

---

# **Don't Call it Unbundled! Practical Tips for Limited Scope Pro Bono Projects**

---

**Thursday, September 15, 2016**

**Albany Marriott**

***CLE Course Materials and NotePad<sup>®</sup>***

*Complete course materials distributed in electronic format online in  
advance of the program.*

**Sponsored by the**

**New York State Bar Association and the Committee on Legal Aid**

This program is offered for education purposes. The views and opinions of the faculty expressed during this program are those of the presenters and authors of the materials. Further, the statements made by the faculty during this program do not constitute legal advice.

**Copyright ©2016  
All Rights Reserved  
New York State Bar Association**

# Lawyer Assistance Program 800.255.0569



## Q. What is LAP?

- A.** The Lawyer Assistance Program is a program of the New York State Bar Association established to help attorneys, judges, and law students in New York State (NYSBA members and non-members) who are affected by alcoholism, drug abuse, gambling, depression, other mental health issues, or debilitating stress.

## Q. What services does LAP provide?

- A.** Services are **free** and include:
- Early identification of impairment
  - Intervention and motivation to seek help
  - Assessment, evaluation and development of an appropriate treatment plan
  - Referral to community resources, self-help groups, inpatient treatment, outpatient counseling, and rehabilitation services
  - Referral to a trained peer assistant – attorneys who have faced their own difficulties and volunteer to assist a struggling colleague by providing support, understanding, guidance, and good listening
  - Information and consultation for those (family, firm, and judges) concerned about an attorney
  - Training programs on recognizing, preventing, and dealing with addiction, stress, depression, and other mental health issues

## Q. Are LAP services confidential?

- A.** Absolutely, this wouldn't work any other way. In fact your confidentiality is guaranteed and protected under Section 499 of the Judiciary Law. Confidentiality is the hallmark of the program and the reason it has remained viable for almost 20 years.

### Judiciary Law Section 499 Lawyer Assistance Committees Chapter 327 of the Laws of 1993

Confidential information privileged. The confidential relations and communications between a member or authorized agent of a lawyer assistance committee sponsored by a state or local bar association and any person, firm or corporation communicating with such a committee, its members or authorized agents shall be deemed to be privileged on the same basis as those provided by law between attorney and client. Such privileges may be waived only by the person, firm or corporation who has furnished information to the committee.

## Q. How do I access LAP services?

- A.** LAP services are accessed voluntarily by calling 800.255.0569 or connecting to our website [www.nysba.org/lap](http://www.nysba.org/lap)

## Q. What can I expect when I contact LAP?

- A.** You can expect to speak to a Lawyer Assistance professional who has extensive experience with the issues and with the lawyer population. You can expect the undivided attention you deserve to share what's on your mind and to explore options for addressing your concerns. You will receive referrals, suggestions, and support. The LAP professional will ask your permission to check in with you in the weeks following your initial call to the LAP office.

## Q. Can I expect resolution of my problem?

- A.** The LAP instills hope through the peer assistant volunteers, many of whom have triumphed over their own significant personal problems. Also there is evidence that appropriate treatment and support is effective in most cases of mental health problems. For example, a combination of medication and therapy effectively treats depression in 85% of the cases.

---

## Personal Inventory

Personal problems such as alcoholism, substance abuse, depression and stress affect one's ability to practice law. Take time to review the following questions and consider whether you or a colleague would benefit from the available Lawyer Assistance Program services. If you answer "yes" to any of these questions, you may need help.

1. Are my associates, clients or family saying that my behavior has changed or that I don't seem myself?
2. Is it difficult for me to maintain a routine and stay on top of responsibilities?
3. Have I experienced memory problems or an inability to concentrate?
4. Am I having difficulty managing emotions such as anger and sadness?
5. Have I missed appointments or appearances or failed to return phone calls?  
Am I keeping up with correspondence?
6. Have my sleeping and eating habits changed?
7. Am I experiencing a pattern of relationship problems with significant people in my life (spouse/parent, children, partners/associates)?
8. Does my family have a history of alcoholism, substance abuse or depression?
9. Do I drink or take drugs to deal with my problems?
10. In the last few months, have I had more drinks or drugs than I intended, or felt that I should cut back or quit, but could not?
11. Is gambling making me careless of my financial responsibilities?
12. Do I feel so stressed, burned out and depressed that I have thoughts of suicide?

There Is Hope

**CONTACT LAP TODAY FOR FREE CONFIDENTIAL ASSISTANCE AND SUPPORT**

The sooner the better!

**Patricia Spataro, LAP Director**

**1.800.255.0569**

---

# New York State Bar Association

## FORM FOR VERIFICATION OF PRESENCE AT THIS PROGRAM

Pursuant to the Rules pertaining to the Mandatory Continuing Legal Education Program for Attorneys in the State of New York, as an Accredited Provider of CLE programs, we are required to carefully monitor attendance at our programs to ensure that certificates of attendance are issued for the correct number of credit hours in relation to each attendee's actual presence during the program. Each person may only turn in his or her form-you may not turn in a form for someone else. Also, if you leave the program at some point prior to its conclusion, you should check out at the registration desk. Unless you do so, we may have to assume that you were absent for a longer period than you may have been, and you will not receive the proper number of credits.

Speakers, moderators, panelists and attendees are required to complete attendance verification forms in order to receive MCLE credit for programs. Faculty members and attendees: please complete, sign and return this form along with your evaluation, to the registration staff **before you leave** the program.

