

**PENNSYLVANIA BAR ASSOCIATION COMMITTEE
ON LEGAL ETHICS AND PROFESSIONAL RESPONSIBILITY**

and

PHILADELPHIA BAR ASSOCIATION PROFESSIONAL GUIDANCE COMMITTEE

JOINT FORMAL OPINION 2011-100

REPRESENTING CLIENTS IN LIMITED SCOPE ENGAGEMENTS

I. Introduction

When a lawyer is engaged to represent a client, it is important that both the lawyer and client understand the scope of that engagement. It might be a relationship in which the lawyer is engaged to handle all aspects of a matter, either a business transaction or lawsuit, subject of course to client control of critical decisions; or it may involve a more limited relationship in which the client wishes to engage the lawyer only for a discrete task or tasks as part of a larger matter in which the client will otherwise act *pro se*.

It is not unusual for clients in these economic times to have limited means to pay for their legal representation. Nor it is unusual for lawyers to be unable or unwilling to perform substantial legal work on a pro bono or reduced fee basis. In other instances, it may simply be the client's preference unrelated to financial concerns to act as his or own representative, seeking legal advice only on an as needed basis.

To the extent that services are provided for part, but not all, of a transaction or proceeding, this practice has been referred to as "discrete task representation," "limited scope engagement," or "unbundling" of legal services. When such a representation involves drafting or revising pleadings for submission to a tribunal, it is often referred to as "ghostwriting." (Some of these terms are or may be perceived to be used pejoratively. That is not intended here. They are only used to pose the issues to be addressed in this opinion.)

These circumstances raise two sets of issues to which this opinion is addressed: first, the ethical and practical concerns posed in a lawyer-client relationship when a limited scope engagement is entered into; and second, issues related to the obligation of lawyers to reveal the existence of such a limited scope engagement to others involved in the matter, most particularly to courts before whom clients are appearing *pro se*, with assistance from a lawyer with whom he or she has a limited scope engagement.

This Joint Formal Opinion analyzes these ethical concerns in representing clients in limited scope engagements in light of the applicable Pennsylvania Rules of Professional Conduct (the “Rules”).¹ The Committees have examined the full spectrum of authority in framing this ethics-driven analysis of limited scope engagements. Research included opinions generated by Bar ethics committees and court decisions.

The Committees also considered varying circumstances calling for limited scope engagements in diverse jurisdictions and practice areas and noted the assortment of procedural rules which inform the analysis. An appendix of those opinions is attached to this Joint Opinion as Appendix A. Appendix B lists pertinent rules of professional conduct in other jurisdictions.

II. Definitions

A. Unbundled Legal Services

“Unbundled” or “limited scope” legal services are separate legal services which are provided by a lawyer and which are not part of a comprehensive legal engagement covering all aspects of a given legal matter. For example, a lawyer and client could agree that the lawyer will handle negotiations in an effort to resolve a dispute. The engagement would end either when a

¹ This Opinion is not intended to address the situation where someone asks for advice in any informal setting or similar isolated interactions, but rather addresses dealings with clients or prospective clients more formally seeking legal services.

deal is struck or when the parties decide that further discussion would not be productive. There would be no obligation to draft a complaint in connection with the dispute should the negotiations fail. Another example would be limiting the scope of what the lawyer does by capping the fee or the number of hours which the lawyer will spend on the matter.

B. “Ghostwriting” or Undisclosed Representation

“Ghostwriting” is a term which has been used to refer to representing a client without disclosing the existence of the lawyer-client relationship to the opposing party. Most frequently, “ghostwriting” is discussed in connection with litigation. As an example, a lawyer drafts a complaint, but advises the client that he or she will not enter a court appearance should the client proceed in court. “Ghostwriting” also occurs in the context of a transaction where a lawyer provides comments on an agreement or suggests language changes, but the communications remain direct contacts only between the lawyer and the client.

III. Limited Scope Engagements are Permitted by the Rules of Professional Conduct

While it is not controversial to say so, it is worth observing at the outset that the Rules unambiguously permit, even encourage, limited scope engagements. Rule 1.2(c) provides: “A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.”

