

## Appendix 1: Limited Scope Agreement

### LAW & MEDIATION OFFICES OF FORREST S. MOSTEN

ATTORNEYS AND MEDIATORS  
FORREST S MOSTEN\*

11661 SAN VICENTE BOULEVARD, SUITE 414  
LOS ANGELES, CALIFORNIA 90049  
TELEPHONE (310) 473-7611  
FACSIMILE (310) 473-7422

LOUIS M. BROWN CLIENT LIBRARY

DISPUTE RESOLUTION ASSISTANT

\*CERTIFIED FAMILY LAW SPECIALIST  
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

PRACTITIONER MEMBER  
Association of Conflict Resolution

E-MAIL – mosten@mediate.com  
website www.MostenMediation.Com

## LIMITED SCOPE CLIENT-LAWYER AGREEMENT

This Agreement is made between Attorney and Client as designated at the end of this agreement.

1. Nature of Agreement. This Agreement describes the relationship between the Attorney and Client.

Specifically, this Agreement defines:

- a) The general nature of Client's case;
- b) The responsibilities and control that Client agrees to retain over the case;
- c) The services that Client seeks from Attorney in his/her capacity as attorney at law;
- d) The limits of Attorney's responsibilities;
- e) The immunity from civil liability granted to the Attorney for services not provided by Attorney;
- f) Methods to resolve disputes between Attorney and Client;
- g) The method of payment by Client for services rendered by Attorney.

2. Nature of Case. The Client is requesting services from Attorney in the following matter:

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3. Client Responsibilities and Control. The Client intends to handle his/her own case and **understands that** he/she will remain in control of the case and be responsible for all decisions made in the course of the case.

The Client agrees to:

- a) Cooperate with Attorney or office by complying with all reasonable requests for information in connection with the matter for which Client is requesting services;
- b) Keep Attorney or office advised of Client's concerns and any information that is pertinent to Client's case;
- c) Provide Attorney with copies of all correspondence to and from Client relevant to the case
- d) Keep all documents related to the case in a file for review by Attorney.

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

- \_\_\_ 1. Legal advice office visits, telephone calls, fax, mail, E-mail;
- \_\_\_ 2. Advice about availability of alternative means to resolving the dispute, including mediation and arbitration;
- \_\_\_ 3. Evaluation of Client's self-diagnosis of the case and advising Client about legal rights;
- \_\_\_ 4. Guidance and procedural information for filing or serving documents;
- \_\_\_ 5. Review correspondence and court documents;
- \_\_\_ 6. Prepare and/or suggest documents to be prepared;
- \_\_\_ 7. Factual investigation: contacting witnesses, public record searches, in-depth interview of client;
- \_\_\_ 8. Legal research and analysis;
- \_\_\_ 9. Discovery: interrogatories, depositions, **requests for document production**;
- \_\_\_ 10. Planning for negotiations, including simulated role playing with Client;
- \_\_\_ 11. Planning for court- appearances made by Client, including simulated role playing with Client;
- \_\_\_ 12. Backup and troubleshooting during the trial;
- \_\_\_ 13. Referring Client to other counsel, expert or **professional**;
- \_\_\_ 14. Counseling Client about an appeal;
- \_\_\_ 15. Procedural assistance with an appeal and assisting with substantive legal argumentation in an appeal;
- \_\_\_ 16. Provide preventive planning and/or schedule legal check-ups;
- \_\_\_ 17. Other:

5. **Attorney's Responsibilities** The Attorney shall exercise due **professional care and observe** strict confidentiality in providing the services identified by a check mark in **Paragraph 4 above**. **In providing those services, Attorney SHALL NOT**

a) Represent, speak for, appear for, or sign papers on the Client's behalf; b) Provide services in Paragraph 4 which are not identified by a check mark; or c) Make decisions for Client about any aspect of the case.

**6. Method and Payment for Services**

a) **Hourly fee** The current hourly fee charged by Attorney for services under this agreement is as follows:

Senior Partner:	\$ _____
Junior Partner:	\$ _____
Associate:	\$ _____
Paralegal:	\$ _____
Document Preparer:	\$ _____

Unless a different fee arrangement is specified in clauses (b) or (c) of this Paragraph, the hourly fee shall be payable at the time of the service

b) **Payment from Retainer.** The Client shall have the option of setting up a deposit fund with Attorney, out of which payment for services may be made as they occur. If a retainer is established under this clause, Attorney shall mail Client a billing statement summarizing the

type of services performed, the costs and expenses incurred, and the current balance in the retainer after the appropriate deductions have been made. Client may optionally replenish the retainer or continue to draw the fund down as additional services are delivered. If the retainer becomes depleted, Client shall pay for additional services as provided in clauses (a) or (c) of this Paragraph.