**You MUST turn in this form at the end of the  
program for your MCLE credit.**

**Don't Call it Unbundled! Practical Tips for Limited Scope Pro Bono Projects**  
**Thursday, September 15, 2016 | New York State Bar Association's Committee on**  
**Legal Aid, Albany Marriott, Albany, NY**

Name:

(Please print)

I certify that I was present for the entire presentation of this program

Signature:

Date:

**Speaking Credit:** In order to obtain MCLE credit for speaking at today's program, please complete and return this form to the registration staff before you leave. **Speakers** and **Panelists** receive three (3) MCLE credits for each 50 minutes of presenting or participating on a panel. **Moderators** earn one (1) MCLE credit for each 50 minutes moderating a panel segment. Faculty members receive regular MCLE credit for attending other portions of the program.



# NEW YORK STATE BAR ASSOCIATION

## Live Program Evaluation (Attending In Person)

Please complete the following program evaluation. We rely on your assessment to strengthen teaching methods and improve the programs we provide. The New York State Bar Association is committed to providing high quality continuing legal education courses and your feedback is important to us.

Program Name:

Program Code:

Program Location:

Program Date:

1. What is your overall evaluation of this program? Please include any additional comments.

☐ Excellent ☐ Good ☐ Fair ☐ Poor

Additional Comments \_\_\_\_\_

2. Please rate each Speaker's Presentation based on **CONTENT** and **ABILITY** and include any additional comments.

	CONTENT				ABILITY			
	Excellent	Good	Fair	Poor	Excellent	Good	Fair	Poor
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional comments (CONTENT)

---

---

Additional comments (ABILITY)

---

---

3. Please rate the program materials and include any additional comments.

☐ Excellent   ☐ Good   ☐ Fair   ☐ Poor

Additional comments

---

---

4. Do you think any portions of the program should be **EXPANDED** or **SHORTENED**? Please include any additional comments.

☐ Yes – Expanded   ☐ Yes – Shortened   ☐ No – Fine as is

Additional comments

---

---

5. Please rate the following aspects of the program: **REGISTRATION; ORGANIZATION; ADMINISTRATION; MEETING SITE** (if applicable), and include any additional comments.

	Please rate the following:				
	Excellent	Good	Fair	Poor	N/A
Registration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meeting Site (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional comments

---

---

6. How did you learn about this program?

☐ Ad in legal publication   ☐ NYSBA web site   ☐ Brochure or Postcard  
☐ Social Media (Facebook / Google)   ☐ Email   ☐ Word of mouth

7. Please give us your suggestions for new programs or topics you would like to see offered

---

---



NEWYORK STATE BAR ASSOCIATION

One Elk Street, Albany, NY 12207

Phone: 518-463-3200 | Secure Fax: 518.463.5993



## **NYSBA Partnership Conference Pro Bono Module Panel**

***Don't Call It Unbundled!***

***Practical Tips for Limited Scope Pro Bono Projects***

**September 15, 2016 3:00pm – 4:30 pm**

### **Agenda**

Introduction & Defining Limited Scope

*Rule 6.5*

Examples of Limited Scope Projects

*What qualifies*

Perspectives

1. Legal services providers
2. Law firm pro bono counsel
3. In-house counsel

Ethical considerations



## Table of Contents

Topic 1	.....	page 1
Topic 2	.....	page 15
Biographies	.....	page 21



---

# **Don't Call it Unbundled! Practical Tips for Limited Scope Pro Bono Projects**

---

## **Part 1**



The Promise and Potential Pitfalls of Limited Scope Representation and Unbundled Legal Services

Philip M. Genty, Esq.

Everett B. Birch Clinical Professor in Professional Responsibility

Columbia Law School

January 10, 2014

## **I. Introduction**

Limited scope representation is part of the larger topic of “unbundled legal services,” which has been defined as “the division of legal assistance into discrete tasks, with an understanding between the lawyer and client that the lawyer will provide only selected legal services that may not address the client’s entire legal problem.”<sup>1</sup> One might think about legal services as falling on a continuum:

1. attorney-client relationship with full representation
2. attorney-client relationship with limited representation
3. some direct attorney involvement with the client, but no representation in court proceedings or ongoing attorney-client relationship (e.g. providing legal advice or “ghostwriting” pleadings)
4. *pro se* materials with no direct attorney involvement with the client (e.g. handbooks, general information websites, sample forms)

In discussing “limited scope representation” or “unbundled legal services,” this essay will focus on the second and third categories, although the fourth category is also a form of “unbundled legal services.” Although the second and third categories may both be thought of as forms of “limited scope representation,” there are important differences between them. In the second category, a full attorney-client relationship is established, and the attorney provides actual representation to the client, although the representation is limited in scope. In the third category, something less than actual representation is being provided, and an attorney-client relationship may not even be formed.

As discussed more fully below, unbundling of legal services has important potential

---

<sup>1</sup> Mary Helen McNeal, *Unbundling and Law School Clinics: Where’s the Pedagogy?* 7 CLINICAL L. REV. 341, 349 (Spring 2001). The terms “limited scope representation,” “unbundled legal services,” and variations of both will be used more or less interchangeably throughout this essay.

advantages for both attorneys and clients. Unbundling is also explicitly permitted by the relevant ethical code provisions. At the same time, however, it involves significant risks of failing to satisfy the duties that attorneys owe to clients, particularly the duty of competence. In addition, there is a risk that an attorney who engages in some form of limited scope representation will inadvertently enter into a full attorney-client relationship, with all of the duties that the relationship entails.