Rule 6.1, dealing with Voluntary Pro Bono Publico Service, exhorts a lawyer to “render public interest legal service.” This Rule refers particularly to “providing professional services at no fee or a reduced fee to persons of limited means....” A frequent reason for a client to choose a lawyer’s limited service rather than full representation is the client’s limited means. A person who cannot afford a lawyer to represent him or her for all aspects of a proceeding or engagement

surely benefits from having some help rather than none. Thus, a lawyer who provides a service without a fee or for a reduced fee renders a public service. Rule 6.1 encourages public interest legal service. The Pennsylvania Bar Association Limited Representation Working Group Final Report dated June 2008 identifies the need and provides frameworks for “...broad[ening] access to counsel to parties that generally would be self-represented at points in the process where the assistance and guidance of counsel is particularly helpful and where that assistance can be limited in scope and performed in a discrete timeframe.”

Similarly, Rule 6.5, governing Nonprofit and Court Appointed Limited Legal Services Programs, anticipates limited scope engagements. The Rule specifically refers to “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,” under appropriate nonprofit or court-sponsored programs. Rule 6.5 relaxes the rule governing imputed disqualification to facilitate participation in such programs. RPC 6.5(a).²

These provisions support the engagement of a lawyer to provide specifically designated services and no more.³

² See, PBA Informal Opinion 2004-120 (Based on Rules 1.2(c) and 6.5, limited representation agreements between pro bono attorneys and indigent clients are enforceable as long as the client gives informed consent. In addition, merely referring a poor person to a web resource, for example, via a telephone help line or similar pro bono activity does not constitute the undertaking of an unlimited representation.); PBA Informal Opinion 2006-04 (A legal services organization may, under Rules 1.2(c) and 6.5, provide limited scope representation to custody clients in non-emergency cases); See also, Commission on Justice Initiatives in Pennsylvania, Report and Recommendation of the Task Force on Self-represented Litigation (Dec. 22, 2006)(“Unbundling may provide an opportunity to combine the provision of limited legal services [,which are permissible under Rules 1.2(c) and 6.5,] in certain areas in a way that may be helpful to self-represented persons who undertake to represent themselves in other legal matters outside the scope of representation.”); PBA Limited Representation Working Group, Final Report (June 2008) (Recommending a “Best Practices” model for limited scope representation to increase the delivery of legal services to the needy in Pennsylvania).

³ Although limited engagements are generally permissible, attorneys must still comply with any applicable statutes that either limit the amount of a fee that may be charged a client or

IV. Ethical Considerations Applicable to Limited Scope Engagements

While limited scope engagements are plainly permissible, a lawyer must be mindful of several important considerations in undertaking such an engagement.

A. Considerations in Accepting a Limited Scope Engagement.

Rule 1.2(c) provides: “A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.” Thus, right on the face of the rule, there are two important limitations.

1. The “reasonableness” of a limited engagement.

Before accepting a limited engagement, a lawyer must consider whether doing so is “reasonable” in the circumstances present. As the comment to Rule 1.2 provides:

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

permit a fee to be paid to counsel only upon approval of a Judge, Administrative Law Judge, or other similar body. For example, court/judicial approval is necessary before an attorney may accept a fee in Social Security disability matters or in Pennsylvania workers' compensation claims before Workers' Compensation Judges or the Appeal Board.

preparation reasonably necessary for the representation. See Rule 1.1.

2. Informed Consent.

It is also critical that the client know of and understand the limited scope of the engagement, and that such engagements are only undertaken with the client's informed consent.

The Rules define that concept with some specificity. Rule 1.0(e) provides that:

"Informed consent" denotes the consent 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.

The comments accompanying that section provide even more explanation of what may be required.

. . . The communication necessary to obtain such consent will vary according to the Rule involved and the circumstances giving rise to the need to obtain informed consent. The lawyer must make reasonable efforts to ensure that the client or other person possesses information reasonably adequate to make an informed decision. Ordinarily, this will require communication that includes a disclosure of the facts and circumstances giving rise to the situation, any explanation reasonably necessary to inform the client or other person of the material advantages and disadvantages of the proposed course of conduct and a discussion of the client's or other person's options and alternatives. In some circumstances it may be appropriate for a lawyer to advise a client or other person to seek the advice of other counsel. A lawyer need not inform a client or other person of facts or implications already known to the client or other person; nevertheless, a lawyer who does not personally inform the client or other person assumes the risk that the client or other person is inadequately informed and the consent is invalid. In determining whether the information and explanation provided are reasonably adequate, relevant factors include whether the client or other person is experienced in legal matters generally and in making decisions of the type involved, and whether the client or other person is independently represented by other counsel in giving the consent. Normally, such persons need less information and explanation than others, and generally a client or other person who is independently represented by other counsel in giving the consent should be assumed to have given informed consent.

