

LIMITED LEGAL HELP

Utah State Bar CLE

Fall Forum – November 13, 2009

Presenters:

Mari Cheney, Reference Librarian, Utah State Law Library

Mary Jane Ciccarello, Self-Help Center Director, Utah State Courts

Virginia Sudbury, Law Office of Virginia Sudbury

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1. What Is Limited Legal Help?

Limited Legal Help (sometimes called Unbundled Legal Services, Limited Scope Representation, Limited Assistance Representation, and Discrete Task Representation) is an agreement between a lawyer and client that the lawyer will complete or help with identified tasks or parts of a legal matter, and the client will self-represent in the rest of the matter. For example, the lawyer and client may agree to limit the lawyer's services to appearing in court for a specific hearing, counseling the client on legal rights and claims, advising the client about court procedures, or helping to write documents. Depending on the nature of the legal matter and the nature of the limitations, the lawyer may or may not enter an appearance with the court.

A lawyer providing limited legal help should follow governing rules and best practices, including:

- 1) The client is informed of the limitations and agrees in writing;
- 2) The limitations are reasonable under the circumstances;
- 3) Changes are documented;
- 4) The lawyer advises the client on related matters, even if not asked;
- 5) The lawyer receives initial and ongoing training about rules, ethics opinions, laws, and best practices relevant to limited legal help.

2. Risk Management Materials and Forms

- Direct link to risk management materials and forms:

http://www.abanet.org/legalservices/delivery/downloads/101_orange_county_program_materials.pdf

3. National Resources and Training Materials

- ABA National Training Materials (videos and risk management materials including sample fee agreements, task allocation forms, client letters, flow charts, and checklists):

http://www.abanet.org/legalservices/delivery/downloads/trainthetrainer_flashvid1.html

- ABA Standing Committee on the Delivery of Legal Services:

<http://www.abanet.org/legalservices/delivery/>

- Direct link to the pdf of White Paper on Unbundling:

http://www.abanet.org/legalservices/delivery/downloads/prose_white_paper_june_2009.pdf

- ABA Standing Committee on the Delivery of Legal Services, Pro Se/Unbundling Resource Center (regularly updated information and materials for lawyers practicing limited legal help):

<http://www.abanet.org/legalservices/delivery/delunbund.html>

4. Utah State Courts and Utah State Law Library Resources and Forms

Finding legal help, local bar association lists of lawyers offering limited legal help, free legal clinics, Notice of Appearance and Withdrawal forms: <http://www.utcourts.gov/>

- Self-Help Resources: www.utcourts.gov/howto
- Utah State Law Library: <http://www.utcourts.gov/lawlibrary/>
- Attached Utah State Law Library Resources List

5. Utah State Bar Lawyer Directory Limited Representation Listings

- http://www.utahbar.org/LRS/limited_representation.html
- https://utahbar.org/LRS/search_qa.html

6. Utah Rules of Professional Conduct -- excerpts

Preamble: A Lawyer's Responsibilities.

[6] As a public citizen, a lawyer should seek improvement of the law, access to the legal system, the administration of justice and the quality of service rendered by the legal profession. As a member of a learned profession, a lawyer should cultivate knowledge of the law beyond its use for clients, employ that knowledge in reform of the law and work to strengthen legal education. In addition, a lawyer should further the public's understanding of and confidence in the rule of law and the justice system because legal institutions in a constitutional democracy depend on popular participation and support to maintain their authority. A lawyer should be mindful of deficiencies in the administration of justice and of the fact that the poor, and sometimes persons who are not poor, cannot afford adequate legal assistance and therefore, all lawyers should devote professional time and resources and use civic influence in their behalf to ensure equal access to our system of justice for all those who because of economic or social barriers cannot afford or secure adequate legal counsel. A lawyer should aid the legal profession in pursuing these objectives and should help the Bar regulate itself in the public interest.

Rule 1.2. Scope of Representation and Allocation of Authority Between Client and Lawyer.

(a) Subject to paragraphs (c) and (d), a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify. . . .

(c) A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent. . . .

Comment

Agreements Limiting Scope of Representation

[6] The scope of services to be provided by a lawyer may be limited by agreement with the client or by the terms under which the lawyer's services are made available to the client. When a lawyer has been retained by an insurer to represent an insured, for example, the representation may be limited to matters related to the insurance coverage. A limited representation may be appropriate because the client has limited objectives for the representation. In addition, the terms upon which representation is undertaken may exclude specific means that might otherwise be used to accomplish the client's objectives. Such limitations may exclude actions that the client thinks are too costly or that the lawyer regards as repugnant or imprudent.

