

**The Florida Bar Standing Committee
on Pro Bono Legal Services**

**Pro Bono Toolkit for Limited Scope
Representation**

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LIMITED SCOPE REPRESENTATION AND PRO BONO SERVICE

Limited scope representation, often known as “unbundled services,” is a professional strategy that allows attorneys to provide targeted assistance to potential clients, focusing on the parts of a case where their expertise is most needed. This type of assistance is permitted under the [Florida Rule of Professional Conduct 4-1.2\(c\)](#) so long as it is reasonable under the circumstances and the client gives informed consent. Limited scope representation benefits both pro bono attorneys and their clients who cannot afford full representation. The 2022 Justice Gap Report found that 92% of low-income Americans were under or unrepresented in their civil legal needs. This is up from 86% in 2017 and is indicative of why civil legal aid and pro bono services are so important.

Specific examples of limited scope representation include: drafting a subpoena for records; prepare a QDRO; answer questions about strategy to a SRL; assisting client in completing pro se forms (common needs are small claims petitions and forms related to dissolution of marriage); representing a detained immigrant in a bond proceeding; represent a client in an administrative proceeding; submitting FEMA-appeals after a disaster declaration; conducting a deposition.

Civil legal service organizations are excellent partners in the limited scope world, as they provide: up-front screening for eligibility and legal issues; training and on-going support to the volunteer; liability coverage; recognition; reimbursement for litigation-related expenses and some out-of-pocket costs; and access to cases based on the volunteer’s skills and interest areas. Civil legal service organizations are also experts at working with low-income and unhoused clients and can provide guidance on best practices to volunteers.

RULES RELEVANT TO PRO BONO PRACTICE AND LIMITED SCOPE REPRESENTATION

Florida Rule of Professional Conduct [4-6.1 - Pro Bono Public Service](#)

Florida Rule of Professional Conduct [4-1.2\(c\)](#) explicitly permits limited scope representation with written consent.

Limitation of Objectives and Scope of Representation. If not prohibited by law or rule, a lawyer and client may agree to limit the objectives or scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent in writing, except that a lawyer giving advice in a short term limited legal services program under Rule 4-6.6 is not required to obtain the consent in writing. If the lawyer and client agree to limit the scope of the representation, the lawyer must advise the client regarding applicability of the rule prohibiting communication with a represented person.

Comment to Florida Rule of Professional Conduct 4-1.2 indicates that a lawyer is not required to sign pleadings prepared for pro se litigants; the lawyer must instead include, on each pleading, the statement “Prepared with the Assistance of Counsel.” It also expressly permits limited appearances in family law proceedings.

Florida Rule of Professional Conduct [4-6.2 - ACCEPTING APPOINTMENTS](#)

Florida Rule Of Professional Conduct [4-6.6 - SHORT-TERM LIMITED LEGAL SERVICES PROGRAMS](#)

Florida Rule of Professional Conduct 4-4.2(b) establishes the presumption that a party receiving limited scope representation is considered unrepresented for purposes of this rule unless the opposing lawyer is notified to the contrary in writing. Lawyers providing limited scope representation should discuss the issue with the client, determine whether the client will be considered represented for purposes of the rule, and notify the opposing lawyer in writing if the opposing lawyer must obtain the limited scope lawyer’s consent to communicate with the person receiving limited scope representation. Best practice is to include the decision in a written limited scope representation agreement.

Florida Rule of Professional Conduct 4-4.3(b) establishes the presumption that a party receiving limited representation is considered unrepresented for purposes of this rule unless the opposing lawyer is notified to the contrary in writing. If a lawyer providing limited scope representation and the limited scope representation client agree that the client will be considered represented for purposes of Rule 4-4.2, the lawyer providing limited scope representation should advise the opposing lawyer in writing that communication must be through the lawyer providing limited scope representation unless that lawyer consents to direct communication with the limited scope representation client.

