

# Limited Scope Representation in Alabama

## Frequently Asked Questions by Attorneys

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### **What is limited scope representation (LSR)?**

Limited scope representation, sometimes called “unbundling,” allows a client and his/her lawyer to agree that the lawyer will provide limited services to the client. This means the lawyer will represent the client only in a certain area or task rather than representing the client for the entire scope of the legal matter. LSR can be either in-court (such as a specific court hearing) or out-of-court, such as drafting pleadings or coaching a client who will represent himself in court.

### **Is LSR authorized?**

Yes. LSR has always been permissible under Rule of Professional Conduct 1.2. However, until 2012 there were no specific procedures and forms in Alabama for using limited scope representation.

### **Who benefits from limited scope representation?**

LSR can benefit clients, lawyers, and the courts. Clients get legal help they could not otherwise afford. Lawyers earn fees they would not otherwise have received. Courts benefit from better pleadings and better-prepared litigants.

### **How do lawyers benefit from LSR?**

Lawyers gain access to a larger pool of clients who can pay some fees but cannot afford full service representation. Lawyers usually offer LSR services for an upfront flat fee, which eliminates the risk of non-payment. Most clients who choose LSR are choosing between LSR or no representation, but many lawyers report that clients often opt for full representation once they have discussed their legal matter with a lawyer. LSR is also an additional way for lawyers to fulfill their ethical and professional duties to provide access to justice.

### **Can LSR be used in any situation?**

LSR is not suitable for every legal matter. It is the lawyer’s responsibility to decide if LSR is suitable for a particular situation. The lawyer must ensure that the client understands the limits of the representation. The lawyer should also consider the ramifications of dividing tasks in the legal matter, the complexity of the legal matter, the client’s capabilities and limitations, and whether the opposing side will have full-scope representation.

### **What types of firm or lawyer should use LSR?**

LSR can be used in many areas of legal practice and is particularly well-suited for use in family law. LSR can be beneficial for sole practitioners, new lawyers, and small firms that want to expand their practice and generate income through a non-traditional method.

### **Should I be concerned about legal malpractice if I use LSR?**

Lawyers who carefully follow the 2012 LSR changes to the Rules of Civil Procedure and the Rules of Professional Conduct should not worry about committing malpractice. The rules were created to provide guidelines that will protect both lawyers and clients.

The key to avoiding a LSR-related malpractice claim is to have a clear understanding with your client regarding the scope of your representation and then to document that agreement in writing. Rule of Professional Responsibility 1.2 requires that the LSR agreement be in writing unless the representation is limited to a pro bono clinic, phone consultation, or court appointment. The written agreement is not required to be signed by the client, but that is a good practice. Importantly, do not go beyond the LSR agreement or take on additional tasks without again documenting the new agreement in writing. When your work is done, confirm in writing to the client that your representation is complete and that you are not undertaking any additional tasks. The Alabama Access to Justice Commission has sample LSR agreements and checklists available on its website ([www.alabamaatj.com](http://www.alabamaatj.com)).

### **Can a judge hold me in a civil case once I appear in court on a LSR basis?**

No. Lawyers who follow Alabama Rule of Civil Procedure 87 cannot be trapped in a case by a judge. Lawyers must file a *“Notice of Limited Scope Representation”* ahead of time or at the court hearing. Once the lawyer’s service is complete, the lawyer files a *“Notice of Completion of Limited Scope Representation.”* Rule 87 provides that the lawyer’s representation is then terminated without a “motion to withdraw” and without any action from the court. These forms can be found by clicking on *Limited Scope Representation* at <http://eforms.alacourt.gov/default.aspx>.

### **If I draft a pleading for client on a LSR basis, do I have to sign my name?**

No. Alabama Rule of Civil Procedure 11(b) allows lawyers to draft pleadings for LSR clients without signing their names, but the rule requires a notation stating: “This document was prepared with the assistance of a licensed Alabama lawyer pursuant to Rule 1.2(c), *Alabama Rules of Professional Conduct*.” This notation requirement applies only to pleadings that your clients file *pro se* in court and does not apply to letters or other non-pleadings that you draft for clients to sign.

### **What resources are available to help lawyers offering LSR?**

“Alabama’s New Limited-Scope Representation Rules,” by Henry Callaway (pages 38-39): <http://www.alabar.org/publications/al-lawyer-full/july2012/index.html>

ABA Unbundling Resources website:

[www.americanbar.org/groups/delivery\\_legal\\_services.html](http://www.americanbar.org/groups/delivery_legal_services.html)

“Expanding Your Practice Using Limited Scope Representation 2012” seminar by M. Sue Talia:

[http://www.pli.edu/Content/OnDemand/Expanding\\_Your\\_Practice\\_Using\\_Limited\\_Scope/\\_N-4nZ1z12uzg?fromsearch=false&ID=153434](http://www.pli.edu/Content/OnDemand/Expanding_Your_Practice_Using_Limited_Scope/_N-4nZ1z12uzg?fromsearch=false&ID=153434)