[7] Although this Rule affords the lawyer and client substantial latitude to limit the representation, the limitation must be reasonable under the circumstances. If, for example, a client's objective is limited to securing general information about the law the client needs in order to handle a common and typically uncomplicated legal problem, the lawyer and client may agree that the lawyer's services will be limited to a brief telephone consultation. Such a limitation, however, would not be reasonable if the time allotted were not sufficient to yield advice upon which the client could rely. Although an agreement for a limited representation does not exempt a lawyer from the duty to provide competent representation, the limitation is a factor to be considered when determining the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation. See Rule 1.1.

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

Rule 2.4. Lawyer Serving as Third-Party Neutral.

(a) A lawyer serves as a third-party neutral when the lawyer assists two or more persons who are not clients of the lawyer to reach a resolution of a dispute or other matter that has arisen between them. Service as a third-party neutral may include service as an arbitrator, a mediator or in such other capacity as will enable the lawyer to assist the parties to resolve the matter.

(b) A lawyer serving as a third-party neutral shall inform unrepresented parties that the lawyer is not representing them. When the lawyer knows or reasonably should know that a party does not understand the lawyer's role in the matter, the lawyer shall explain the difference between the lawyer's role as a third-party neutral and a lawyer's role as one who represents a client.

(c) A lawyer serving as a mediator in a mediation in which the parties have fully resolved all issues:

(c)(1) may prepare formal documents that memorialize and implement the agreement reached in mediation;

(c)(2) shall recommend that each party seek independent legal advice before executing the documents; and

(c)(3) with the informed consent of all parties confirmed in writing, may record or may file the documents in court, informing the court of the mediator's limited representation of the parties for the sole purpose of obtaining such legal approval as may be necessary.

Comment

[5a] Rule 2.4(c) is intended to permit a lawyer-mediator for parties who have successfully resolved all issues between them to draft a legally binding agreement and, to the extent necessary or appropriate, record or file related papers or pleadings with an appropriate tribunal. In so doing, the lawyer will be jointly representing the parties in their common goal of effecting proper legal filings or obtaining judicial approval of their fully resolved issues. Because the parties in this situation have fully resolved their issues, they are not considered "adverse" under Rule 1.7(a)(1). ABA Model Rule 2.4 does not address the lawyer's drafting of documents to implement the parties' agreement.

Rule 4.2. Communication with Persons Represented by Counsel.

(b) Rules Relating to Unbundling of Legal Services. A lawyer may consider a person whose representation by counsel in a matter does not encompass all aspects of the matter to be unrepresented for purposes of this Rule and Rule 4.3, unless that person's counsel has provided written notice to the lawyer of those aspects of the matter or the time limitation for which the person is represented. Only as to such aspects and time is the person considered to be represented by counsel.

Rule 4.3. Dealing with Unrepresented Person.

(a) In dealing on behalf of a client with a person who is not represented by counsel, a lawyer shall not state or imply that the lawyer is disinterested. When the lawyer knows or reasonably should know that the unrepresented person misunderstands the lawyer's role in the matter, the lawyer shall make reasonable efforts to correct the misunderstanding. The lawyer shall not give legal advice to an unrepresented person, other than the advice to secure counsel, if the lawyer knows or reasonably should know that the interests of such a person are or have a reasonable possibility of being in conflict with the interests of the client.

(b) A lawyer may consider a person, whose representation by counsel in a matter does not encompass all aspects of the matter, to be unrepresented for purposes of this Rule and Rule 4.2, unless that person's counsel has provided written notice to the lawyer of those aspects of the matter or the time limitation for which the person is represented. Only as to such aspects and time is the person considered to be represented by counsel.

Comment

[1] An unrepresented person, particularly one not experienced in dealing with legal matters, might assume that a lawyer is disinterested in loyalties or is a disinterested authority on the law even when the lawyer represents a client. In order to avoid a misunderstanding, a lawyer will typically need to identify the lawyer's client and, where necessary, explain that the client has interests opposed to those of the unrepresented person. For misunderstandings that sometimes arise when a lawyer for an organization deals with an unrepresented constituent, see Rule 1.13(f).