[7] Obtaining informed consent will usually require an affirmative response by the client or other person. In general, a lawyer may not assume consent from a client's or other person's silence. Consent may be inferred, however, from the conduct of a client or other person who has reasonably adequate information about the matter...For a definition of "signed," see paragraph (n). The term informed consent in Rule 1.0 and the guidance provided in the Comment should be understood in the context of legal ethics and is not intended to incorporate jurisprudence of medical malpractice law.

Mindful of these limitations, the *Restatement of the Law Governing Lawyers*, § 19 comment c, describes “five safeguards” about whether an agreement to limit the scope of a lawyer’s services is reasonable:

First, a client must be informed of any significant problems a limitation might entail, and the client must consent...

Second, any contract limiting the representation is construed from the standpoint of a reasonable client...

Third, the fee charged [, if any,] by the lawyer must remain reasonable in view of the limited representation...

Fourth, any change made an unreasonably long time after the representation begins must meet the more stringent tests...for post inception contracts or modifications...

Fifth, the terms of the limitation must...be reasonable in the circumstances. When the client is sophisticated in such waivers, informed consent ordinarily permits the inference that the waiver is reasonable. For other clients, the requirement is met if, in addition to informed consent, the benefits supposedly obtained by the waiver – typically, a reduced legal fee or the ability to retain a particularly able lawyer – could reasonably be considered to outweigh the potential risk posed by the limitation...⁴

We believe the guidelines set forth above are useful and encourage their consideration by lawyers contemplating a limited engagement. Further, in analyzing these factors, a lawyer

⁴ RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS § 19, comment c (2000) (cross-references omitted).

should also consider whether a prospective client possesses or lacks capacity “to make adequately considered decisions” concerning a limited scope for the lawyer’s services. See Rule 1.14(a). In doing so, a lawyer might consider that a person who has sufficient capacity for a full representation might nonetheless lack sufficient capacity to give informed consent to a limited scope engagement.

In considering “any significant problems a limitation might entail,” a lawyer should consider whether the prospective client has sufficient capacity to use the lawyer’s work. For example, if a prospective client understands spoken English, but does not read English, a lawyer might decline a limited-scope engagement unless the lawyer is satisfied that the client will have available to him or her a trusted family member or friend who can read the lawyer’s work.

The client also must understand the material services which are being omitted from the engagement, which the client may have to undertake personally.

It is the strong view of both committees that the client’s informed consent to a limited engagement is sufficiently important that it should be confirmed in writing, as defined in Rule 1.0(b), specifically by memorializing it within the context of the representation agreement. This dovetails with the requirement under Rule 1.5(b) that a fee letter issue for all new clients.⁵

⁵ This opinion is confined to setting forth our views on the ethical considerations a lawyer should make in considering such a limited engagement. Nevertheless, we point out that such considerations are also to be recommended as a risk management issue. A lawyer should be mindful that if the client is dissatisfied with the outcome of the matter in which the lawyer is acting in a limited capacity, and the poor result is a consequence of the client’s inability given the complexity of the matter to effectively use the lawyer’s limited work product or of the lawyer’s lack of appreciation for some nuance in the representation due to the lawyer’s limited involvement, the client could assert a claim that the lawyer is responsible for the poor outcome. Entirely apart from the matter of adherence to the Rules’ ethical constraints, it will be important for the lawyer’s defense of a malpractice claim that he or she be able to demonstrate that the costs, benefits and, most importantly, the risks of the limited representation were fully explained to the client and understood and accepted by the client.

B. The Need to Adhere to All Applicable Rules in Connection with Limited Scope Engagements.

If the lawyer does enter into a limited engagement, he or she must be careful not to fall into the trap of thinking that the limited engagement is not a full lawyer- client relationship, one triggering all of the obligations that are inherent in a plenary representation. It is. All rules which apply to any other engagement apply to a limited scope engagement, including, but not limited to, the duties of:

- competent representation (Rule 1.1);
- diligence (Rule 1.2);
- communication (Rule 1.4);
- representation agreements (Rule 1.5);
- confidentiality (Rules 1.6 and 1.9); and
- avoidance of conflicts of interest (Rules 1.7, 1.8, 1.9, 1.10, 1.11, 1.12).