## **II. Potential Benefits and Ethical Permissibility of Limiting the Scope of Representation and “Unbundling” Legal Services**

There are obvious potential benefits to all types of limited scope or unbundled legal services. For the client, they cost less than full representation. For the attorney, limited time and resources can be stretched to provide some assistance to a larger number of clients.<sup>2</sup> Unbundled legal services are of particular importance in the public interest context, where the demand for legal services greatly outstrips supply and where the goal may be to meet at least some of the legal needs of as many people as possible.

Limiting legal services is also explicitly endorsed by the ethical rules. Rule 1.2(c) of the Model Rules of Professional Conduct provides: “A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.”<sup>3</sup> Furthermore, Rule 6.5 – Nonprofit and Court-Annexed Limited Legal Services Programs – provides for the provision of “short-term limited legal services” to clients in programs sponsored by nonprofit organizations or the courts.<sup>4</sup> Such “short-term services” are defined as:

---

<sup>2</sup> See Mary Helen McNeal, *supra* note 1, at 350-51.

<sup>3</sup> ABA Model Rules of Professional Conduct R. 1.2(c) (2013). “Informed consent” is defined as follows: “Informed consent” denotes the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct. ABA Model Rules of Professional Conduct R. 1.0(e) (2013).

<sup>4</sup> ABA MODEL RULES OF PROFESSIONAL CONDUCT R. 6.5 (2013)



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.<sup>5</sup>

Rule 6.5 further relaxes the rules relating to conflicts of interest to make it easier for private attorneys to take on such limited representation.<sup>6</sup>

Recently, the Committee on Professional Ethics of the New York County Lawyers’ Association endorsed the use of one type of unbundled legal service – “ghostwriting” of pleadings – in a thoughtful ethics opinion.<sup>7</sup> The Committee was asked whether it was permissible for lawyers to draft pleadings for individuals for use in court proceedings in which the lawyers would not be providing representation to, or appearing in court on behalf of, the individuals. Such “ghostwriting” is routinely provided by legal services programs to individuals whom the programs are unable to represent. For example, individuals who are facing eviction may need assistance in drafting a motion for a stay of the eviction.

The Committee concluded that this was a permissible form of limited scope representation under Rule 1.2(c) of the New York Rules of Professional Conduct. The Committee began by discussing the possible benefits of providing limited scope legal assistance to *pro se* litigants. The Committee stated that unbundled legal services are one way to address the needs of people who are unable to afford legal assistance. With respect to “ghost-writing” specifically, the Committee concluded: “[G]hostwriting allows attorneys to fulfill their professional obligation to make the system of justice available to all.”<sup>8</sup>

In addressing the possibility that a *pro se* individual might receive an unfair advantage from such assistance, the Committee distinguished between substantive considerations, relating to the merits of the proceeding, and procedural considerations, relating to the ability of the

---

<sup>5</sup> ABA MODEL RULES OF PROF’L CONDUCT R. 6.5 cmt. 1(2013)

<sup>6</sup> ABA MODEL RULES OF PROF’L CONDUCT R. 6.5 (a) (1),(2) (2013)

<sup>7</sup> N.Y. County Lawyers Ass’n Comm. on Prof’l Ethics, Opinion 742 (April 16, 2010).

<sup>8</sup> *Id.* at 2.

individual to get access to the courts. The Committee noted: “Treating [*pro se*] pleadings more leniently does not make it more likely that a *pro se* litigant will win. It simply makes it more likely that a *pro se* litigant’s cause will be heard on the merits, as opposed to being dismissed at the pleading stage.”<sup>9</sup> The Committee found that any possible concerns about misleading the court by suggesting that the *pro se* individual had prepared the pleadings without any assistance could be addressed by indicating on the pleadings that they had been prepared with the assistance of an attorney. The Committee left to the courts the question of whether, in cases where some disclosure of attorney assistance was found to be required, the pleadings could be submitted anonymously or should include the name of the attorney who had provided the assistance.<sup>10</sup>

Other forms of unbundled legal services have been evaluated by ethics committees. One example is the courthouse based “*pro se* clinic”<sup>11</sup>.

Thus, the ability to “unbundle” legal services is an ethically permissible tool of significant importance to both attorneys and clients. Unbundling has the potential to address the problems of rising legal costs and unmet legal needs. However, because unbundling involves a departure from optimal, full-service, “first-class” legal representation,<sup>12</sup> it also implicates fundamental ethical concerns.<sup>13</sup> Two of these – the danger of violating duties to the client, including the duty of competence, and the potential for inadvertent formation of a full attorney-client relationship – are discussed below.

---

<sup>9</sup> *Id.* at 5.

<sup>10</sup> *Id.* at 6-8.

<sup>11</sup> See Board of Professional Responsibility of the Supreme Court of Tennessee, Formal Ethics Opinion 2005-F-151 (June 17, 2005) (finding most components of *pro se* divorce clinic permissible).

<sup>12</sup> See Stephen Pepper, *The Lawyer's Amoral Ethical Role: A Defense, a Problem, and Some Possibilities*, AMERICAN BAR FOUNDATION RESEARCH JOURNAL 613, 617 (1986) (arguing that the access to law and autonomy that lawyers provide to clients is the means to “first-class citizenship” for the client).

