

Legal Ethics, Client Intake, and Engagement Agreements

May 2026

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(701) 801-6121

****No Access Code Required****

If problems persist, contact Paige Tungate at ptungate@DowneyLawGroup.com

Watch the slides at <https://join.freeconferencecall.com/downeycle>

Download the slides at <http://www.downeyethicscle.com/>

Questions – Please submit questions during the program through CHAT or during or after the program by emailing Paige Tungate at ptungate@DowneyLawGroup.com

CLE Information

Kansas Credit – If you are seeking Kansas credit, you will need to enter the two Attendance Verification Words and your Kansas Bar information into the Program Survey

Please complete the Survey **this week**, so we can ensure you receive proper credit

Certificate of Completion – Available also through the Program Survey

Three ways to access Program Survey:

1. Link available in the **CHAT** (right now)
2. Link **in slides** (posted here or at www.DowneyEthicsCLE.com)
3. Link sent to you in an **email within 30 minutes** of program ending



<https://www.surveymonkey.com/r/intake0526>

Client Intake – the Prospective Client Rule

Rule 4-1.18(a)

A person who **consults with a lawyer about the possibility of forming a client-lawyer relationship** with respect to a matter is a prospective client.

Confidentiality – Rule 4-1.18(b)

Even when no client-lawyer relationship ensues, a lawyer who has had discussions with a prospective client shall not use or reveal information learned in the consultation, except as Rule 4-1.9 would permit with respect to information of a former client.

Conflicts – Rule 4-1.18(c)

A lawyer subject to Rule 4-1.18(b) shall not represent a client with interests materially adverse to those of a prospective client

- in the same or a substantially related matter
- if the lawyer received information from the prospective client that could be significantly harmful to that person in the matter, except as provided in Rule 4-1.18(d).

If a lawyer is disqualified from representation under Rule 4-1.18(c), no lawyer in a firm with which that lawyer is associated may knowingly undertake or continue representation in such a matter, except as provided in Rule 4-1.18(d).

Conflicts and Screening – Rule 4-1.18(d)

When the lawyer has received disqualifying information as defined in Rule 4-1.18(c), representation is permissible if:

- (1) both the affected client and the prospective client have given **informed consent**, confirmed in writing, or:
- (2) the lawyer who received the information **took reasonable measures to avoid exposure** to more disqualifying information than was reasonably necessary to determine whether to represent the prospective client and the **disqualified lawyer is timely screened** from any participation in the matter.

Intake Two-Step

Step 1: Obtain only information to perform conflict check

- Potential client and adverse party
- General nature of representation

Conduct the conflict check and decide whether to proceed to step 2.