Florida Rule Civil Procedure 1.041 - LIMITED APPEARANCE ATTORNEYS

[Rule 1.041 - LIMITED APPEARANCE ATTORNEYS, Fl. R. Civ. P. 1.041 |](#)

Florida Family Law Rules of Procedure governing limited scope representation and self-help centers include:

- [Rule 12.040\(a\)](#) expressly permitting limited appearances with a filed notice, signed by the party;
- [Rule 12.040\(b\)-\(c\)](#) allowing an attorney who has entered a limited appearance to terminate without leave of court, so long as the attorney files a notice of completion;
- [Rule 12.040\(d\)](#) requiring pleadings filed by pro se litigants, and prepared with the assistance of an attorney, to contain a certification that the party received assistance from

an attorney;

- [Rule 12.040\(e\)](#) requiring an attorney who has filed a limited appearance to include specific language on pleadings filed with the court;
- [Rule 12.040\(f\)](#) governing service in conjunction with limited appearances and requiring that all pleadings or other documents and all notices of hearings be served upon both the attorney and the party. When the attorney receives a notice of a hearing that is outside the scope of the representation, it instructs the attorney to notify the court and opposing party that the attorney will not attend proceeding or hearing; and

- [Rule 12.750](#) governing the operation of self-help programs within family courts.

OPPORTUNITIES FOR IDENTIFYING CLIENTS FOR LIMITED SCOPE REPRESENTATION

Partnering with a legal aid program when undertaking pro bono work can provide pro bono attorneys with certain benefits. For example, legal aid programs prescreen and vet clients for pro bono eligibility and legal issue viability. Many programs also offer pro bono attorneys subject matter training, legal templates, malpractice insurance, and mentorship. Below are links to assist with finding the perfect case.

- Florida Pro Bono Matters: [Florida Pro Bono Matters | FFLA \(fundingfla.org\)](#)
- The [Legal Aid in Florida](#) consumer pamphlet lists all Legal Aid offices around the state.
- [FFLA \(Funding Florida Legal Aid\) Legal Aid Programs Listing](#)
- Florida Pro Bono Coordinators Association: [FPBCA - Home](#)
- Free Legal Answers [Florida \(freelegalanswers.org\)](#)
- FACE: Florida Attorneys Counseling on Evictions initiative
- [Committees: Pro Bono – Appellate Practice Section of The Florida Bar \(flabarappellate.org\)](#)
- [Home - Middle District of Florida Bankruptcy Pro Se Assistance Clinic \(bankruptcyproseclinic.com\)](#)
- [Emeritus status | FFLA \(fundingfla.org\)](#)

RESOURCES FOR PRO BONO LAWYERS

Sample Limited Scope Representation Agreement: See attached “A”

Sample Limited Scope Representation Disengagement Letter: See attached “B”

Sample Notice of Limited Appearance: [NOTICE OF LIMITED APPEARANCE](#)

[Family Law Forms - Florida Courts \(flcourts.gov\)](#)

Certified Lawyers On Call (CLOC): [Certified Lawyers on Call \(CLOC\) – The Florida Bar](#)

Florida Courts Help: [Florida Courts Help \(flcourts.gov\)](#)

[ABA Center on Pro Bono](#)

[Unbundling Resource Center \(americanbar.org\)](#)

[Limited Scope Representation in Pro Bono & Public Interest Cases 2022: Ethical & Practical Challenges](#)

[Best Practices for Providing Limited Scope Representation](#)

[Handbook on Limited Scope Legal Assistance](#)

FREQUENTLY ASKED QUESTIONS

[Pro Bono Service and Reporting – The Florida Bar](#)

ARTICLES AND COMMENTARY

No One Likes to Be Ghosted, Especially Judges, By Catherine Peek McEwen United States Bankruptcy Judge, Middle District of Florida (See attached “C”)

[Guideline A-3 on the Practitioner's Responsibilities in Limited Representation \(americanbar.org\)](#)