<sup>13</sup> See David L. Hudson, Jr., *A Boost for Unbundling: Lawyers Offering Unbundled Legal Services Must Consider the Ethics Issues*, 99 A.B.A.J. (June 2013), at 22-23; Mary Helen McNeal, *Having One Oar or Being Without a Boat: Reflections on the Fordham Recommendations on Limited Legal Assistance*, 67 FORDHAM L. REV. 2617 (1999).

### III. Danger of Violating Ethical Duty of Competence

It is important for every attorney to realize that any interaction with a client, even for limited purposes, triggers important duties.<sup>14</sup> Chief among these is the duty of competence. Rule 1.1 of the Model Rules of Professional Conduct states: “A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.”<sup>15</sup> The mere fact that an attorney is not providing full legal representation to a client does not relieve the attorney from the responsibility of acting competently. Indeed, competence is arguably even *more important* in situations where an attorney will only be seeing an individual for a brief period of time and may not have the opportunity to follow-up with the individual after this meeting and correct any errors or miscommunications.

The Comments to Rule 1.2, which as noted above permits an attorney to limit the scope of services, explicitly links the duty of competence under Rule 1.1 to the requirement that the limitation on the scope of services be “reasonable”:

[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 was 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 [relating to competence of representation].<sup>16</sup>

Thus, the duty of competence includes a responsibility to determine whether a

---

<sup>14</sup> Professor W. Bradley Wendel has described the principal duties owed to clients in a formal or quasi-client relationship as the “Four-Cs”: competence, communication, confidentiality, and (avoidance of) conflicts. See W. Bradley Wendel, PROFESSIONAL RESPONSIBILITY: EXAMPLES & EXPLANATIONS 22 (2d ed. 2007).

<sup>15</sup> ABA MODEL RULES OF PROF'L CONDUCT R. 1.1 (2013)

<sup>16</sup> ABA MODEL RULES OF PROF'L CONDUCT R. 1.2 cmt. 7 (2013)

contemplated limitation or unbundling of legal services is reasonable under the circumstances. Some limitations on the scope of representation are routine and would not generally involve any ethical concerns. For example, an attorney may agree to handle a case at the trial stage but not on appeal. Or an attorney might agree to handle a client's will but not the client's lawsuit for breach of contract. The Comments to the Model Rules of Professional Conduct provide additional examples.<sup>17</sup>

But there are other situations where the reasonableness of a proposed limitation may be less clear. An attorney's duty of competence involves determining whether the individual will be better off with the limited assistance than without it, i.e. whether *something* is necessarily better than nothing. While it may seem obvious that an individual will always benefit from even limited legal assistance, this is not necessarily true. There may be cases where an attorney risks putting an individual in a worse situation than if the attorney had not become involved in the first place.

One such case provides a cautionary tale for any attorney contemplating limited scope representation. In *MC v. GC*<sup>18</sup>, a law firm attorney had become involved with a *pro bono* divorce program run by a not-for profit organization. The attorney, who had no experience handling divorces, was apparently told by the organization overseeing the *pro bono* program that the assistance she would be providing would be limited to uncontested divorces. The attorney agreed to represent a wife who was referred to her by the organization. When the wife asked the attorney about the possibility of obtaining a custody order that would allow her to relocate with her child, the attorney told her that she would not be able to help with this issue.<sup>19</sup> The attorney explained what she saw as the limited scope of her representation as follows:

---

<sup>17</sup> Comment 6 to Rule 1.2 states: "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. ABA MODEL RULES OF PROF'L CONDUCT R. 1.2 cmt. 6 (2013).

<sup>18</sup> 25 Misc.3d 217 (Sup. Ct., Bronx Co. 2009)

<sup>19</sup> *Id.* at 220-22.

Please be advised that I was not retained for a contested divorce, nor was I retained to advise you regarding relocation. Rather, you originally retained me as pro bono counsel for an *uncontested* divorce, based on the facts that you presented to [the not-for profit organization]. As such, if settlement negotiations break down over an unreasonable disagreement as to visitation rights, I will withdraw my representation. Furthermore, *I will not negotiate the relocation issue under any circumstances*. While I am . . . well aware of your desire to move to Florida in the near future, I do *not have the experience or the time to handle a lengthy relocation trial*. However, once you obtain this divorce, if you do obtain it, you are free to hire whomever you wish, maybe even court appointed counsel, to litigate the relocation issue.<sup>20</sup>

The wife subsequently signed a stipulation of settlement prepared by the attorney. Despite the wife's desire to relocate and the attorney's knowledge of that fact, the stipulation provided that she would not be permitted to do so. In addition, even though the attorney had not discussed equitable distribution of assets with the wife, the stipulation stated that the parties were waiving any right to equitable distribution.<sup>21</sup> The attorney was apparently under the impression that the wife could modify the terms of the stipulation at a later date, but this was not correct.<sup>22</sup>

The wife subsequently retained new counsel and moved to vacate the stipulation and litigate the relocation and equitable distribution issues. In granting the wife's application, the court was highly critical of the *pro bono* attorney, as well as her law firm and the not-for-profit organization. The court found that the attorney lacked appropriate training, supervision, and oversight, and that, as a result, she made material misstatements to the wife and put improper pressure on her to settle.<sup>23</sup>

This case teaches a powerful lesson: An attorney must provide competent representation at all times and may not limit the scope of representation in a way that will unreasonably undermine the effectiveness of the representation. In *MC v. GC*, while it may have been reasonable in the abstract to limit representation to uncontested divorces, the attorney could not permissibly impose that limitation in the face of the client's desire to litigate other issues,

---

<sup>20</sup> *Id.* at 223 (emphasis in original).