- c) **Flat Rate Charges.** The Attorney may optionally agree to provide one or more of the services described in Paragraph 4 at a flat rate. Any such agreement shall be set out in writing, dated, signed by both Attorney and Client and attached to this Agreement.
- d) **Attorneys' Fees.** Should it be necessary to institute any legal action for the enforcement of this Agreement, the prevailing party shall be entitled to receive all court costs and reasonable attorneys' fees incurred in such action from the other party. 7. **Resolving Disputes Between Client and Attorney.**
  - a) **Notice and Negotiation.** If any dispute between Client and Counselor arises under this Agreement, both Attorney and Client agree to meet and confer within ten (10) days of written notice by either Client or Attorney that the dispute exists. The purposes of this meeting and conference will be to negotiate a solution short of further dispute resolution proceedings.
  - b) **Mediation.** If the dispute is not resolved through negotiation, Client and Attorney shall attempt, within fifteen (15) days of failed negotiations, to agree on a neutral mediator whose role will be to facilitate further negotiations within fifteen (15) days. If Attorney and Client cannot agree on a neutral mediator, they shall request that the Beverly Hills Bar Association select a mediator. The mediation shall occur within fifteen (15) days after the mediator is selected. The Attorney and Client shall share the costs of mediation, provided that payment or the costs and any Attorneys' fees may also be mediated.
  - c) **Arbitration.** If mediation fails to produce a full settlement of the **dispute satisfactory to both Client and Attorney**, Client and Attorney agree to submit to binding arbitration under the **rules of the Los Angeles County Bar Association**. This arbitration must take place within sixty (60) days of the failure of mediation. Fees and Attorneys' fees for arbitration and prior mediation may be awarded to the prevailing party.
- 3. **Amendments and Additional Services.** This written Agreement governs the entire relationship between Client and Attorney. All amendments shall be in writing and attached to this Agreement. If Client wishes to obtain additional services from Attorney as defined in Paragraph 4, a photocopy of Paragraph 4 that clearly denotes which extra services are to be provided, signed and dated by both Attorney and Client and attached to this Agreement shall qualify as an amendment.

**Civil Immunity for Counsel.** Client hereby waives any right to prosecute a claim of professional negligence against Attorney for any service not specifically set forth by a check mark or actually undertaken by lawyer in paragraph 4 of this Agreement. The Client grants to Attorney complete immunity from civil liability arising from all aspects of the case not specifically undertaken by the Attorney. Client acknowledges that many attorneys will not offer limited scope representation due to the fear of malpractice claims by clients who later find **or believe that the** limited scope representation was not sufficient to properly protect the client. The Client acknowledges that retaining an attorney for limited scope representation is a consumer choice by the Client based on Client's desire to lower fees, maintain client control and belief that the Client can competently handle **all issues and tasks not** specifically undertaken by Attorney. Client agrees to bear the full

risk of any damage caused to the Client due to the Client handling the matter without specifically requested legal services from the Attorney. Such waiver of malpractice claims does not extend to those services which the Attorney undertakes to render on behalf of the Client as instructed by the Client. The Attorney represents that the law firm carries Professional Liability Insurance as required by the State Bar of California.

10. **Statement of Client's Understanding.** I have carefully read this Agreement and believe that I understand all of its provisions. I signify my agreement with the following statements by initialing each one:

- \_\_\_\_\_ I have accurately described the nature of my case in Paragraph 2;
- \_\_\_\_\_ I will remain in control of my case and assume responsibility for my case as described in Paragraph 3;
- \_\_\_\_\_ The services that I want Attorney to perform in my case are identified by check marks in Paragraph 4. I take responsibility for all other aspects of my case; I accept the limitations on Attorney's responsibilities identified in Paragraph 5 and understand that if I make mistakes in handling my own case, **I have granted the Attorney** immunity from being sued for professional malpractice. This means that I cannot sue and/or recover from the Attorney regardless of the damage I might suffer;
- \_\_\_\_\_ I shall pay Attorney for services rendered as described in Paragraph 6; ~
- \_\_\_\_\_ I will resolve any disputes I have with Attorney under this Agreement in the manner described in Paragraph 7;
- \_\_\_\_\_ I understand that any amendments to this Agreement shall be in writing, as described in Paragraph 8;
- \_\_\_\_\_ I acknowledge that I have been advised by Attorney that I have the right to consult another independent Attorney to review this Agreement and **to Advise me on my rights** as a Client before I sign this Agreement.

Dated:

Signed: \_\_\_\_\_  
CLIENT

Dated:

Signed: \_\_\_\_\_  
ATTORNEY