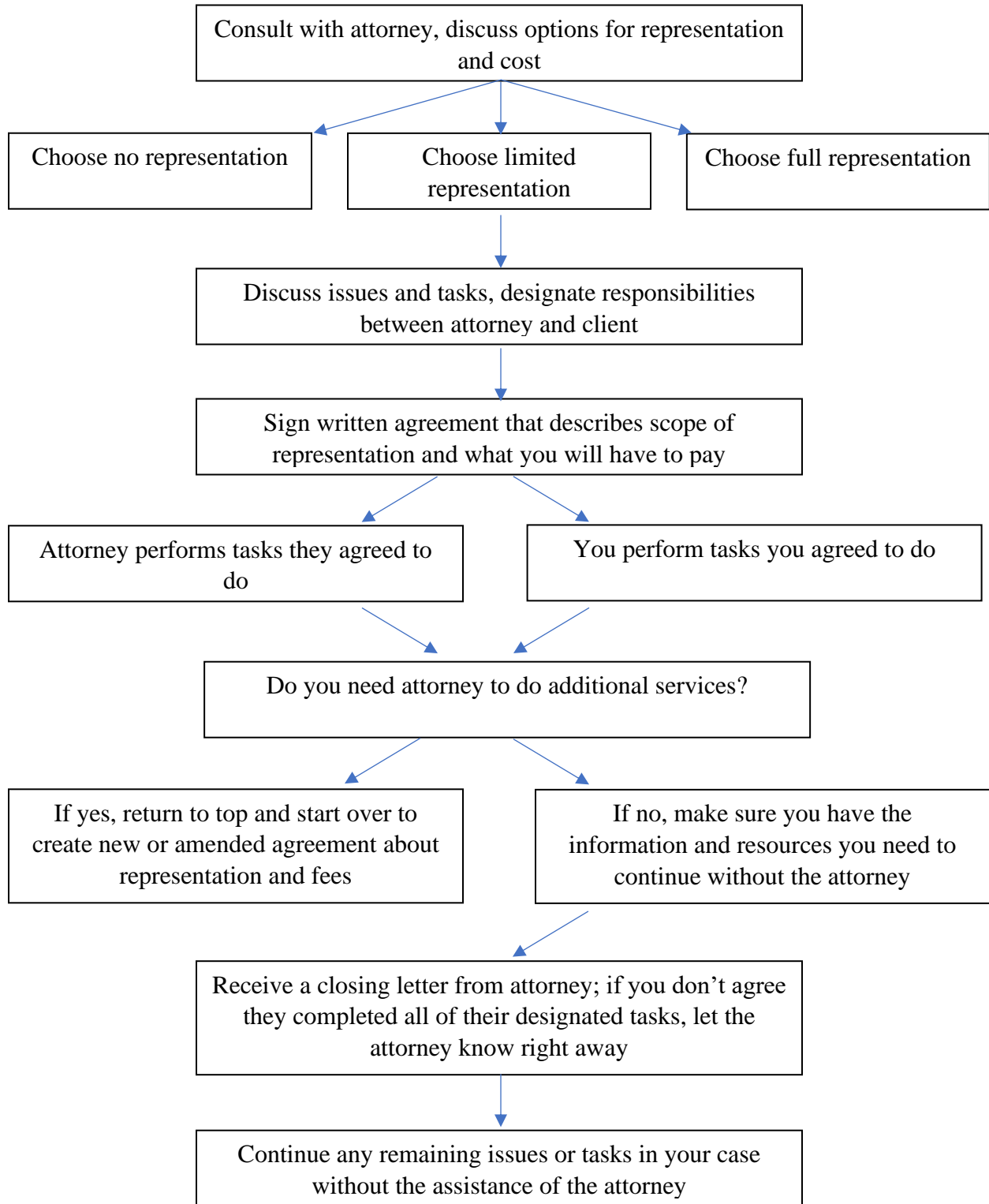
Date \_\_\_\_\_



## LIMITED SCOPE REPRESENTATION FLOW CHART FOR ATTORNEYS



## LIMITED SCOPE REPRESENTATION FLOW CHART FOR CLIENTS





# Hiring a Lawyer for Part of Your Legal Matter (“Limited Scope Representation”)



## **What is limited scope representation and how can it help me?**

*Limited scope representation means that you and an attorney agree in writing that the attorney will do some of the work on your court case or other legal matter, and you will do the rest. You pay the attorney only for the part you have agreed that the attorney will handle, so you can get legal help and keep your costs down.*

## **What are examples of limited scope representation?**

Some examples of what you and an attorney might agree to are:

- The attorney will fill out certain paperwork to be filed with the court.
- The attorney will advise you on how to prepare documents yourself, or review documents you have prepared.
- The attorney will advise you on how to represent yourself in court.
- The attorney will file a “limited appearance” to represent you at a court event or proceeding in a civil, foreclosure, housing, small claims, family or family support magistrate case.