CASELAW

[The Strand on Ocean Drive Condominium Association, Inc., vs. Jeffrey Haym; John Doe Tenant; and, Jane Doe Tenant, In The Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, CASE NO. 2017 025588 CA 01 \(February 2, 2018\)](#)

In re Ruiz Bkrcty.M.D.Fla. | September 05, 2014 | 515 B.R. 362 KAREN S. JENNEMANN, Chief United States Bankruptcy Judge

In re: Shatusky Bkrcty.M.D.Fla. | March 18, 2022 | Not Reported in B.R. Rptr. Roberta A. Colton, United States Bankruptcy Judge

In re Mathis Bkrcty.N.D.Ga. | January 27, 2012 | 465 B.R. 325 | MARY GRACE DIEHL, Bankruptcy Judge.

In re Brown Bkrcty.S.D.Fla. | June 16, 2021 | 631 B.R. 77 Laurel M. Isicoff, Chief United States Bankruptcy Judge

In re Hampson Bkrcty.N.D.Ga. | September 14, 2009 | 429 B.R. 360 | PAUL W. BONAPFEL, Bankruptcy Judge.

O'Boyle v. Town of Gulf Stream Fla.App. 4 Dist. | June 01, 2022 | 341 So.3d 343 | Gross, J.

Amendments To Rules Regulating The Florida Bar and Florida Family Law Rules of Procedure (Unbundled Legal Services) Fla. | November 13, 2003 | 860 So.2d 394 | PARIENTE, J

SAMPLE LIMITED SCOPE REPRESENTATION AGREEMENT “A”

Sample Engagement Agreement for Legal Services

This agreement (Agreement) is made between Client _____ (Client) and Attorney _____ (Attorney). The attorney only represents the Client. The attorney does not represent any other person in this matter.

1. **The Client’s Goals.** The client has engaged an Attorney to help them achieve certain goals. The client’s goals in this case include:
2. **The Scope of the Representation.** To accomplish the Client’s goals, the Attorney will provide legal services that are limited to the following (describe the scope of representation – be specific): *Client and Attorney have discussed the difference between full representation and limited scope representation and agree that limited scope representation is an appropriate option for Client at this time based on Client’s case, abilities, goals, and budget.*
3. **Attorney Responsibilities.**
 - a. **Assigned Services.** Client and Attorney have completed the Attorney and Client Task Assignment Checklist (Checklist) and attached it to this document. Attorney is only responsible for completing the services marked “Yes” in the “Attorney To Do” column of the Checklist. Client is responsible for completing all other tasks, including, but not limited to, those tasks marked “Yes” in the “Client To Do” column of the Checklist. *[Note: It is a best practice to complete the Checklist and append it to the Agreement. If an attorney chooses not to do this, the attorney should outline in the Agreement which tasks they will and will not be responsibility for during the engagement.]*
 - b. **Additional Services.** If Attorney is requested or required to provide additional services, Attorney and Client will complete and sign a new Checklist and Engagement Agreement for Legal Services. Client will pay additional fees (to be agreed upon by Client and Attorney) for additional services.
4. **Client Responsibilities and Control.** Client will handle all parts of the case except those that are assigned to Attorney in the Checklist. Client will be in control of the case and will be responsible for all decisions made during the case. Client agrees to:

- a. Cooperate with Attorney and Attorney's staff by promptly giving them all information they reasonably request about the case.
- b. Promptly tell Attorney anything they know about the case, including any concerns they have, and to update Attorney as new information or concerns arise.
- c. Promptly provide Attorney with copies of all court documents and other written materials that Client receives or sends out about the case.
- d. Immediately provide Attorney with any new court documents, including pleadings or motions, received from the other party or the other party's attorney.
- e. Keep all documents related to the case together and organized in a file for Attorney to review as needed.
- f. Maintain an active phone number and email address by which Attorney can communicate with Client about the representation and where Client can receive documents and notifications from Attorney and the circuit clerk's office in litigated matters. Client will check their voicemail and email account at least once every couple of days. If there are circumstances that prevent Client from doing this, Client will decide what the best way for Attorney to communicate with Client is and will provide written notice to Attorney of their decision.

