



LAW OFFICE OF VIRGINIA SUDBURY

LIMITED SCOPE REPRESENTATION AGREEMENT

1. Identification of Parties: This agreement is made between Virginia Sudbury, "Attorney," and _____, "Client."

a. Nature of Case: Client is requesting ongoing legal services from Attorney in the following matter(s):

2. Client Responsibilities and Control. Client understands that he/she will remain in control of the case and be responsible for all decisions made in the course of the case. Client agrees to:

a. Cooperate with Attorney or office by complying with all reasonable requests for information in connection with the matter for which Client is requesting services;

b. Provide Attorney with copies of all pleadings and correspondence to and from Client regarding the case.

3. Limitation of Services to be performed by Attorney. Client may request that Attorney provide additional services. If Attorney agrees to provide additional services, those additional services will be specifically listed in an amendment to this Agreement.

a. Right to Seek Advice of Other Counsel: Client is advised of the right to seek the advice and professional services of other counsel at any time.

b. Attorney of Record. It is the intention of Attorney and Client that Attorney shall only perform those services requested. Some of those services may require Attorney to become attorney of record or make a court appearance in Client's case in order to perform the service requested.

4. The Client seeks to engage Attorney on following issues:

- 1) _____ Custody/visitation dispute
- 2) _____ Set or modify child support
- 3) _____ Collect past due child support
- 4) _____ Collect past due spousal support
- 5) _____ Real property valuation and division
- 6) _____ Personal property division¹
- 7) _____ Business interests
- 8) _____ Bank accounts
- 9) _____ Investments
- 10) _____ Pension rights²

¹ This means furniture and pots and pans. Think twice before you pay someone to do this for you. It rarely justifies the cost of the professional fees.

- 11) _____ Stocks and bonds
- 12) _____ Stock options³
- 13) _____ Value and divide employee benefits
- 14) _____ Health insurance
- 15) _____ Life insurance
- 16) _____ Value or divide other assets/debts
- 17) _____ Other: _____

5. Services Sought by Client. The Client seeks the following **services** from Attorney:

- 1) _____ Analyze case and advise of legal rights on ongoing basis, including via office visits, telephone calls, fax, mail, E-mail;
- 2) _____ Provide advice about availability of alternative means to resolving the dispute, including mediation and arbitration;
- 3) _____ Formulate strategy and tactics for case;
- 4) _____ Plan for negotiations, including simulated role playing with Client;
- 5) _____ Accompany client to mediation;
- 6) _____ Give guidance and procedural information for filing or serving documents;
- 7) _____ Review correspondence and court documents;
- 8) _____ Prepare and/or suggest documents and/or pleadings to be prepared;
- 9) _____ Legal research and analysis on the issue(s) of _____
_____;
- 10) _____ Draft pleadings and/or motions;
- 11) _____ File and serve pleadings;
- 12) _____ Draft affidavits and declarations;
- 13) _____ Review correspondence and pleadings;
- 14) _____ Draft correspondence;
- 15) _____ Appear in court for the following hearings: _____
_____;
- 16) _____ Planning for court-appearances made by Client, including but not limited to simulated role-playing;
- 17) _____ Draft orders and judgments;
- 18) _____ Review orders and judgments that client drafts;
- 19) _____ Conduct discovery: interrogatories, depositions, requests for document production;
- 20) _____ Prepare subpoenas for documents;
- 21) _____ Conduct factual investigation, including but not limited to contacting witnesses, public record searches, in-depth interview of clients;
- 22) _____ Take depositions;
- 23) _____ Contact / depose expert witnesses;
- 24) _____ Review depositions and documents obtained from others;
- 25) _____ Draft or analyze settlement proposals;
- 26) _____ Trial or negotiation preparation;
- 27) _____ Backup and trouble shooting during the trial;
- 28) _____ Advice regarding appeal;
- 29) _____ Enforce orders;
- 30) _____ Procedural assistance with an appeal;

² This is extremely technical. Most attorneys farm this out to specialists because it is so easy to make a mistake.

³ Apportionment of pension rights can extremely technical and should be handled by a professional.