[2] This Rule distinguishes between situations involving unrepresented persons whose interests may be adverse to those of the lawyer's client and those in which the person's interests are not in conflict with the client's. In the former situation, the possibility that the lawyer will compromise the unrepresented person's interests is so great that this Rule prohibits the giving of any advice, apart from the advice to obtain counsel. Whether a lawyer is giving impermissible advice may depend on the experience and sophistication of the unrepresented person, as well as the setting in which the behavior and comments occur. This Rule does not prohibit a lawyer from negotiating the terms of a transaction or settling a dispute with an unrepresented person. So long as the lawyer has explained that the lawyer represents an adverse party and is not representing the person, the lawyer may inform the person of the terms on which the lawyer's client will enter into an agreement or settle a matter, prepare documents that require the person's signature and explain the lawyer's own view of the meaning of the document or the lawyer's view of the underlying legal obligations.

[3] Paragraph (b) recognizes that the scope of representation of a person by counsel may, under Rule 1.2, be limited by mutual agreement. Because a lawyer for another party cannot know which of Rule 4.2 or 4.3 applies under these circumstances, the lawyer who undertakes a limited representation must assume the responsibility for informing another party's lawyer of the limitations. This ensures that such a limited representation will not improperly or unfairly induce an adversary's lawyer to avoid contacting the person on those aspects of a matter for

which the person is not represented by counsel. Note that this responsibility on the lawyer undertaking limited-scope representation also relates to the ability of another party's lawyer to make certain ex parte contacts without violating Rule 4.2.

[3a] Utah Rule of Professional Conduct 4.3(b) and related Comment [3] are Utah additions to the ABA Model Rules clarifying that a lawyer may undertake limited representation of a client under the provisions of Rule 1.2.

Rule 6.5. Nonprofit and Court-Annexed Limited Legal Services Programs.

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

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

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

(b) Except as provided in paragraph (a)(2), Rule 1.10 is inapplicable to a representation governed by this Rule.

Comment

[1] Legal services organizations, courts and various nonprofit organizations have established programs through which lawyers provide short-term limited legal services such as advice or the completion of legal forms that will assist persons to address their legal problems without further representation by a lawyer. In these programs, such as legal-advice hotlines, advice-only clinics or pro se counseling programs, a client-lawyer relationship is established, but there is no expectation that the lawyer's representation of the client will continue beyond the limited consultation. Such programs are normally operated under circumstances in which it is not feasible for a lawyer to systematically screen for conflicts of interest as is generally required before undertaking a representation. See, e.g. Rules 1.7, 1.9 and 1.10.

7. Utah State Bar Ethics Opinion--excerpts

OPINION NO. 08-01 MAIN OPINION: Issued April 8, 2008

NOTE: THIS IS NOT THE ENTIRE OPINION. To see the entire opinion and the dissent opinion, see:

http://www.utahbar.org/rules_ops_pols/ethics_opinions/op_08_01.html

Note that the dissent cites to a 10th Circuit opinion, Duran v. Carris, 238 F.3d 1268 (10th Cir. 2001).

1. **Issue:** May an attorney provide legal assistance to litigants appearing before a tribunal *pro se* and prepare written submissions for them without disclosing the nature or extent of such assistance? If so, what are the attorney's obligations when full representation is not undertaken?

2. **Opinion:** Under the Utah Rules of Professional Conduct, and in the absence of an express court rule to the contrary, a lawyer may provide legal assistance to litigants appearing before tribunals *pro se* and help them prepare written submissions without disclosing or ensuring the disclosure to others of the nature or extent of such assistance. Although providing limited legal help does not alter the attorney's professional responsibilities, some aspects of the representation require special attention.

37. **Conclusion:** It is not dishonest conduct to provide extensive undisclosed legal help to a *pro se* party, including the preparation of various pleadings for the client, unless a court rule or ethical rule explicitly requires disclosure. Undertaking to provide limited legal help does not generally alter any other aspect of the attorney's professional responsibilities to the client.

38. To the extent that our previous Opinions 47, 53 and 74 are inconsistent with this opinion, they are superseded.

8. Utah Rules of Civil Procedure--excerpts

Rule 5. Service and filing of pleadings and other papers.

. . . . (b) Service: How made and by whom.

(b)(1) Whenever under these rules service is required or permitted to be made upon a party represented by an attorney, the service shall be made upon the attorney unless service upon the party is ordered by the court. If an attorney has filed a Notice of Limited Appearance under Rule 75 and the papers being served relate to a matter within the scope of the Notice, service shall be made upon the attorney and the party. Service upon the attorney or upon a party shall be made by delivering a copy or by mailing a copy to the last known address or, if no address is known, by leaving it with the clerk of the court.

