

Michael P. Riley
Eugene G. Bushmann
James W. Gallaher
Lori J. Levine
Rudolph L. Veit
Mark A. Ludwig*
Dana L. Frese
Edward C. Clausen
Carla G. Holste
Douglas W. Hennon
Charles J. McPheeters
Paul Graham
Charles A. "Chip" Gentry
Jason L. Call*

Carson & Coil, P.C.

LAW OFFICES

P.O. Box 28
515 East High Street
Jefferson City, Missouri 65102
(573) 636-2177
(573) 636-7119 (fax)
www.carsoncoil.com

Nicole L. Sublett
Anne E. Kern
John L. Wood
Jason H. Ludwig

Michael Madsen
Of Counsel

Forrest P. Carson
(1910-1981)
Cullen Coil
(1907-1989)

*Also licensed in Illinois

May 30, 2008

Chief Justice Laura Denver Stith
The Honorable Mary Rhodes Russell
Supreme Court of Missouri
207 West High Street
Jefferson City, MO 65101

Re: Access to Family Courts Committee

Dear Judge Stith & Judge Russell:

Attached you will find the very brief revisions to the new Court Rules on Limited Scope Representation. The new language is underlined. I apologize for the delay in getting this language to you. However, as you are well aware, we were in the process of forming a new committee to review the rules and make these recommendations and that new committee first met on May 22, 2008.

During our meeting in March, we discussed the need for two changes to the LSR rules. They were:

1. To clarify that ghostwriting of pleadings was permitted; and
2. To permit initial consultations, telephone consultations, and the like to be provided without the necessity of a written agreement signed by the client.

The greatest concern regarding the current rule was voiced by Legal Services which was concerned that unless the language was changed, they could no longer provide brief telephone consultations where they give advice but do not take on representation or accept a "case." The committee envisioned that this problem went beyond Legal Services. The committee believed it could prevent phone banks coordinated by local bar associations, the Missouri Bar, law schools, and other non-profit organizations from easily providing single contact, pro bono, informal advice that these groups often provide as a public service. Thus, the committee expanded the language beyond Legal Services to permit accredited law schools, bar associations, and non-profits to provide these services without the necessity of an agreement signed by the client. The requirement that a writing be made by the attorney documenting the contact remains in the rule.

The change regarding pro bono services passed unanimously; the change regarding ghostwriting passed nearly unanimously, with one "nay."

I have been advised by a representative of Legal Services that all four Missouri Legal Services entities support these changes. I am requesting that they put that support in writing to you.

If you need any further input or assistance regarding these limited proposed changes, please let me know. I'll be more than happy to visit with you. I am hopeful that these tweaks are all we need and will be acceptable to the Court.

Yours very truly,

A handwritten signature in black ink, appearing to read "Lori". The signature is fluid and cursive, with a large initial "L" and a smaller "ori".

Lori Levine

LJL:aed

enclosure

4-1.2(c) A lawyer may limit the scope of representation if the client gives informed consent in a writing signed by the client to the essential terms of the representation and the lawyer's limited role. The requirement of a writing signed by the client does not apply to an initial consultation or to pro bono services provided through a nonprofit organization, a court-annexed program, a bar association, or an accredited law school. The lawyer shall document the initial consultation or services in writing. Use of a written notice and consent form substantially similar to that contained in the comment to this Rule 4-1.2 creates the presumptions:

Comments

[2] A lawyer may assist a self-represented litigant on a limited basis without undertaking the full representation of the client on all issues related to the legal matter for which the lawyer is engaged. Any doubt about the scope of representation should be resolved in a manner that promotes the interests of justice and those of the client and opposing party. Use of a written agreement for limited representation is required, except as provided in the rule. The initial consultation ends when the lawyer and the client agree that the lawyer will or will not undertake the representation. A lawyer may provide legal advice during an initial consultation. The lawyer should explain to the client the risks and benefits of limited representation during consultation on limiting the scope of representation. An agreement for limited representation does not exempt a lawyer from the duty to provide competent representation; however, the limitation of the scope of representation is a factor to be considered when determining the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation as required in Rule 4-1.1.

XXXXX

55.03(a) Signature Required. Every pleading, motion and other filing shall be signed by at least one attorney of record in the attorney's individual name or, if the party is not represented by an attorney, shall be signed by the party. An attorney who assists in the preparation of a pleading, motion, or other filing for an otherwise self-represented person is not required to sign the document