<sup>21</sup> *Id.* at 223-24.

<sup>22</sup> *Id.*

<sup>23</sup> *Id.* at 226-29.

including the possibility of relocation. Once the wife was accepted as a client, competent representation required the attorney – or someone else in her firm or in the not-for-profit organization – to provide full representation of the client on all issues necessary to the effective handling of her divorce, or to secure for the client another attorney who would be able to do this.

It is important to stress that the problems of the lawyer in *MC v. GC* were caused, in part, by her desire to “do good” by participating in a *pro bono* program for women who could not afford representation. Despite these honorable intentions, this is an example of a situation where *some* representation might actually have been worse than no representation: The court might well have concluded that since the wife had the benefit of counsel when she signed the stipulation, there was no basis for vacating it. In such circumstances, the wife might actually have done better proceeding *pro se* and raising the relocation and financial issues directly with the court.<sup>24</sup>

Another situation involving issues of competence in the context of limited scope legal services arose in Louisiana after Hurricane Katrina. The Louisiana Bar Ethics Committee saw the need to discourage the stampede of well-meaning, but unqualified, lawyers seeking to come to the state to volunteer their services. In the context of a proposed “hot-line” or advice booth for Katrina victims, the Ethics Committee sounded a cautionary note:

As callers to such a “hotline” and visitors to such a booth will likely be desperate for help, eager for assistance and, therefore, most vulnerable, a lawyer who is not competent in the areas of law at issue (and unwilling/unable to attain competence through seminars, training and other learning aids) should refrain from volunteering to provide this type of assistance *as that lawyer’s participation would have a high potential for causing more harm than good.*

. . . [T]he lawyer confronted with a disaster victim who is seeking advice on matters beyond the lawyer’s competence should refer that person to another lawyer who would be capable of providing competent advice or – *despite the overwhelming desire to help – compassionately but firmly remind the disaster victim of the limitations of the service and decline to offer advice on those*

---

<sup>24</sup> An even more frightening example of the risks of incompetent *pro bono* representation is *Maples v. Thomas*, 131 S. Ct. 1718 (2012). There two law firm associates had undertaken representation of a prisoner on death row. The lawyers left the firm, apparently without making any provisions for the continued representation of the client. When the state court sent a notice to them at their former firm, the firm simply returned the notice to the court. The prisoner’s time to appeal expired. Happily, the Supreme Court reinstated the prisoner’s right to appeal.

*matters which exceed the lawyer's competence.*<sup>25</sup>

In short, there are risks involved in trying to do too much even in, or perhaps especially in, the context of limited scope, unbundled legal services that may require a level of competence that the lawyer does not possess. Sometimes it is better for both the client and the lawyer if the lawyer simply says “No.” This theme is discussed further in the following section.

#### **IV. Danger of Inadvertent Formation of Full Attorney-Client Relationship**

As discussed above in the context of the *MC v. GC* case, a lawyer who has initially agreed to take on only a limited scope of representation may find that principles of competence require her or him to take on responsibility for full representation, because circumstances have caused the limitation to become unreasonable. Another possible concern that arises in limited scope representation or unbundling of legal services is that a lawyer will inadvertently create a full attorney-client relationship involving additional ethical duties to the client.

While state laws and court rules may require lawyers to provide clients with retainer agreements or other formal documents concerning the representation, an attorney-client relationship may be entered into without such formalities and may even occur inadvertently through the actions – or inaction – of the lawyer.<sup>26</sup> Section 14 of the Restatement of the Law Governing Lawyers sets out the requirements for formation of an attorney-client relationship:

---

<sup>25</sup> La. State B. Ass’n., R. of Prof. Conduct Comm., Public Opinion 05-RPCC-005, 2-3 (available at <http://files.lsba.org/documents/Ethics/05005RPCC.pdf>) (emphasis added)

<sup>26</sup> The classic case illustrating this principle is *Togstad v. Vesely, Otto, Miller & Keefe*, 291 N.W.2d 686 (Minn. 1980) (finding attorney liable for malpractice based on a finding that he had inadvertently entered into an attorney-client relationship when the client consulted him and had failed to advise the client competently.)

#### §14. Formation of a Client-Lawyer Relationship

A relationship of client and lawyer arises when:

- (1) a person manifests to a lawyer the person's intent that the lawyer provide legal services for the person; and either
  - (a) the lawyer manifests to the person consent to do so; or
  - (b) the lawyer fails to manifest lack of consent to do so, and the lawyer knows or reasonably should know that the person reasonably relies on the lawyer to provide the services; or
- (2) a tribunal with power to do so appoints the lawyer to provide the services.<sup>27</sup>

Thus, the burden is on the lawyer, as the person possessing superior relevant knowledge and information, to make sure that the client understands whether an attorney-client relationship has been entered into. Ambiguities and misunderstandings will be construed against the attorney and may result in the inadvertent formation of an attorney-client relationship.