Moreover, in the context of limited scope engagements, several specific observations are warranted.

First, a lawyer who drafts a paper that reflects inadequate research or analysis likely breaches a lawyer's duty of competence. A lawyer also should consider the need for extra steps to increase the likelihood that the client can integrate the lawyer's work into the client's self-representation.

Second, the lawyer should be wary that the client is not making use of the lawyer's limited services to engage in action that the lawyer could not do himself. As Rule 8.4(c) states:

It is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, *or do so through the acts of another*.

(Emphasis added.)

This Rule poses special problems to which a lawyer accepting a limited engagement should be attuned. For example, the lawyer should be wary that the client is not using the lawyer's limited assistance to assert meritless claims. Doing so may violate Rule 3.1, which states:

A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law....

Thus, if a lawyer's drafting for an unrepresented litigant would, in practical effect, serve to assert a claim, defense, or issue in a proceeding, a lawyer should apply this rule as though he or she were the unrepresented litigant's counsel of record. If the client seeks to assert false statements or frivolous grounds, a lawyer should advise the client concerning the consequences of, and remedies for, harms caused by a frivolous position or misleading representation and should not assist the client in taking such position. If the matter cannot be resolved, the lawyer must withdraw from the engagement as provided under Rule 1.16(d)(1) (Withdrawal).

This observation also applies the obligation to adhere to Rule 4.1, which requires that:

In the course of representing a client a lawyer shall not knowingly:

(a) make a false statement of material fact or law to a third person, or

(b) fail to disclose a material fact to a third person when disclosure is necessary to avoid aiding and abetting a criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.

The Committees are mindful that inherent in any limited representation, indeed, even in any plenary representation, a lawyer does not by virtue of his or her status as a lawyer become a guarantor of or responsible for the client's conduct of which the lawyer is not aware. A client's misbehavior in the course of a matter in which he is being represented is not generally chargeable to the lawyer. That said, the nature of a limited representation, where the lawyer by

definition does not control everything done or said by the client, offers more opportunity to create the impression, correctly or not, that the lawyer knew or should have known of some misconduct engaged in by the client, and thereby may suggest that the lawyer has violated one or more of the Rules. No opinion such as this could address all the possibilities for such alleged violations. The Committees suggest that a consideration of such matters at the onset of a limited representation and on an ongoing basis during it would be prudent.

C. A Lawyer Is Not Required Under the Rules of Professional Conduct to Disclose a Limited Scope Engagement to an Opposing Party or to the Court in a Litigation Matter

The issue that has raised the most controversy in connection with limited scope engagements is whether or not a lawyer who is assisting a litigant in a court proceeding is obliged under the Rules to disclose his or her engagement in the matter to the tribunal.

Various courts and bar association ethical guidance committees have reached different conclusions on that subject.⁶ As one can see by examining the attached Appendix A, at least 29⁷

⁶ See, *In re Fengling Liu*, Docket No. 09-90006-am (2d Cir. Nov. 22, 2011), wherein the Second Circuit refused to adopt a part of the recommendation of the Court's Committee on Attorney Admissions and Grievances that Liu be disciplined for violating her duty of candor by helping *pro se* petitioners draft and file petitions for review without disclosing her involvement to the Court. Observing a recent trend by the majority of state courts and state ethics committees permitting undisclosed ghostwriting, the Court concluded, "In light of this court's lack of any rule or precedent governing attorney ghostwriting, and the various authorities that permit that practice, we conclude that Liu could not have been aware of any general obligation to disclose her participation to this court." See also, Ira P. Robbins, *Ghostwriting: Filling in the Gaps of Pro Se Prisoners' Access to the Courts*, 23 Geo. J. Legal Ethics 271 (2010).

⁷ There are more than 29 opinions listed in Appendix A, but the number in the text does not count opinions listed in Appendix A that have been superseded by another opinion from the same issuing body. For example, the American Bar Association's Formal Opinion 07-446, which found that the Rules do not require disclosure, superseded a prior Informal Opinion that held otherwise, ABA Informal Opinion 1414.

opinions have been issued by various bar associations on the topic. Eleven, including the American Bar Association, have concluded that disclosure to a tribunal of the fact of assistance is not required. Eighteen have concluded that at least some disclosure is required. While only three have held that disclosure of assistance is always mandatory, thirteen have found that disclosure is required where the aid provided to a litigant is “substantial” or “extensive”, and two would require disclosure of the fact of legal assistance but not the identity of the provider.