31) _____ Other: _____

6. Attorney's Responsibilities The Attorney shall exercise due professional care and observe strict confidentiality in providing the services identified in Paragraph 4 above. In providing those services, Attorney SHALL / SHALL NOT Represent, speak for, appear for, or sign papers on the Client's behalf; SHALL / SHALL NOT Provide services in Paragraphs 4 or 5 which are not identified; or SHALL / SHALL NOT Make decisions for Client about any aspect of the case without consulting Client.

7. Initial Attorney Fee and Cost Retainer. In retaining Attorney, Client understands there is an initial payment of \$_____ upon the signing of this Agreement. Should there be any amounts remaining at the conclusion of the representation, Attorney shall refund those remaining funds to Client.

\$ _____ received on _____

BY

This amount will be deposited by Attorney in a client trust account. Client authorizes Attorney to withdraw the principal from the trust account to pay Attorney's fees and costs as they are incurred by Client. Any interest earned will be paid, as required by law, to the State Bar of Utah to fund legal services for indigent persons.

a. Hourly Fee. The current hourly fee charged by Attorney for legal services is as follows: Attorney: \$150; Paralegal: \$50. Unless a different fee arrangement is established, the hourly fee shall be payable at the time of the service.

b. Costs: Client will pay Attorney's out of pocket costs incurred in connection with this agreement, including but not limited to service and filing fees, Court-necessitated parking, long distance telephone calls, fax costs, copying and postage, travel expenses, office supplies and postage. All costs payable to third parties in connection with Client's case including investigation fees, deposition fees and the like will be paid directly by Client. Attorney will not advance costs to third parties on Client's behalf.

8. Maintenance of Trust Account. Client understands that Client is to maintain Attorney's trust account with a balance of at least \$500. Client knows that Attorney may need occasionally to increase the amount of money held in trust to pay for expenses and costs, and Client agrees to provide this money **in advance** of incurring those expenses and costs upon Attorney's request.

✱ **Client acknowledges that Attorney has made no promises about the total amount of Attorney's fees to be incurred by Client under this agreement. Additionally, the time your case may take to complete will almost certainly be longer than you anticipate.**

Payment and Billing. Client agrees that Attorney may send billing statements monthly, or as incurred, and at the conclusion of the representation.

- ☛ **Client agrees to pay all statements within 15 days of the statement date or as agreed upon.** All fees and expenses not paid when due will earn interest at 10% per annum from the statement date.
- ☛ **Client agrees to make payments in the following manner:**
 _____ monthly payments in the amount of: \$_____; due on the _____ of the month; or
 _____ payments of \$_____ every _____;
 _____ automatic deposit in the amount of \$_____ every _____;
 _____ credit card payment.

9. Civil Immunity for Counsel. Client hereby waives any right to prosecute a claim of professional negligence against Attorney for any service not specifically set forth or actually undertaken by lawyer in paragraph 4 of this Agreement.

- ☛ The Client grants to Attorney complete immunity from civil liability arising from all aspects of the case not specifically undertaken by the Attorney. Client acknowledges that many attorneys will not offer limited scope representation due to the fear of malpractice claims by clients who later find or believe that the limited scope representation was not sufficient to properly protect the client.
- ☛ The Client acknowledges that retaining an attorney for limited scope representation is a consumer choice by the Client based on Client's desire to lower fees, maintain client control and belief that the Client can competently handle all issues and tasks not specifically undertaken by Attorney.
- ☛ Client agrees to bear the full risk of any damage caused to the Client due to the Client handling the matter without specifically requested legal services from the Attorney. Such waiver of malpractice claims does not extend to those services which the Attorney undertakes to render on behalf of the Client as instructed by the Client.
- ☛ The Attorney represents that the law firm carries Professional Liability Insurance as required by the State Bar of Utah.

10. Disputes between Client and Attorney. The provisions of this Agreement are governed by the laws of the State of Utah.

11. Amendments and Additional Services. This written Agreement governs the entire relationship between Client and Attorney.

Date: _____

CLIENT

Date: _____

VIRGINIA SUDBURY