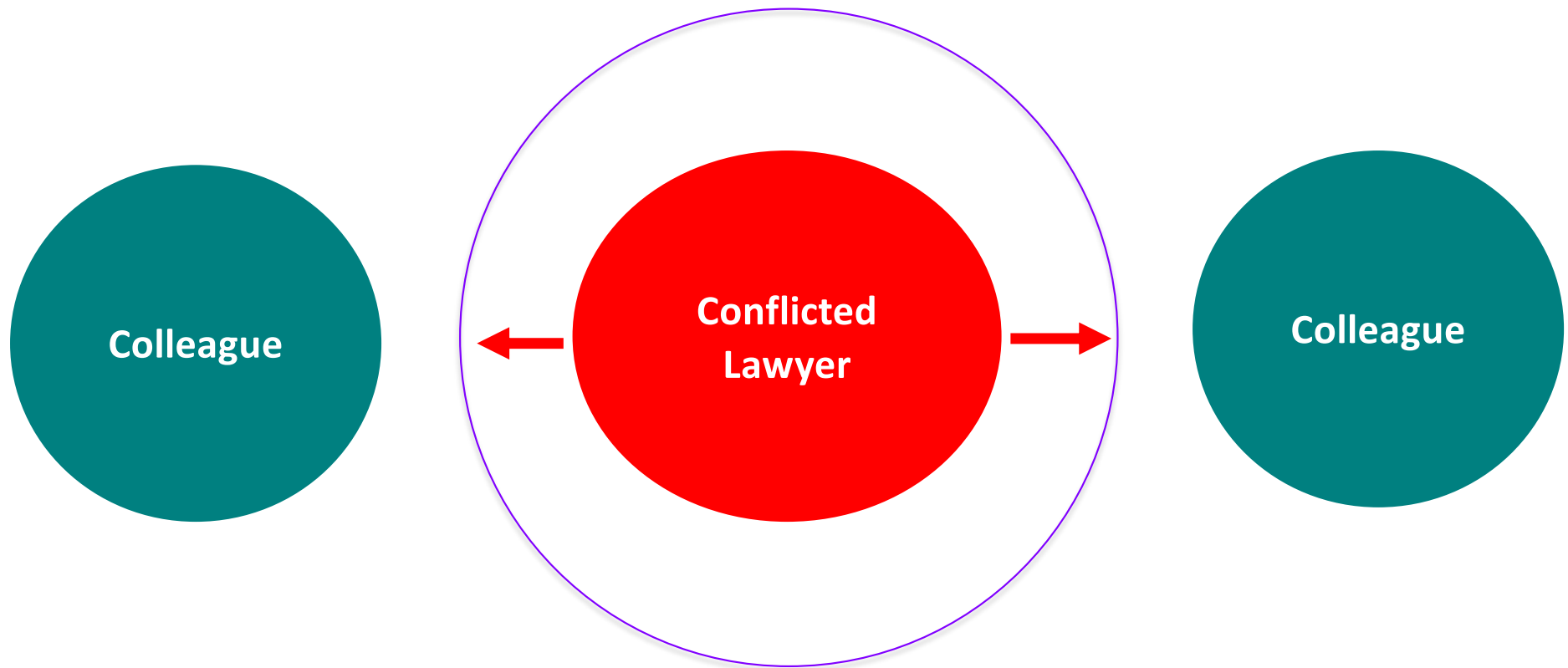
Step 2: Gain additional information – “disqualifying confidences”

Should allow screening of lawyer “tainted” by intake

Ethics Screen – Common Elements

- Limit communications – to and from conflicted lawyer
 - Limit paper access
 - Limit electronic access
 - Send reminders not to discuss
- No fee-sharing
- Notice of screen (possibly)
- Education and enforcement

A Proper Screen Stops Imputation



Engagement Agreements

Realizations and Engagement Agreements

- Average realization – 84% of what is billed (Lean Law)
 - 91% when engagement agreement
 - 70% when no engagement agreement
- Major tool for risk management

Generally Not Required

Required for contingency fees – Rule 4-1.5(c)

A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by Rule 4-1.5(d) or other law. **A contingent fee agreement shall be in a writing signed by the client** and shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal; litigation and other expenses to be deducted from the recovery; and whether such expenses are to be deducted before or after the contingent fee is calculated. The agreement must clearly notify the client of any expenses for which the client will be liable whether or not the client is the prevailing party. . .

What Is Permitted?

ABA Opinion 523 (May 2026)

The lawyer's engagement agreement **may specify obligations of the client that are otherwise implicit in the representation**, such as the obligation[s]

- To cooperate with the representation, including in a litigation context the duty to produce discoverable documents within the client's custody and control
- To communicate with the lawyer
- To provide information truthfully, and
- To provide or to execute documents that are necessary for the lawyer to conduct the representation as the law requires.

Within ethical limits, the engagement agreement **may also set forth obligations of the client that are not otherwise implicit**. For example, a lawyer may include a provision in which the client agrees

- not to make an audio or a video recording of communications between the lawyer and the client, or
- not to discuss the lawyer or the representation on social media during the course of the representation.

ABA Opinion 523 (Continued)

The engagement agreement, however, may not impose obligations on the client that the Rules of Professional Conduct or other law or public policy forbid. For example, the engagement agreement may not

- Include the client's promise not to later pursue a disciplinary complaint or bar grievance against the lawyer or law firm.
- require the client to agree to terms that are expressly contrary to the Model Rules. For example, the engagement agreement may not obligate the client to accept a settlement recommended by the lawyer, or to reject a settlement that the lawyer disapproves.

Further, a lawyer may not withdraw under Rule 1.16(b)(5) based on a client's noncompliance with a trivial obligation or based on a client's insubstantial failure to comply with an obligation set forth in the engagement agreement. For example, if the engagement agreement obligates the client to appear at scheduled office appointments on time, tardiness probably would not alone justify terminating the representation, if the client has reasonable excuses for appearing late.