This risk is especially acute in situations involving unbundled, limited scope legal services. Many of these arise in the context of *pro bono* programs for individuals who will be handling their own legal proceedings without any legal representation. There is a thin line between assistance to such *pro se* individuals and inadvertent formation of an attorney-client relationship. A lawyer, faced with an individual in need, will naturally want to act out of compassion and do as much as possible for the individual. For example, a lawyer who is participating in a *pro bono* project ghostwriting pleadings to prevent an eviction may feel the urge to *do more* to address the individual's problem. The lawyer may, e.g., offer to let the individual call and have a follow-up conversation about her/his case, or ask the individual to send legal papers to the lawyer for review. Or if an individual learns in, say, an advice-only domestic violence clinic that the *pro bono* lawyer works for a law firm and handles tort actions for money damages, the individual may ask the lawyer for advice about a potential lawsuit arising from an accident.

---

<sup>27</sup> Restatement (Third) of the Law Govering Lawyers §14 (2000).



However, if the lawyer succumbs to these pressures and agrees to take on tasks that are beyond the limited scope of the *pro bono* program, the lawyer may cause an individual to believe that an attorney-client relationship has been formed. If so, the lawyer will inadvertently take on full representational duties, including the duties of competence and confidentiality. This may then create a conflict of interest for the lawyer and require him or her to withdraw from representation of an existing client.<sup>28</sup> Even if a full attorney-client relationship is not formed, an attorney may create a *prospective* client relationship, which involves similar concerns about competence, confidentiality and conflicts of interest.<sup>29</sup>

---

<sup>28</sup> See ABA MODEL RULES OF PROF'L CONDUCT R. 1.7 (2013).

<sup>29</sup> See ABA MODEL RULES OF PROF'L CONDUCT R. 1.18 (2013).

## V. Conclusion

Limiting the scope of representation and unbundling legal services are potentially valuable tools for lowering the cost and expanding the availability of legal services. They are a way to allocate scarce legal resources to address the significant problem of unmet legal needs. However, they come with a potential cost. By definition, limited scope, unbundled services cannot be as effective as full, “1<sup>st</sup> class” representation, and at some point limiting the scope of services becomes unreasonable and fails to meet the standard of competence required of lawyers.

A different concern about limited scope/unbundled legal services is that the individuals served may be confused about whether the lawyer has agreed to represent them. In failing to resolve this ambiguity, a lawyer may inadvertently create a full attorney-client relationship.

Thus for limited scope representation and unbundled legal services, the flip side of the concerns about effectiveness and competency that are discussed in Section III, *supra*, are the concerns about inadvertent formation of an attorney-client relationship discussed in Section IV, *supra*: An attorney may feel that the limited scope, unbundled services, are insufficient to meet all of the individual’s legal needs competently. The lawyer may therefore feel compelled to offer to do more for the individual. But this act of compassion may inadvertently create an attorney-client relationship with all of its attendant ethical duties. This “do too little” or “do too much” dilemma makes it difficult for an attorney to find the right balance in carrying out limited scope legal services.

Attorneys therefore need to proceed with caution and be mindful of the risks, as well as the advantages, of limiting the scope of legal services. As in so many other areas of life, personal and professional, it is important to act with both a “head” and a “heart.”

---

# **Don't Call it Unbundled! Practical Tips for Limited Scope Pro Bono Projects**

---

## **Part 2**



**RULE 6.5:**  
**PARTICIPATION IN LIMITED PRO BONO LEGAL SERVICES PROGRAMS**

**(a) A lawyer who, under the auspices of a program sponsored by a court, government agency, bar association or not-for-profit legal services organization, 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:**

**(1) shall comply with Rules 1.7, 1.8 and 1.9, concerning restrictions on representations where there are or may be conflicts of interest as that term is defined in these Rules, only if the lawyer has actual knowledge at the time of commencement of representation that the representation of the client involves a conflict of interest; and**

**(2) shall comply with Rule 1.10 only if the lawyer has actual knowledge at the time of commencement of representation that another lawyer associated with the lawyer in a law firm is affected by Rules 1.7, 1.8 and 1.9.**

**(b) Except as provided in paragraph (a)(2), Rule 1.7 and Rule 1.9 are inapplicable to a representation governed by this Rule.**

**(c) Short-term limited legal services are services providing legal advice or representation free of charge as part of a program described in paragraph (a) with no expectation that the assistance will continue beyond what is necessary to complete an initial consultation, representation or court appearance.**

**(d) The lawyer providing short-term limited legal services must secure the client's informed consent to the limited scope of the representation, and such representation shall be subject to the provisions of Rule 1.6.**

**(e) This Rule shall not apply where the court before which the matter is pending determines that a conflict of interest exists or, if during the course of the representation, the lawyer providing the services becomes aware of the existence of a conflict of interest precluding continued representation.**

**Comment**

[1] Legal services organizations, courts, government agencies, bar associations and various non-profit organizations have established programs through which lawyers provide free short-term limited legal services, such as advice or the completion of legal forms, to 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 utilize the conflict-checking system required by Rule 1.10(e) before providing the short-term limited legal services contemplated by this Rule. *See also* Rules 1.7, 1.8, 1.9, 1.10.

[2] A lawyer who provides short-term limited legal services pursuant to this Rule must secure the client's informed consent to the limited scope of the representation. *See* Rule 1.2(c). If a short-term limited representation would not be reasonable under the circumstances, the lawyer may offer advice to the client, but must also advise the client of the need for further assistance of counsel. Except as provided in this Rule, these Rules, including Rules 1.6 and Rule 1.9(c), are applicable to the limited representation.