Those bodies that have found an obligation to advise a tribunal of the limited engagement have based their reasoning on one or more of the following grounds: non-disclosure violates Rule 3.3 (Candor to Tribunal) or Rule 8.4 (barring “dishonesty, fraud, deceit or misrepresentation” or “conduct prejudicial to administration of justice”); nondisclosure exploits courts’ less stringent treatment of parties perceived to be *pro se*; non-disclosure allows a lawyer to avoid the obligations under applicable rules of civil procedure triggered by filing and/or signing pleadings, such as Fed. R. Civ. Pro. 11, and permits circumvention of rules preventing a lawyer from withdrawing an appearance without court permission.

The Committees are mindful that nondisclosure of a limited representation may under certain circumstances amount to a lack of candor or serve to mislead a tribunal, but it is the view of these Committees that the Rules generally impose no requirement of disclosure.

There is no Rule of Professional Conduct which specifically addresses this issue. There are of course general rules which require fairness in dealing with opposing parties (Rule 3.4); truthfulness in statements to others (Rule 4.1); and fairness in dealing with unrepresented parties (Rule 4.3). In our view, none of them requires disclosure of the existence of a limited engagement. The prohibitions or requirements of those rules all deal with specific situations that do not implicate this issue.

Two specific rules are worthy of comment. Rule 3.3 provides that a lawyer shall not knowingly “make a false statement of material fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer . . .”; and Rule 8.4 bars a lawyer engaging in conduct “involving dishonesty, fraud, deceit or misrepresentation” or from conduct “that is prejudicial to the administration of justice”.

We do not believe that limited engagements are in any way improper or otherwise blameworthy endeavors that somehow are so suspect that their very existence must be disclosed to a court or other party under these Rules. Entering into a limited representation is decidedly not dishonest, fraudulent or deceitful and so long as one does not represent to anyone affirmatively that a lawyer is not assisting the client, there is no reason why a failure to disclose such assistance is inherently problematic. Indeed, quite the opposite might be true. The client may not wish that the court, or, for that matter, anyone else know of the relationship, and that is the client’s right under Rules 1.6 and 1.2. The lawyer is making no representation to a court. The entire point is that he or she has not entered an appearance and therefore is not before the court himself or herself.

As to the argument that non-disclosure exploits courts’ possible leniency towards *pro se* parties at least on matters of procedure, the argument appears to be that a failure to affirmatively advise the court that a lawyer is engaged to provide limited assistance to a litigant who appears to be *pro se* is a material omission or inherent misrepresentation because a court lacking such information might hold the litigant perceived to be unrepresented to less stringent standards in the litigation matter, and that if that litigant is in fact represented behind the scenes, that would be unfair to the court and to the litigant’s opponent. In our view, such reasoning is unpersuasive. Under Pennsylvania law, *pro se* litigants are not excused from adherence to the applicable rules and should not expect special accommodation from the court. As Pennsylvania’s

Supreme Court has said, “any layperson choosing to represent himself in a legal proceeding must, to some reasonable extent, assume the risk that his lack of expertise and legal training will prove his undoing.” *Vann v. Commonwealth*, 508 Pa. 139, 148, 494 A.2d 1081, 1086 (1985), quoting *Groch v. Unemployment Compensation Board of Review*, 81 Pa.Cmwlth. 26, 30, 472 A.2d 286, 288 (1984).

See also, e.g., Rosselli v. Rosselli, 750 A.2d 355 (Pa. Super. 2000) and *Smathers v. Smathers*, 670 A.2d 1159 (Pa. Super. 1996); *Winpenny v. Winpenny*, 643 A.2d 677 (Pa. Super. 1994). It may be true, as a practical matter, that some courts do grant such leeway on occasion, but we do not feel compelled to manufacture a requirement that does not otherwise exist in the Rules just because some courts may choose to apply procedural requirements less stringently when dealing with *pro se* litigants in relation to represented litigants.