Who Is the Client?

Identify Client

- Who is receiving legal services
- Who is NOT receiving legal services
- Non-clients face many challenges when bringing malpractice claims
- May need to notify non-clients that they are not represented

Zhang & Associates, P.C. (Houston, TX)

This ATTORNEY-CLIENT AGREEMENT ("Agreement") is entered into by and between
_____ (Client) and ZHANG & ASSOCIATES, P.C. (Attorney).

Crary Huff Law Firm, P.C. (Sioux City, IA)

Who is the Client:

The Firm represents the Client identified in the Engagement Letter and no other party. If the Client is an individual, we do not represent any extension of the Client such as that individual's family members, employer, businesses, or insurer. If the Client is a private, public, or governmental entity, we do not represent other associated parties including, but not limited to, individual employees, parent or subsidiary entities, owners, officers, directors, elected officials, taxpayers or other stakeholders.

Scope of Engagement

Scope of Engagement

- What legal services are being provided
- What legal services are NOT being provided

Zhang & Associates

1. **SCOPE AND DUTIES:** Client retains Attorney to provide legal services in connection with the filing of family-based Green Card Process including family-based Immigration Petition (I-130), Adjustment of Status (I-485), Advance Parole (I-131), and Employment Authorization Card (I-765) for _____ (Beneficiary) ONLY.

Attorney is not retained for service on behalf of Client for investigation initiated by government agents other than regular auditing. This Agreement does not obligate Attorney to provide services in connection with any appeal to any administrative board or any judicial court or any interview to USCIS' local office.

Crary Huff

Scope of Representation:

The Engagement Letter specifies the subject matter involved in the Firm's representation of the Client. The Firm's services shall relate only to that subject matter. If the Client desires the Firm's representation for other matters, those matters may, at the Firm's discretion, require a supplemental or new engagement letter reflecting any change from the current representation.

Boucher Law (CA)

1. SCOPE AND DUTIES. Client hires Attorney to provide legal services in connection with labor and employment matters as may be required from time to time by the Client as set forth by this Agreement. Attorney shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Agreement, and timely pay Attorney's fee statements.

Scope is a bit vague, but firm may be comfortable with this arrangement.

Note no clear end to relationship.

Limited Scope – Rule 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.

Nichols v. Keller (Ca. App. 1993)

- Client engaged firm to handle workers' compensation claim
- Firm had duty to identify other remedies client might have – third-party action for injuries – “even though they fall outside the scope of the retention”

Attallah v. Milbank Tweed Hadley & McCoy, LLP (N.Y. App. 2019)

- The letter of engagement provided, in relevant part, that:

"Our services will include all activities necessary and appropriate in our judgment to investigate and consider options that may be available to urge administrative reconsideration of your dismissal from the New York College of Osteopathic Medicine (the 'College'). **This engagement does not, however, encompass any form of litigation or, to the extent ethically prohibited in this circumstance, the threat of litigation, to resolve this matter.** This engagement will end upon your re-admittance to the College or upon a determination by the attorneys working on this matter that no non-litigation mechanisms are available to assist you. The scope of the engagement may not be expanded orally or by conduct; it may only be expanded by a writing signed by our Director of Public Service."
- Plaintiff sued for failure to sue
- Case dismissed. "An attorney may not be held liable for failing to act outside the scope of a retainer." *Ambase Corp v. Davis Polk* (NY 2007)

Presumption of Limited Scope

Rule 4-1.2(c)

. . . 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:

- (1) the representation is limited to the lawyer and the services described in the form, and
- (2) the lawyer does not represent the client generally or in any matters other than those identified in the form.

Notice and Consent to Limited Representation

To help you with your legal matters, you, the client, and _____, the lawyer, agree that the lawyer will limit the representation to helping you with a certain legal matter for a short time or for a particular purpose.

The lawyer must act in your best interest and give you competent help. When a lawyer and you agree that the lawyer will provide limited help:

- The lawyer DOES NOT HAVE TO GIVE MORE HELP than the lawyer and you agreed; and
- The lawyer DOES NOT HAVE TO HELP WITH ANY OTHER PART of your legal matter.

While performing the limited legal services, the lawyer:

- Is not promising any particular outcome; and
- Is relying entirely on your disclosure of facts and will not make any independent investigation unless expressly agreed to in writing in this document.