[3] Because a lawyer who is representing a client in the circumstances addressed by this Rule ordinarily is not able to check systematically for conflicts of interest, paragraph (a) requires compliance with Rules 1.7, 1.8 and 1.9 only if the lawyer knows that the representation presents a conflict of interest for the lawyer, and with Rule 1.10 only if the lawyer knows that another lawyer in the lawyer's firm is affected by these Rules.

[4] Because the limited nature of the services significantly reduces the risk of conflicts of interest with other matters being handled by the lawyer's firm, paragraph (b) provides that Rules 1.7 and 1.9 are inapplicable to a representation governed by this Rule, except as provided by paragraph (a)(2). Paragraph (a)(2) requires the participating lawyer to comply with Rule 1.10 only when the lawyer knows that the lawyer's firm is affected by Rules 1.7, 1.8 or 1.9.

[5] If, after commencing a short-term limited representation in accordance with this Rule, a lawyer undertakes to represent the client in the matter on an ongoing basis, Rules 1.7, 1.9(a) and 1.10 become applicable.



### ***Limited Scope Legal Services Understanding and Agreement***

This Clinic is sponsored by The Legal Aid Society. The Legal Aid Society has recruited private law firms, companies, and organizations (collectively, the "Volunteer Attorneys") to assist at the Clinic. Volunteer attorneys at this event have donated their time, and will not charge a fee for their assistance. The purpose of the legal clinic is to provide limited free legal information. This document represents the **entirety** of the understanding between you and the Volunteer Attorneys. It contains the terms under which, as part of the Clinic, you are eligible to receive **limited** legal information and assistance.

I understand and agree to the following:

1. The Volunteer Attorney will provide me with limited legal advice based on the information that I supply here today during the course of the consultation.
2. This is a free consultation.
3. The Volunteer Attorney is not representing me in any ongoing capacity. Instead, the Volunteer Attorney's services are limited to the consultation provided to me.
4. Unless agreed to in writing, the Volunteer Attorney will not help me in any capacity after the completion of today's consultation and will assume no liability regarding the outcome of my legal problems.
5. If I have any further questions, and the Volunteer Attorney has NOT agreed in writing to help me further, I should consult an attorney on my own because I will not be able to follow-up with the Volunteer Attorney.
6. Everything I discuss today with the Volunteer Attorney will be kept confidential to the full extent permitted by the law and required by lawyers' ethical rules.
7. The Volunteer Attorney may decline to advise me:
  - (a) If the Volunteer Attorney has actual knowledge that providing advice to me at this time involves a conflict of interest for the Volunteer Attorney or the Volunteer Attorney's employer;
  - (b) If my legal problems are too complicated and beyond the scope of this project; or
  - (c) For any other reason set forth in the New York Rules of Professional Conduct.
8. The Volunteer Attorney or the Volunteer Attorney's law firm/employer may have an existing conflict of interest in providing advice to me at this time or such a conflict may arise in the future. Unless the Volunteer Attorney has actual knowledge at this time that providing advice to me at this time involves a conflict of interest for the Volunteer Attorney or the Volunteer Attorney's law firm/employer, I agree to waive any such conflict arising out of the matters discussed here today whether presently or in the future.

After the Clinic, if you wish to inquire separately about follow-up assistance with legal issues, please contact The Legal Aid Society by telephone at: \_\_\_\_\_ or by email at: \_\_\_\_\_@legal-aid.org

This agreement has been read and explained to me in a language that I understand.

\_\_\_\_\_  
Your Name (please print)

\_\_\_\_\_  
Volunteer Attorney

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Today's Date





---

## **Don't Call it Unbundled! Practical Tips for Limited Scope Pro Bono Projects**

---

### **Biographies**



## Jennifer L. Colyer, Fried Frank, Harris, Shriver & Jacobson LLP

**Jennifer L. Colyer** is special counsel in the Litigation Department, and resident pro bono counsel in the New York office. She joined the Firm in 1993 and became special counsel in 2000.

As pro bono counsel, Ms. Colyer is responsible for directing the overall pro bono program and supervising individual pro bono projects handled by other attorneys at the Firm. Ms. Colyer specializes in immigration and criminal defense and LGBT rights cases. In 2010, she was counsel to the attorney for the child in the landmark case of *Debra H. v. Janice R.*, in which the New York Court of Appeals gave effect to a lesbian couple's Vermont civil union to find that the child had two legal parents. On the immigration front, Ms. Colyer has extensive experience in asylum, VAWA, U-Visa and cancellation of removal cases and has won asylum based on political opinion, sexual orientation, HIV status and other social group claims. She also handles family-based immigration petitions. For the past ten years, Ms. Colyer has defended individuals facing a broad array of criminal charges in federal court.

In addition, her extensive litigation experience includes a broad range of civil matters as well as substantial work on investigations brought by the United States Securities and Exchange Commission, United States Attorney's office and other criminal and internal investigations.

### Honors & Awards

In May 2016, Ms. Colyer spoke about partnerships between law firms and legal services organizations at the ABA/NLADA Equal Justice Conference. In 2014, Ms. Colyer was honored with the Safe Haven Award from Immigration Equality. In June 2014, Ms. Colyer was recognized as one of 500 leading lawyers in America by Lawdragon. In May 2014, Ms. Colyer spoke at the ABA Equal Justice Conference about law firm/public school legal clinics. In February 2014, Ms. Colyer received the Pro Bono Liaison Award from Her Justice. In June 2011, Ms. Colyer was honored by the New York City Bar Association for her work on behalf of members of the LGBT community. In 2010, she was recognized by the Legal Aid Society for her work representing inmates who are eligible to apply for resentencing under New York State's Drug Law Reform Act.