As to the final two rationales of those bodies that require disclosure, namely, that non-disclosure would permit avoidance of Rule 11-type obligations and permit withdrawal without court supervision, the whole point of a limited representation is that the lawyer is *not* before the Court, and so those rules are never triggered in the first place. In our view, to interpret the Rules of Professional Conduct so as to impose obligations on lawyers that they would have if they were to enter an appearance before a court misses the whole point of the Rule’s explicit grant of permission to undertake limited engagements in the first place.

Finally, requiring a lawyer or his or her client always to disclose the lawyer’s involvement would frustrate, and often would practically negate, the purposes of Rule 1.2’s explicit allowance of limited scope engagements. A judge who sees or learns the limited-service lawyer’s name might order the lawyer to thereafter represent the client for all purposes, with the practical result that the lawyer serves without commensurate compensation, preparation, or resources. Particularly in the context of litigation, such a lawyer might be able to provide an

appropriate insert to a brief on a discrete issue, but be unprepared or unable to handle the rigors of a trial, and the client may not want that either. Requiring the lawyer to handle all aspects of a matter might be a result beneficial to the court, but that is not reason to construct an ethical obligation that does not otherwise exist under the Rules as written.

Thus, these Committees conclude that the Rules do not require as a matter of course that a lawyer reveal to a tribunal that he or she is advising a litigant in a limited engagement.

Two important observations and caveats are warranted. It would be error to draw from this opinion the misimpression that providing limited assistance will insulate a lawyer from the potential disciplinary consequences of shoddy work or erroneous legal advice, or the violation of all applicable Rules that would apply to any representation, as discussed above. As with any representation, limited or not, the legal advice rendered and the work product must comply with the governing standard of care and with the Rules.

Moreover, a lawyer may be under an obligation to make such disclosure from sources *other than* the Rules. A lawyer should look to a number of sources in addition to the Rules. A lawyer whose client is using his work-product or assistance in a court proceeding should review the applicable rules of criminal or civil procedure, including local rules, guidelines of the judge assigned to the matter, and the procedures of the pertinent government agency⁸ or of any other tribunal where the matter is pending.⁹ Indeed, some federal courts in Pennsylvania have deemed

⁸ A U.S. Government agency has power to make rules governing practice before the agency. 31 U.S.C. § 330; Appropriations Act of July 7, 1884, ch. 334, § 3, 23 Stat. 236, 258-259 (1884). For example, the Treasury Department and its Internal Revenue Service (31 C.F.R. Part 10) and the Securities and Exchange Commission (17 C.F.R. Parts 201-210) have made detailed rules.

⁹ A lawyer should consider whether Pennsylvania's or another State's professional conduct rules govern the lawyer's conduct. Under Rule 8.5(b)(1), if a lawyer's limited service is intended for use "in connection with a matter pending before a tribunal" and the court sits outside Pennsylvania, the applicable rules might be the rules of another jurisdiction.

a failure to disclose such involvement as a violation of Fed. R. of Civ. Pro. 11.¹⁰ Lawyers should be cautious to familiarize themselves with such authorities other than the Rules and act in conformity with those authorities where applicable.

V. Conclusion

Limited scope engagements, for no fee or a reduced fee, are permitted and encouraged by the Rules of Professional Conduct. A lawyer should secure the informed consent of his or her client to the terms of the engagement and fully inform the client as to the ramifications of this type of representation. A lawyer should consider all of the circumstances and conditions, including applicable rules of court, court orders, substantive law, the Rules of Professional Conduct and the best interests of the client in determining whether his/her involvement in any particular matter must or should be disclosed. A lawyer is not required as a matter of course to disclose his or her involvement in the limited engagement to others, including any tribunal in which the client is appearing *pro se*. A lawyer must be diligent in complying with all of the applicable Rules of Professional Conduct and should remember that even if the representation is limited, the client is entitled to the same protections and respect due to any other client.

CAVEAT: THE FOREGOING OPINION IS ADVISORY ONLY AND IS NOT BINDING ON THE DISCIPLINARY BOARD OF THE SUPREME COURT OF PENNSYLVANIA OR ANY COURT. THIS OPINION CARRIES ONLY SUCH WEIGHT AS AN APPROPRIATE REVIEWING AUTHORITY MAY CHOOSE TO GIVE IT.

¹⁰ See *United States of America v. Eleven Vehicles*, 966 F. Supp. 361 (E.D. Pa. 1997).