Rule 74. Withdrawal of counsel.

(a) An attorney may withdraw

(b) An attorney who has entered a limited appearance under Rule 75 shall withdraw from the case by filing and serving a notice of withdrawal upon the conclusion of the purpose or

proceeding identified in the Notice of Limited Appearance. An attorney who seeks to withdraw before the conclusion of the purpose or proceeding shall proceed under subdivision (a).

Rule 75. Limited appearance.

(a) An attorney acting pursuant to an agreement with a party for limited representation that complies with the Utah Rules of Professional Conduct may enter an appearance limited to one or more of the following purposes:

(a)(1) filing a pleading or other paper;

(a)(2) acting as counsel for a specific motion;

(a)(3) acting as counsel for a specific discovery procedure;

(a)(4) acting as counsel for a specific hearing, including a trial, pretrial conference, or an alternative dispute resolution proceeding; or

(a)(5) any other purpose with leave of the court.

(b) Before commencement of the limited appearance the attorney shall file a Notice of Limited Appearance signed by the attorney and the party. The Notice shall specifically describe the purpose and scope of the appearance and state that the party remains responsible for all matters not specifically described in the Notice. The clerk shall enter on the docket the attorney's name and a brief statement of the limited appearance. The Notice of Limited Appearance and all actions taken pursuant to it are subject to Rule 11.

(c) Any party may move to clarify the description of the purpose and scope of the limited appearance.

(d) A party on whose behalf an attorney enters a limited appearance remains responsible for all matters not specifically described in the Notice.

9. Hypotheticals

10. Discussion

Presenter Bios

Mari Cheney

Mari Cheney is the reference librarian at the Utah State Law Library. She has a J.D. from American University, Washington College of Law, and an MLIS from the University of Washington. She has written a number of articles for the Utah Bar Journal and is interested in implementing Web 2.0 technologies to expand law library services throughout the state.

Mary Jane Ciccarello

Mary Jane Ciccarello is the Utah State Courts Self-Help Center Director. She was an elder law attorney in private practice in Salt Lake City, Utah, for several years and provided Older Americans Act Title III legal services to older persons in Summit and Wasatch Counties. She also served previously as the Legal Services Developer for the Utah State Division of Aging and Adult Services, a staff attorney with the Legal Aid Society of Salt Lake and Utah Legal Services, and the dean of students at the University of Utah S.J. Quinney College of Law where she now teaches elder law as an adjunct professor. A Fellow with the Borchard Foundation Center on Law and Aging since 2001, she has served as the foundation's assistant director since 2007. She writes and lectures regularly on law and aging and on the delivery of legal services.

Mary Jane received her B.A. *magna cum laude* in Italian from Barnard College (1975), M.A. (1976) and M.Phil. (1978) in Italian from Columbia University, and J.D. from the University of Utah College of Law (1993). The Utah State Bar named her the distinguished pro bono lawyer of 1997 and she was awarded the 2008 Pete Suazo Social Justice Award for individual advocacy by the University of Utah College of Social Work. She served as the chair of the Needs of the Elderly Committee of the Utah State Bar (2002-2004) and as president of the board of Jewish Family Service of Salt Lake (2003-2005). She currently serves on the Utah State Courts Standing Committee on Resources for Self-Represented Parties and the Utah State Courts Ad Hoc Committee on Probate. She is a trustee of UJET, the Utah Jewish Community Endowment Trust, a board member of Jewish Family Service, a member of Utah Aging Alliance and the Utah State Bar.

Virginia Sudbury

Virginia Lynn Sudbury has been a lawyer since 1982. She went to law school because she read *To Kill A Mockingbird* and liked the notion of being paid in food and services. After she graduated from DePaul University School of Law, she realized she didn't much care for the practice of law and became Vice-President of Keith Management, a legal search firm in Beverly Hills, where she worked until she and her husband Robert left the states on their sailboat Scout.

After living in Mexican waters for six years and then sailing across the Pacific, they founded U'una'i Legal Services, the first legal services corporation in the Territory of American Samoa. After six years there, they moved to Salt Lake and founded LOVS (Law Office of Virginia

Sudbury), an innovative family law firm which offers “unbundled” and limited scope legal services, in addition to full service representation. *LOVS* strives to make the legal system more accessible (and less mysterious) to low and middle class clients.

Hypotheticals

Marie Antoinette

Marie Antoinette comes to your office and has a come-apart. It seems that her soon-to-be ex has sent her a bunch of legal documents, all of which have confused the heck out of her. You review the documents, which include a Petition for Divorce, a Motion for Temporary Relief and supportive Affidavit, and Notice of Hearing (which is of course in four days).