5. **Communication by Opposing Lawyer.** Attorney and client have discussed the issue of whether Client will be considered represented for purposes of Rule 4-4.2 and therefore whether opposing lawyer will be required to obtain consent of Attorney before directly communicating with Client. Attorney and Client agree that Client ___ will ___ will not be considered represented for purposes of Rule 4-4.2.
6. **Right to Seek Advice of Other Counsel.** Client has the right to ask another attorney for advice and professional services at any time during or following this Agreement.
7. **No Guarantees.** Client agrees that Attorney has not made any promises or guarantees that their involvement in the case will cause a certain outcome or result.
8. **Termination.** Client and Attorney have entered into a voluntary relationship and may end that relationship at any time. Client may end the relationship for any reason. Attorney may end the relationship if Attorney learns that Client has misrepresented or failed to disclose material facts to Attorney, if Client insists on taking action that the lawyer considers imprudent or has a fundamental disagreement with, if Client fails to cooperate in the representation, if Client fails to make the agreed upon payment(s), or for any other reason allowed by the *Florida Rules of Professional Conduct*. If the relationship ends, Client has a right to request a copy of their file, which includes all of the information given by Client to Attorney and any legal work completed by Attorney on Client's behalf.

9. **Withdrawal of Attorney.** Attorney's obligation to Client is over once Attorney has completed all of the services identified in the attached Checklist. If Attorney has made a limited scope appearance on behalf of Client, that appearance should be terminated or withdrawn in a timely manner. In addition, Attorney may withdraw from the representation at any time as permitted under the *Florida Rules of Professional Conduct*.

10. Release of Client's Papers and Property. Once all of Attorney's services are performed, Attorney will return all original documents to Client. If Client requests that all paper and property be returned, Attorney will release all of Client's papers and property to Client within a reasonable period of time. If Client does not make this request or give other direction, Attorney may dispose of the papers and property after seven (7) years following completion of services.

11. Client has carefully read this Agreement and understands all of its provisions. Client agrees with the following statements by initialing each one:

- a. [] Attorney has accurately described my goals in Paragraph 1.
- b. [] I am responsible for my case and will be in control of my case at all times as described in Paragraph 4.
- c. [] The services that I want Attorney to perform in my case are identified by the word "YES" in the "Attorney To Do" column of the Checklist that is attached to this Agreement. I take responsibility for all other aspects of my case, including, but not limited to, those tasks assigned to me under the "Client To Do" column in the Checklist.
- d. [] Attorney discussed the difference between full representation and limited scope representation and I understand and accept the limitations on the scope of Attorney's responsibilities identified in Paragraphs 2 and 3.
- e. [] I will pay the Attorney for services as described in Paragraph 5.
- f. [] I understand that any amendments to this Agreement must be in writing as described in Paragraph 3.
- g. [] I acknowledge that I have been advised by Attorney that I have the right to consult with another independent attorney to review this Agreement and to advise me on my rights as a client before I sign this Agreement.

Client Signature

Date:

Attorney Signature

Date:

SAMPLE LIMITED SCOPE REPRESENTATION DISENGAGEMENT LETTER “B”

Limited Scope Representation Disengagement Letter

[Specification of date]

[Name of client]

[Address of client]

Re: Confirmation of Disengagement

File ID: *[Number of file ID]*

Dear *[Name of client]*:

Thank you for allowing me *[name of legal representative]* to provide legal services to you pursuant to our Agreement for Limited Scope Services. (Enclosed/Attached is a copy of (the relevant document(s)). I have completed the scope of the legal representation agreed to in our Limited Scope Engagement Agreement for legal services. *[Description of case outcome or services rendered]*.