It is important to discuss the choices with the attorney to determine the best choice for your situation.

## **What is a “limited appearance”?**

You and the attorney may agree that the attorney will file what is known as a “limited appearance” to represent you in court for a specific event or proceeding in a civil, foreclosure, housing, small claims, family or family support magistrate case.

It is important to understand that if you are going to have an attorney represent you in court for a specific event or proceeding, you must also file your own Appearance, form JD-CL-12, with the court if you have not already filed that form.

Only an attorney can file a Limited Appearance form JD-CL-121. Self-represented parties must use the general Appearance form JD-CL-12.

## **What if I need more services from the attorney at a later date?**

You may need help with new or unexpected legal issues at any time. You may also find that you need or want more help than you thought with your case or with another legal issue. If these things happen, you and the attorney can enter into a new agreement for the additional services.

## **What if I decide I want the attorney to handle my whole case?**

After going to court on your own, even with good advice from an attorney, you may decide that you would rather have the attorney represent you for the whole case. Even if you have agreed that the attorney would only represent you for a specific event or proceeding, you may agree at any time that the attorney will handle the whole case. That is between you and the attorney to decide.



## How will I know when the attorney is no longer representing me?

You and the attorney should be very clear in a written agreement about when the attorney's representation of you will end. Make sure that you understand the scope of the representation so that there are no questions about when it ends.

If your agreement with the attorney is that the attorney will represent you at one or more court event(s) or proceeding(s), the court will consider the attorney's limited appearance withdrawn and the representation over when the attorney has filed a Certificate of Completion, form JD-CL-122, with the court. The Certificate of Completion states that the attorney has completed his or her limited representation of you for the events or proceedings defined on the Limited Appearance. You will not be able to object to the Certificate of Completion.



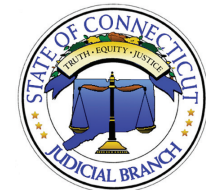
## How do I find an attorney who will provide me with limited scope representation?

Word of mouth is often a helpful way to find an attorney. Talk to your friends or relatives about a lawyer they may have used and who they can recommend.

You may also visit the Judicial Branch law library Find Help page at <https://www.jud.ct.gov/lawlib/referral.htm> for a complete list of Connecticut lawyers, advocacy groups, lawyer associations, and legal aid, or use the following lawyer referral programs. Note, these programs may refer you to their members and charge a fee for referral.

LAWYER REFERRALS	TELEPHONE & WEBSITE
Connecticut Bar Association	(860) 223-4400 <a href="http://www.ctbar.org">http://www.ctbar.org</a>
Fairfield County and Greater Bridgeport Bar Associations:	(203) 335-4116 <a href="http://www.bridgeportbar.org">http://www.bridgeportbar.org</a>
Hartford, Litchfield, Middlesex, Tolland and Windham County Bar Associations :	(860) 525-6052 <a href="http://hartfordbar.org">http://hartfordbar.org</a>
New Haven County Bar Association	(203) 562-5750 <a href="http://www.newhavenbar.org">http://www.newhavenbar.org</a>
New London County Bar Association	(203) 889-9384 <a href="http://nlcba.org">http://nlcba.org</a>

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



[www.jud.ct.gov](http://www.jud.ct.gov)

© 2018 State of Connecticut Judicial Branch. Copyright claimed in brochure, exclusive of cover image supplied by [120515623]/ Adobe Stock.

The cover image may be downloadable only for personal use. Republication, retransmission, reproduction, or other use of the cover image is strictly prohibited. **Page 34**

## **EXCERPTS OF KEY RULES RELATED TO LIMITED SCOPE REPRESENTATION**

**NOTE:** Excerpts of rules below were compiled by the CBA from the 2022 Connecticut Practice Book for convenience only. Attorneys should refer to the current version of the rules, including any amendments or new statutes that may affect these rules and should not rely on the excerpts below, which may not reflect the latest rule changes. This is not a complete list, and other rules may be relevant to providing LSR services as well.

