

Committee Opinion
February 13, 1989

LEGAL ETHICS OPINION 1193

ATTORNEY/CLIENT RELATIONSHIP –
ZEALOUS REPRESENTATION:
PROPRIETY OF PLACING
LIMITATIONS ON THE SCOPE OF
LEGAL SERVICES.

You have inquired whether it is proper for a legal aid office/law firm to agree to represent a client in a divorce on the condition that the client agrees to delay full litigation of spousal support, child custody and marital property issues until after the firm's representation is concluded. The firm's representation would include, however, seeking a provision in any divorce decree reserving issues of spousal support, child custody and equitable distribution.

Under the Code of Professional Responsibility, decisions regarding the objectives of a lawyer's representation of a client are to be made by the client after consultation with the lawyer. The attorney-client relationship is a contractual one which is entered into after mutual agreement as to its existence and scope. Thus, the Committee opines that a limitation on the scope of legal services provided to a client is not per se violative of the lawyer's duty to the client, assuming that the full and adequate disclosure has been made and the client consents to the limited scope of representation. However, the extent to which disclosure should be made is paramount, as consent from a Legal Aid client may not be truly free and volitional if the client believes that he or she has no other choice, or little or no opportunity of securing other counsel. Even with the appropriate disclosure and consent, such an agreed-upon limitation may not, however, materially impair the client's rights. Therefore, a clear reservation of rights should be included in any decree finalized under the limited representation.

The Committee directs your attention to Disciplinary Rule 7-101(A)(2) [DR:7-101], which requires that a lawyer shall not intentionally fail to carry out a contract of employment except under the appropriate withdrawal procedures. Therefore, the Committee believes that unless the limitations of the representation have been clearly delineated, the attorney would be expected to attend to all matters incident to the divorce proceeding. (See also DR:6-101(B))

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