As a result, our attorney/client relationship has concluded, and I am no longer representing you in this matter. I am, therefore, closing your file. I will retain a copy of your file for no more than [] years, after which I may destroy all documents in your file. It is crucial that you keep your file and all your documentation concerning this legal matter in a secure place, as it may be necessary in the future.

It has been a pleasure serving you. I trust that this matter was resolved to your satisfaction. If you require further legal assistance in the future, whether it's related to this or any other legal matter, please do not hesitate to reach out to my office. I am here to help.

Thank you again for allowing *[name of law firm]* to represent you in this matter. Please do not hesitate to contact us if you have any further questions on this or any other issue.

Sincerely,

[Name of attorney]

[Name of law firm]

[Enclosures]

NO ONE LIKES TO BE GHOSTED, ESPECIALLY JUDGES “C”

**BY CATHERINE PEEK MCEWEN, UNITED
STATES BANKRUPTCY JUDGE, MIDDLE
DISTRICT OF FLORIDA**

No One Likes to Be Ghosted, Especially Judges

©By Catherine Peek McEwen
United States Bankruptcy Judge, Middle District of Florida

Ghostwriting and unbundling to enable a debtor client to receive fewer services and thus pay less than the going rate for full-service representation may be tempting — particularly during troughs in the economic cycle of the bankruptcy business. But beware, because what follows here may spook you. Ghostwriting and the resultant unbundling of a full-service package are rarely acceptable in bankruptcy courts sitting in Florida.

Unbundling

Generally speaking, limited scope representation (unbundling) with the client’s informed consent is permitted. But the general rule yields to the more particular requirements of the Rules of Professional Conduct of the Rules Regulating the Florida Bar for attorneys in Florida. The Model Rules of Professional Conduct provide that “[a] lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.” Model Rules of Prof’l Conduct R. 1.2(c). However, the Rules Regulating the Florida Bar, Rules of Professional Conduct differ in three ways, one being more broad and the others more restrictive: (i) the limitation may apply to the objectives of the representation as well as the scope, (ii) the client must agree in writing, and (iii) the limitation must comply with applicable law and rules. R. Regulating Fla. Bar 4-1.2(c).

Thus, Florida attorneys must consult a court’s local rules to determine if those rules preclude so-called “unbundling” of legal services even if such practice is otherwise permissible. For example, Rule 2091-1 of the Local Rules of the United States Bankruptcy Court for the Middle District of Florida do not permit unbundling absent court approval if the attorney files the petition. The rule provides:

Unless the Court has permitted the withdrawal of the attorney under Local Rule 2091-2, an attorney who files a petition on behalf of a debtor shall attend all hearings in the case that the debtor is required to attend under any provision of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, these rules, or order of the Court. However, counsel need not attend a hearing regarding a matter to which the debtor is not a party and whose attendance has only been required as a witness.

Bankr. M.D. Fla. R. 2091-1. *Cf.* Bankr. N.D. Fla. R. 2090-1 D. (1); Bankr. S.D. Fla. R. 2090-1(E).

Query: What if the attorney doesn't technically *file* the petition? See *In re Ruiz*, 515 B.R. 362 (Bankr. M.D. Fla. 2014).

N.B.: Bankruptcy courts in the Middle District of Florida *may* authorize unbundling and permit an attorney to cease providing services post-petition when the pre-petition representation is on a pro bono basis. So, for example, if an attorney provides pre-petition services to an indigent client on a pro bono basis just to get the case started correctly, the Court would likely permit her withdrawal from the rest of the case.

Ghostwriting

Aside from running afoul of local rules prohibiting unbundling, the preparation of a petition and accompanying papers without disclosure of an attorney's involvement (ghostwriting) often violates an attorney's duty of candor to the court.