### **CT Rules of Professional Conduct, Rule 1.2(c). Scope of Representation and Allocation of Authority between Client and Lawyer**

A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent. Such informed consent shall not be required when a client cannot be located despite reasonable efforts where the lawyer is retained to represent a client by a third party that is obligated by contract to provide the client with a defense.

### **CT Rules of Professional Conduct, Rule 1.5(b). Fees**

... In any representation in which the lawyer and the client agree that the lawyer will file a limited appearance, the limited appearance engagement agreement shall also include the following: identification of the proceeding in which the lawyer will file the limited appearance; identification of the court events for which the lawyer will appear on behalf of the client; and notification to the client that after the limited appearance services have been completed, the lawyer will file a certificate of completion of limited appearance with the court, which will serve to terminate the lawyer's obligation to the client in the matter, and as to which the client will have no right to object. Any change in the scope of the representation requires the client's informed consent, shall be confirmed to the client in writing, and shall require the lawyer to file a new limited appearance with the court reflecting the change(s) in the scope of representation. ...

### **CT Rule of Professional Conduct, Rule 4.2. Communication with Person Represented by Counsel**

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

### **CT Superior Court Rules, Rule 3-3(b). Form and Signing of Appearance**

Each limited appearance pursuant to Section 3-8 (b) shall: (1) be filed on Judicial Branch form JD-CL-121 form JD-CL-121; (2) include the name and number of the case, the name of the court location to which it is returnable and the date; (3) be legibly signed by the individual preparing the appearance with the individual's own name; and (4) state the party or parties for whom the appearance is being entered and the official (with position or department, if desired), firm, professional corporation or individual whose appearance is being entered, together with the juris number assigned thereto, if any, the mailing address, telephone number and e-mail address; (5) define the proceeding or event for which the lawyer is appearing; and (6) state that the attorney named on the limited appearance is available for service of process only for those matters described on the limited appearance. All pleadings, motions, or other documents served on the limited appearance attorney shall also be served in the same manner on the party for whom the limited appearance was filed. For all other matters, service must be made on the party of the attorney who filed the limited appearance, unless otherwise ordered by court.

### **CT Superior Court Rules, Rule 3-8(b). Appearance for Represented Party**

An attorney is permitted to file an appearance limited to a specific event or proceeding in any family or civil case. If an event or proceeding in a matter in which a limited appearance has been filed has been continued to a later date, for any reason, it is not deemed completed unless otherwise ordered by the court. Except with leave of court, a limited appearance may not be filed to address a specific issue or to represent the client at or for a portion of a hearing. A limited appearance may not be limited to a particular length of time or the exhaustion of a fee. Whenever an attorney files a limited appearance for a party, the limited appearance shall be filed in addition to any self-represented appearance that the party may have already filed with the court. Upon the filing of the limited appearance, the client may not file or serve pleadings, discovery requests or otherwise represent himself or herself in connection with the proceeding or event that is the subject of the limited appearance. An attorney shall not file a limited appearance for a party when filing a new action or during the pendency of an action if there is no appearance on file for that party, unless the party for whom the limited appearance is being filed files an appearance in addition to the attorney's limited appearance at the same time. A limited appearance may not be filed on behalf of a firm or corporation. A limited appearance may not be filed in criminal or juvenile cases, except that a limited appearance may be filed pursuant to Section 79a-3 (c) (1).

**CT Superior Court Rules, Rule 3-9(c). Withdrawal of Appearance; Duration of Appearance (emphasis added)**

...[A] lawyer who represents a party or parties on a limited basis in accordance with Section 3-8 (b) and has completed his or her representation as defined in the limited appearance, shall file a *certificate of completion of limited appearance* on Judicial Branch form JD-CL-122. The certificate shall constitute a full withdrawal of a limited appearance. Copies of the certificate must be served in accordance with Sections 10-12 through 10-17 on the client, and all attorneys and self-represented parties of record.

**CT Superior Court Rules, Rule 4-2(c). Signing of Pleading**

An attorney may assist a client in preparing a pleading, motion or other document to be signed and filed in court by the client. In such cases, the attorney shall insert the notation “prepared with assistance of counsel” on any pleading, motion or document prepared by the attorney. The attorney is not required to sign the pleading, motion or document and the filing of such a pleading, motion or document shall not constitute an appearance by the attorney.