You discuss Marie's litigation budget and discover that it is pathetic. She has only a few hundred dollars but desperately wants you to at least answer the Petition and draft a Counter Petition and respond to the Motion. (She will pay the fee for the Counter Petition.) You agree to prepare those pleadings only, and you and she sign a Limited Scope Client Agreement for those tasks alone.

- ❖ Do you have a duty to contact Opposing Counsel? If so, when and for what purpose(s)?
- ❖ Who files the Counter Petition—you or Marie?
- ❖ What documents are you obliged to file with the Court and Opposing Party?

You represent Marie at the Motion for Temporary Relief and prevail. The Commissioner requests that you prepare the Order.

- ❖ Do you have an obligation to do so?
- ❖ Do you file a Notice of Withdrawal? If so, when?

Opposing Counsel, Cyril Crankypants, does not like nor understand this new-fangled unbundling notion and thinks it is a mental health term. He contacts you after the Motion hearing and tries to discuss the case with you.

- ❖ What are your obligations to him? To your (possibly) erstwhile client?

Alice and Gertrude

Alice and Gertrude decided to get divorced, amicably. With the help of a mediator, they agreed to a distribution of property. Prior to their marriage, Alice had written a bestselling cookbook, and she still realizes *beaucoup* royalties every month from its sales.

Gertrude comes to you to draft up the final divorce pleadings, including the Stipulated Agreement. You agree to represent her in this limited scope capacity (pleading preparation only).

When reviewing the parties' Agreement from the mediator, you note that the parties agreed that one-half of all *future* cookbook royalties shall be awarded to Gertrude. You ask Gertrude about this. She tells you that her brother-in-law Bob, a legislator and attorney, advised her and Alice that under the Utah Code, Gertrude was absolutely entitled to one-half of those future royalties.

You know that Bob is up in the night and his advice is erroneous for several reasons. You believe that Alice has no legal obligation to pay Gertrude future royalties. However, you have been hired just to prepare the final pleadings. What do you do? What ethical responsibilities have you assumed, if any? More pragmatically, can you charge for this advice?

June and Ward

Gertrude's brother Bob decided he has tired of the legislative life and quits his position as a local representative. He re-activated his bar license and also became trained and certified as a mediator.

He mediated a final divorce and property agreement between June and Ward. At the end of the mediation, they both asked him if he would prepare the necessary final divorce pleadings to reflect their Agreement.

Can Bob prepare the pleadings?



LAW OFFICE OF VIRGINIA SUDBURY

Telephone: 801.831.9623 E-mail: virginia@LOVS.biz

LIMITED SCOPE LEGAL REPRESENTATION AGREEMENT FOR PLEADING PREPARATION ONLY

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

2. Nature of Case: Client requests one-time legal services from Attorney solely to prepare the following pleading(s):

- Summons
- Petition
- Answer and Counter Petition
- Acceptance of Service, Waiver, Appearance and Consent to Default
- Petitioner's Military Affidavit
- Respondent's Military Affidavit
- Stipulated Agreement
- Notice to Submit for Entry of Default
- Motion for Entry of Default
- Certificate of Default
- Statement of Compliance with Education Classes
- Statement of Compliance with Child Support Guidelines
- Notice to Submit For Decision
- Affidavit of Jurisdiction and Grounds
- Findings of Fact and Conclusions of Law
- Decree of Divorce
- Other: _____

3. Client Responsibilities and Control. Client is responsible for all copying, filing, filing fees and costs, completing the Civil Cover Sheet, Certification of Divorce, Dissolution of Marriage or Annulment, completion and attachment of Education Class Certificates. Client must immediately notify Attorney if she receives requests or other communications with the Court.

4. Limitation of Services to be performed by Attorney. The only legal services sought by Client are the preparation of documents set forth fully in paragraph 2. **Attorney will provide pleading preparation of the documents listed in paragraph 2. only.** Client does not request and Attorney will not perform any other tasks or supply any other legal services for Client.

- a. Attorney is listed on the pleadings in her role as “Limited Scope Attorney, Pleading Preparation Only” in comportment with Rule 75, Utah Rule of Civil Procedure.
- b. Immediately upon the signing of the Findings of Fact and Conclusions of Law and Decree of Divorce by the Court, Attorney will formally file a Notice of Withdrawal from her role as Limited Scope Attorney for Pleading Preparation only.