If short-term limited representation is not reasonable, a lawyer may give advice, but will also tell you of the need to get more or other legal counsel.

I, the lawyer, agree to help you by performing the following limited services listed below and no other service, unless we revise this agreement in writing.

[INSTRUCTIONS: Check every item either Yes or No - do not leave any item blank. Delete all text that does not apply.]:

Y N

- a) Give legal advice through office visits, telephone calls, facsimile (fax), mail or e-mail
- b) Advise about alternate means of resolving the matter including mediation and arbitration
- c) Evaluate the client's self-diagnosis of the case and advise about legal rights and responsibilities
- d) Review pleadings and other documents prepared by you, the client
- e) Provide guidance and procedural information regarding filing and serving documents
- f) Suggest documents to be prepared
- g) Draft pleadings, motions and other documents

Legal Fees

How Will Lawyer Receive Payment

- Time-based fee (hourly)
- Fixed or flat fee
- Contingency fee
- *Other value-based fee*

Rule 4-1.5(c)

A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by Rule 4-1.5(d) or other law.

A contingent fee agreement

- shall be in a writing signed by the client and
- shall state the method by which the fee is to be determined, including
 - the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal;
 - litigation and other expenses to be deducted from the recovery; and
 - whether such expenses are to be deducted before or after the contingent fee is calculated.
- The agreement must clearly notify the client of any expenses for which the client will be liable whether or not the client is the prevailing party.

Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination..

Ethics Rule – 4-1.5 comment [2]

When the lawyer has regularly represented a client, they ordinarily will have evolved an understanding concerning the basis or rate of the fee and the expenses for which the client will be responsible.

In a new client-lawyer relationship, however, an understanding as to fees and expenses must be promptly established.

Generally, it is desirable to furnish the client with at least a simple memorandum or copy of the lawyer's customary fee arrangements that states the general nature of the legal services to be provided, the basis, rate or total amount of the fee, and whether and to what extent the client will be responsible for any costs, expenses or disbursements in the course of the representation. A written statement concerning the terms of the engagement reduces the possibility of misunderstanding.

General Statement

- nature of the legal services to be provided
- the basis, rate or total amount of the fee
- whether and to what extent the client will be responsible for any costs, expenses or disbursements in the course of the representation

Boucher Law

3. LEGAL FEES AND BILLING. Client agrees to pay Attorney for any services provided pursuant to this Agreement at the blended rate of Two Hundred Fifty Dollars (\$250.00) per hour for in-house and “of counsel” attorneys, and Two Hundred Twenty Five Dollars (\$225.00) per hour for non-attorney staff (including staff or contract paralegals, legal assistants, litigation support staff, and human resources consultants). Travel time and waiting time shall be charged to Client. An additional surcharge of \$25.00 per hour shall apply for complex matters, including case preparation and attendance at litigation proceedings, court trials, mediations, arbitrations, administrative hearings, discovery hearings, and testifying at trials and hearings. A 5% administrative fee shall be included on invoices for any outside attorneys or sub-consultants billed to Client through Attorney.

Tucker Allen

Our Fees are Fixed. No Surprises.

We make affordable estate planning even more accessible.

Estate Planning Services

Wills & Trusts

Will Package

If you only have a few assets and no minor children, the Will Package could be right for you. Includes: Last Will & Testament, Healthcare Directive (Living Will), Medical Power of Attorney, HIPAA Release, Financial Power of Attorney, Beneficiary Deed.

Free Initial Consultation

**Individuals: \$650
Couples: \$950**

Trust Package

The Trust Package helps your loved ones avoid a lengthy probate court process. This package includes: Revocable Trust, Pour-Over Will, Healthcare Directive (Living Will), Medical Power of Attorney, HIPAA Release, Financial Power of Attorney, Beneficiary Deed.

Free Initial Consultation

**Individuals: \$1,350
Couples: \$1,750**

Elder Law & Special Needs Planning Services

Long-Term Care Planning

Elder Law Estate Plan Package

If you are concerned about preservation of assets for your spouse or family in the event you need long-term care, you may wish to choose the Elder Law Estate Plan Package instead of a traditional will or trust package. This plan offers the ability to ensure you can leave a legacy for your spouse or children without disqualifying them from receiving eligible public benefits. This package includes: Advanced Planning Revocable Trust, Pour-Over Will, Healthcare Directive (Living Will), Medical Power of Attorney, HIPAA Release, Financial Power of Attorney, and Beneficiary Deed.

