

PRESENTED AT
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Limiting the Scope of Representation in Chapter 7 Cases

Hon. Robert R. Summerhays

The Trade-off ...

Client's inability to pay

VERSUS

- (1) Client receiving competent representation in the case, and
- (2) the client understanding the implications of any exclusions/limitations

Rittenhouse v. Eisen, 404 F.3d 395, 396 (6th Cir.2005)

- Unpaid fees are dischargeable

Rules of Professional Conduct are Often the Starting Point ...

Rule 1.2(c) of the Model Rules of Professional Conduct provides that ...

“A lawyer may limit the scope of the representation if the limitation is ***reasonable under the circumstances*** and the client gives ***informed consent***.”

Rules of Professional Conduct are Often the Starting Point ...

Competent services under the circumstances – which is driven by the nature of the case and the client's circumstances

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Ensuring that the client fully understands the implications of any limitations placed on the scope of a lawyer's representation

Rules of Professional Conduct are Often the Starting Point ...

The equivalent Texas rule provides that ...

“A lawyer may limit the scope, objectives and general methods of the representation if the client consents after consultation.” Tex. R. Prof. Conduct 1.02(c).

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