Just what may an attorney do without disclosing his involvement to the court? The answer depends on the nature of the work performed and the jurisdiction in which it is performed. As noted in *Torrens v. Hood (In re Hood)*, 727 F.3d 1360 (11th Cir. 2013), different views exist among circuit courts that have weighed in on ghostwriting. "Compare *Duran v. Carris*, 238 F.3d 1268, 1273 (10th Cir. 2001) (per curiam) (stating that 'any ghostwriting of an otherwise pro se brief must be acknowledged by the signature of the attorney involved'), and *Ellis v. Maine*, 448 F.2d 1325, 1328 (1st Cir. 1971) (requiring that '[i]f a brief is prepared in any substantial part by a member of the bar, it must be signed by him'), with *In re Liu*, 664 F.3d 367, 373, 381 n.5 (2d Cir. 2011) (per curiam) (concluding that ghostwriting 'largely non-substantive' petitions for administrative cases 'did not constitute misconduct and therefore [did] not warrant the imposition of discipline.')." *Hood*, 727 F.3d at 1364 n. 5. In *Hood*, the Eleventh Circuit joined the *Liu* camp, holding that the a law firm that assisted the debtor in completing a "fill-in-the-blank" standard form document did not "draft," meaning write or compose, the document and thus did not commit fraud on the court by failing to disclose the firm's involvement. *Hood*, 727 F.3d at 1364-65.

But if the attorney's services go beyond a fill-in-the-blank form, then in Florida, the Rules Regulating the Florida Bar treat ghostwriting as incompatible with the admonitions that that "[a] lawyer shall not . . . make a false statement of fact or law to a tribunal," R. Regulating Fla. Bar 4-3.3(a)(1), and "shall not . . . engage in conduct involving dishonesty, fraud, deceit, or misrepresentation." *Id.* at 4-8.4(c). A lawyer who "assists a pro se litigant by drafting any document to be submitted to a court, [need not] sign the document" *id.* at 4-1.2(c) cmt, but "the lawyer must indicate 'Prepared with the assistance of counsel' on the document to avoid

misleading the court, which otherwise might be under the impression that the person, who appears to be proceeding pro se, has received no assistance from a lawyer.” *Id.* at 4-1.2(c).

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A danger or possible unfairness of such a misimpression in federal court is that in some federal circuits, trial judges must give pro se litigants more leeway than those represented by counsel. For example, the United States Court of Appeals for the Eleventh Circuit instructs trial judges to treat pro se litigants with “special care” because they “occupy a position significantly different from that occupied by litigants represented by counsel.” *Johnson v. Pullman, Inc.*, 845 F.2d 911, 914 (11th Cir. 1988) (quoting *Moore v. Florida*, 703 F.2d 516, 520 (11th Cir. 1983)). The court in *Johnson* reasoned that “[g]iven the unique status of pro se litigants in our court system,” it would be inappropriate in pro se cases to automatically apply the rules the same way as “in cases where parties are represented by attorneys presumably schooled in established court procedures.” *Id.* Hence, an ostensibly pro se party who has been assisted by unidentified counsel might gain an unwarranted advantage in the form of leniency if the ghostwriting remains undisclosed.

However, as indicated above, in federal courts in Florida, merely filling out standardized forms does not constitute ghostwriting. According to the Eleventh Circuit, that type of service is technically not “drafting” within the meaning of the comment to Rule 4-1.2(c). *Hood*, 727 F.3d at 1364. In *Hood*, the law firm’s secretary completed a “standard fill-in-the-blank Chapter 13 petition based on Hood’s verbal responses.” *Id.*

Query: Would the Eleventh Circuit, or should it, have a different view if a lawyer, and not a secretary, filled out the form after consultation with the client? (Hint: “Who, within the firm, filled out the petition is a distinction without a difference.” *Hood*, 727 F.3d at 1365.) Would the Eleventh Circuit, or should it, have a different view if a lawyer filled out schedules and the SOFA, and not just the petition, after consultation with the client? *See Ruiz, infra.*