Free Initial Consultation

**Individuals: \$2,400
Couples: \$3,800**

Medicaid Asset Protection Trust

This irrevocable trust is a way to shield your assets from Medicaid's five-year look-back period.

Free Initial Consultation

**Individuals: \$3,800
Couples: \$4,800**

Interest on Past-Due Amounts

Client must receive notice before interest is charged.

Robinson Cole

Finance charge: All bills that are not paid within 20 days of the date of the bill shall be subject to a finance charge of 10% per annum simple interest to accrue from the first day of the month in which the bill was sent. Per diem: If travel exceeds 30 miles, a per diem shall be added of \$95.00 per day, plus first-class hotel, and car rental, if necessary. AT COST+ means that the law firm reserves the right to add 10% to the cost to cover the law firm's administrative expense regarding the item.

Zhang & Associates

“Non-Refundable” will get you in trouble in Missouri

3. **LEGAL FEES:** Client agrees to pay for the legal services as follows: Upon the execution of the Agreement, Client shall pay non-refundable attorney fees of THREE THOUSAND Dollars (\$3,000.00) for one person to Attorney.

If I-131 or I-765 application is filed separately after the filing of I-485, additional attorney fee will apply. (If family member does not file at the same time, independent agreement is required and this fee schedule does not apply.)

If USCIS makes a request for additional evidence (RFE) and Client decides to continue to use Attorney's service to respond that request, Client must pay the RFE response fee of One Thousand, Five Hundred Dollars (\$1,500.00) in advance to cover the attorneys' fees and other costs before Attorney will be required to do any work to help respond the request for additional evidence to be issued by USCIS.

These cover all legal fees and costs Attorney may have in connection with the original petition for Client, except as is otherwise provided herein.

Refund Upon Termination – Rule 4-1.16(d)

“Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and **refunding any advance payment of fee or expense that has not been earned or incurred.** The lawyer may retain papers relating to the client to the extent permitted by other law.”

Missouri Formal Opinion 128

If the representation was **completed**, the attorney will not be required to refund any of the advance deposit or flat fee, assuming the amount charged was reasonable.

However, if the **representation ended before the representation was completed**, the attorney must analyze the factors set out in Rule 4-1.5(a) to determine the extent to which the attorney must **refund all or a portion of the fees** paid in advance.

In addition, because an attorney may not charge or collect an unreasonable fee, the attorney must determine that the fee was reasonable, even if the representation was completed.

“Non-Refundable” Is Misleading Missouri Formal Opinion 128

"In these situations and others, the description of the fee as 'nonrefundable' is misleading. Rule 4-1.16(d) requires any fee that has not been earned to be refunded at the end of the representation."

“Advance Payments” (aka “Retainers”)

“Retainer” is Ambiguous

- “Classic” retainer – paid to lawyer to ensure availability.
- “Security” retainer – advanced to lawyer to ensure payment of future fees
 - “Evergreen retainer” – used to pay fees as work is done/invoices sent. Lawyer then asks Client to advances more funds when advanced funds are drawn down
 - “Security Deposit” retainer – held until end of matter to ensure payment of all fees, then returned

Tucker Allen

LEGAL FEES AND EXPENSES

We charge an agreed fee for our services, which is stated in each client-specific engagement letter. Unless other arrangements are described in the engagement letter, half of the total fee is due as a fee deposit upon signing of the engagement letter for our planning clients and is an earned fee for TuckerAllen as of preparation and delivery of the client's draft estate plan documents. The remaining balance is due upon signing of the client's estate plan documents.

A fee deposit is made for our estate administration clients to cover court costs, legal fees, etc. Pursuant to rule of the Missouri Supreme Court, all fee deposits are placed in a special bank account which bears interest payable to the Missouri Bar Lawyer Trust Account Program. Interest earned on these special trust accounts is used to fund public and charitable programs approved by the Missouri Supreme Court.