### Professional Associations

Association of Pro Bono Counsel (President, 2010 - 2012; Corporate Secretary, 2009 - 2010; Board Member, 2006 - present)  
Immigration Equality and Immigration Equality Action Fund, Board of Directors, Member  
Pro Bono and Public Service Committee, New York City Bar Association, Member  
Federal Bar Council Public Service Committee, Member  
National Pro Bono Summit, American Bar Association, Participant

## Louis S. Sartori, The Legal Aid Society

Louis S. Sartori is the Director of the Pro Bono Practice at The Legal Aid Society in New York City. The Legal Aid Society is the nation's oldest and largest provider of free legal services to the poor. The Pro Bono Practice partners with attorneys from the private bar to assist the Society's staff in handling matters for thousands of clients in their Civil, Criminal Defense and Juvenile Rights practices. Lou has been a presenter at the Pro Bono Institute's Annual Conference, most recently on *Best Practices for Working with Public Interest Groups* and a frequent panelist at the ABA and NLADA Equal Justice Conference. He formerly co-chaired the Best Practices Subcommittee of the New York City Bar Association Committee on Pro Bono and Legal Services.

Prior to joining the Pro Bono Practice, Lou was the Attorney-in-Charge of the Society's Manhattan and Staten Island Juvenile Rights trial offices and oversaw the initiation of programs focusing on literacy and the needs of adolescents transitioning from foster care. Lou began his legal career as a judicial law clerk in the Superior Court of New Jersey. He then worked as a Staff Attorney in both the Juvenile Rights and Criminal Defense practices of Legal Aid, as well as an associate with a private firm specializing in employee benefits. Lou has also served as an Adjunct Professor of Law at St. John's University School of Law, as Guest Lecturer at Wake University School of Law and as faculty for several National Institute for Trial Advocacy (NITA) and Practicing Law Institute (PLI) programs.

Manasi Raveendran, IBM

Manasi Raveendran is a Cybersecurity Attorney with IBM and supports the IBM Chief Information Security Office (CISO) and other corporate and business functions with cybersecurity investigations; cybersecurity policies, education, and regulatory compliance; and security-related negotiations with customers. Prior to joining the cybersecurity legal team, Manasi was an attorney focused on IBM's state & local government accounts. She currently serves as Pro Bono Coordinator for the IBM Legal Department and as the Pro Bono and Cybersecurity Editor for the Department. She is also an Advisory Committee Member of the American Bar Association (ABA) Commission on Immigration. She graduated from the University of Notre Dame Law School with a J.D. and from Boston University with a B.A. in International Relations and Political Science.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

[illegible]

[illegible]



[illegible]

[illegible]



### ***Limited Scope Legal Services Understanding and Agreement***

This Clinic is sponsored by The Legal Aid Society. The Legal Aid Society has recruited private law firms, companies, and organizations (collectively, the "Volunteer Attorneys") to assist at the Clinic. Volunteer attorneys at this event have donated their time, and will not charge a fee for their assistance. The purpose of the legal clinic is to provide limited free legal information. This document represents the **entirety** of the understanding between you and the Volunteer Attorneys. It contains the terms under which, as part of the Clinic, you are eligible to receive **limited** legal information and assistance.

I understand and agree to the following:

1. The Volunteer Attorney will provide me with limited legal advice based on the information that I supply here today during the course of the consultation.
2. This is a free consultation.
3. The Volunteer Attorney is not representing me in any ongoing capacity. Instead, the Volunteer Attorney's services are limited to the consultation provided to me.
4. Unless agreed to in writing, the Volunteer Attorney will not help me in any capacity after the completion of today's consultation and will assume no liability regarding the outcome of my legal problems.
5. If I have any further questions, and the Volunteer Attorney has NOT agreed in writing to help me further, I should consult an attorney on my own because I will not be able to follow-up with the Volunteer Attorney.
6. Everything I discuss today with the Volunteer Attorney will be kept confidential to the full extent permitted by the law and required by lawyers' ethical rules.
7. The Volunteer Attorney may decline to advise me:
  - (a) If the Volunteer Attorney has actual knowledge that providing advice to me at this time involves a conflict of interest for the Volunteer Attorney or the Volunteer Attorney's employer;
  - (b) If my legal problems are too complicated and beyond the scope of this project; or
  - (c) For any other reason set forth in the New York Rules of Professional Conduct.
8. The Volunteer Attorney or the Volunteer Attorney's law firm/employer may have an existing conflict of interest in providing advice to me at this time or such a conflict may arise in the future. Unless the Volunteer Attorney has actual knowledge at this time that providing advice to me at this time involves a conflict of interest for the Volunteer Attorney or the Volunteer Attorney's law firm/employer, I agree to waive any such conflict arising out of the matters discussed here today whether presently or in the future.

After the Clinic, if you wish to inquire separately about follow-up assistance with legal issues, please contact The Legal Aid Society by telephone at: \_\_\_\_\_ or by email at: \_\_\_\_\_@legal-aid.org

This agreement has been read and explained to me in a language that I understand.

\_\_\_\_\_

Your Name (please print)

\_\_\_\_\_

Your Signature

\_\_\_\_\_

Volunteer Attorney

\_\_\_\_\_

Today's Date