5. Attorney Fee. Client agrees to pay Attorney the sum of \$ _____ for the services listed in paragraph 2. This sum is payable upon delivery of the documents listed in paragraph 2.

6. 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 2 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.

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

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

Date: _____

 CLIENT

Date: _____

 VIRGINIA SUDBURY, ATTORNEY



LAW OFFICE OF VIRGINIA SUDBURY

Telephone: 801.831.9623 E-mail: virginia@LOVS.biz

31 October 2009

June Cleaver
Ward Cleaver

Via hand delivery by Eddie Haskell

Dear June and Ward,

Please find attached the Limited Scope Legal Representation Agreement for Pleading Preparation Only, a Notice of Limited Appearance, and your requested Pleadings. Please **sign and return the Notice of Limited Appearance and the Representation Agreement** as soon as possible. You must return those to me prior to filing the initial pleadings.

Here is a list of your attached pleadings:

FILE THESE FIRST:

Civil Cover Sheet (you fill this out)
Certificate of Divorce, Dissolution or Annulment (you fill this out)
Summons
Petition
Acceptance of Service, Waiver, Appearance and Consent to Default
Petitioner's Military Affidavit
Respondent's Military Affidavit
Child Support Obligation Worksheet Required Location Information (you fill this out and attach paystubs and tax returns))
Stipulated Agreement

AFTER COMPLETION OF EDUCATION CLASSES, FILE THESE:

Notice to Submit for Entry of Default
Motion for Entry of Default
Certificate of Default
Statement of Compliance with Education Classes (Attach your Certificates to this)
Notice to Submit For Decision
Affidavit of Jurisdiction and Grounds
Findings of Fact and Conclusions of Law

IMPORTANT NOTES:

1. You will have to fill out the caption (Case Number, Judge and Commissioner) on each of the pleadings—you will get that information from the Clerk when you file and pay the filing fee. You can hand-write those in.
2. You will make TWO COPIES of each pleading prior to filing: the original is for the Court and you each get a copy.
3. After you file the second packet, **please let me know**. I will check with the Court periodically to make sure the Order has been signed, and then I will file my Withdrawal of Counsel.

Thank you so much!

Sincerely,

Virginia Sudbury

Encl.:

Limited Scope Legal Representation Agreement for Pleading Preparation Only
Notice of Limited Appearance

Civil Cover Sheet

Certificate of Divorce, Dissolution or Annulment

Summons

Petition

Acceptance of Service, Waiver, Appearance and Consent to Default

Petitioner's Military Affidavit

Respondent's Military Affidavit

Child Support Obligation Worksheet Required Location Information

Stipulated Agreement

Notice to Submit for Entry of Default

Motion for Entry of Default

Certificate of Default

Statement of Compliance with Education Classes (Attach your Certificates to this)

Notice to Submit For Decision

Affidavit of Jurisdiction and Grounds

Findings of Fact and Conclusions of Law

Received:

Received:

Virginia Sudbury, USB #9797
LAW OFFICE OF VIRGINIA SUDBURY
3440 S 1300 E
Salt Lake City, Utah 84106
Telephone: 801.831.9623
virginia@LOVS.biz
Limited Scope Attorney for Respondent
(Pleading Preparation only)

IN THE THIRD DISTRICT COURT, SALT LAKE COUNTY

STATE OF UTAH

WARD CLEAVER)	NOTICE OF LIMITED APPEARANCE
Petitioner,)	Civil No. _____
vs.)	Judge _____
JUNE CLEAVER)	Commissioner _____
Respondent.)	

COMES NOW Virginia Sudbury, and hereby notices her limited appearance as counsel for the Respondent for the purposes of preparation of pleadings in relation to the parties' action for Divorce, as fully described in the *Limited Scope Legal Representation Agreement for Pleading Preparation*. The Respondent remains responsible for all matters not specifically described in the Agreement.

DATED: _____

Virginia Sudbury, Limited Scope Attorney for
Respondent (Pleading Preparation only)

DATED: _____

Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this ____ day of _____, 2009, I served a true and correct copy of the foregoing

NOTICE OF LIMITED APPEARANCE

upon the following individual by causing the same to be delivered by the method and to the addresses indicated below:

Edward Haskell, Esq.
Attorney for the Petitioner

- _____ U.S. Mail, postage prepaid
- _____ Hand-Delivered
- _____ Overnight Mail
- _____ Facsimile
- _____ Email

Dated: _____

Law Office of Virginia Sudbury