Advance Payments (Robinson Cole)

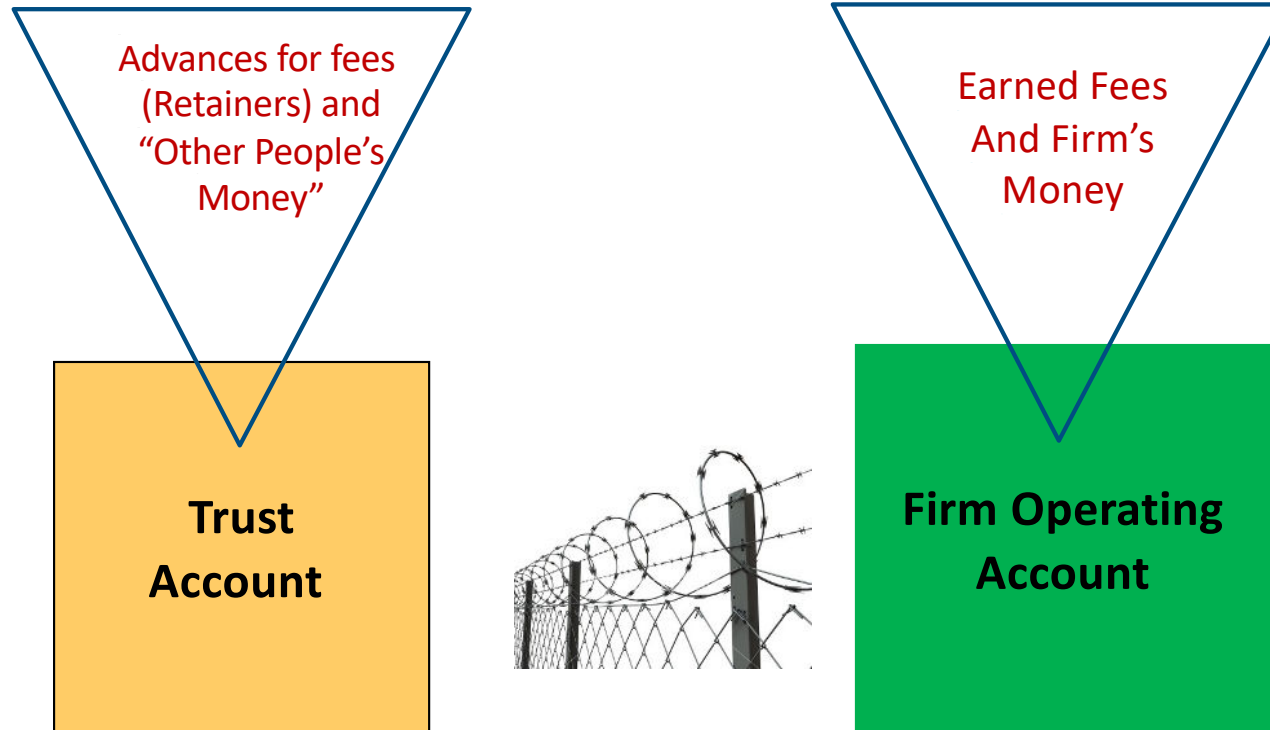
ADVANCE PAYMENTS AND CLIENT FUNDS ACCOUNTS

You may be asked to make an advance payment, sometimes called a “retainer,” to cover the cost of our work in representing you. If so, our Engagement Letter will provide details about how we will bill for our work against that advance payment and when the advance payment will need to be refreshed. We will return to you any amount of the advance payment remaining after we conclude our work.

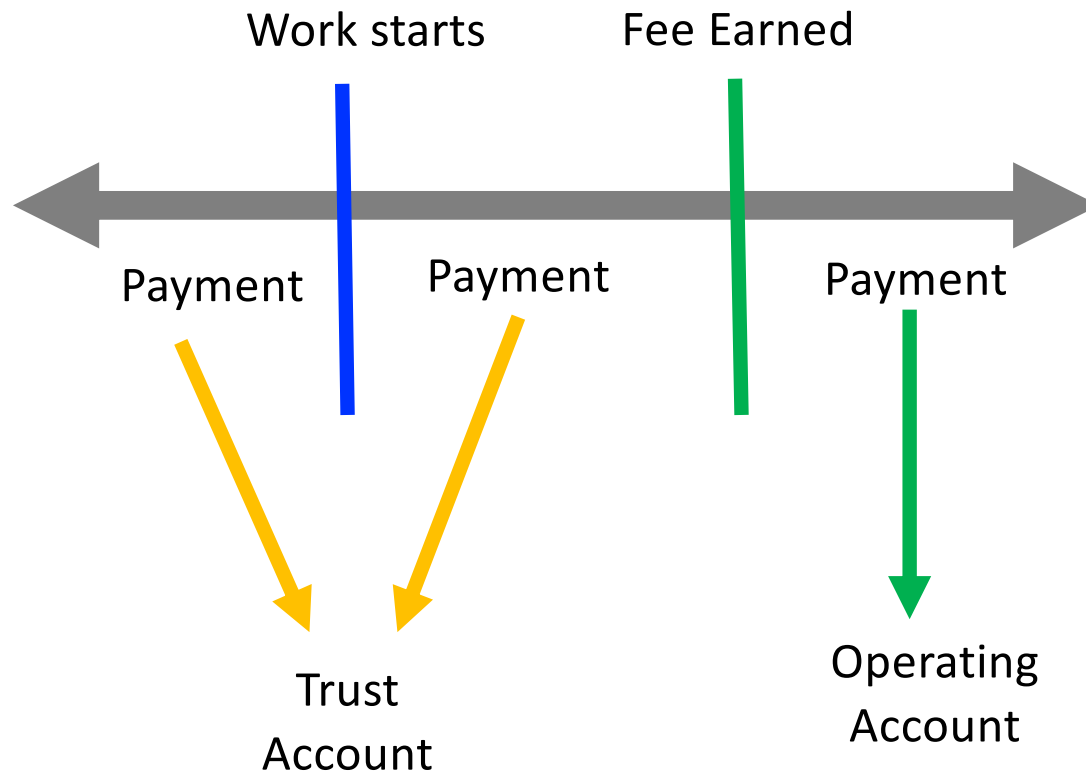
You may be asked to deposit monies to cover specific expenses associated with our representation of you. We will disburse these monies as provided in our Engagement Letter or other writing and we will notify you of the amounts disbursed.

Unless otherwise explained in our Engagement Letter, we will place advance payments for work that we have not yet performed and deposits to cover specific expenses in a pooled client funds account for your benefit. If you request, we will endeavor to hold your advance payment or deposit in a segregated account. Interest earned on the pooled client funds account is paid to charitable foundations established by the courts in each state where we have offices. Interest earned on an advance payment or deposit held in a segregated account is added to the deposit for your benefit and is includable in your taxable income.

Basics for Accounts



Basic Rule on Handling Funds Paid for Legal Services



Communication

Tucker Allen

COMMUNICATION

Our number one goal is client satisfaction. We are committed to providing the highest quality legal services to each and every one of our clients and we believe that communication is a key element of that commitment. We encourage our clients to communicate openly with us throughout their estate planning process. Unless a client advises us otherwise, we intend to communicate via phone (both mobile and landline), e-mail, fax or U.S. mail with all parties to the engagement letter. We strive to return all client phone calls or e-mails within 24 business hours.

Crary Huff

Communication:

Candid communication is necessary for the Firm to understand the Client's goals. It is important that the Client understands the benefits and risks associated with their legal matter. For the Firm to effectively represent the Client, it is critical that the Client provides factual and accurate information during the course of representation. The Client agrees to provide any and all facts and updates that are material to the representation or that are specifically requested by the Firm. The Client agrees to timely respond to communications and to attend all scheduled meetings, conferences, or court hearings, whether in-person or via electronic means.

Boucher Law

2. ATTORNEY-CLIENT PRIVILEGE. Confidential communication between the Client and Attorney shall be covered by the attorney-client privilege. As used in this Agreement, “confidential communication” means information transmitted between the Client and Attorney (including any paralegals, legal assistants, litigation support staff, consultants, and sub-consultants working under the direction of Attorney) in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which Attorney is consulted, and includes any legal opinion formed and advice given by Attorney in the course of this relationship. Client agrees not to forward any confidential communication between Client and Attorney to any such third persons without first consulting with Attorney.

In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents.

Commitments from Lawyer

Deen Law (CA)

2. Timing. **I guarantee to complete your estate plan within [60 days] of the date of this agreement.** However, this promise and the flat fee are based on your active participation in the process. If you fail to respond to requests for information, to complete the estate planning questionnaire, to review draft documents or to set a signing appointment, I reserve the right to convert the engagement to hourly and treat the fee paid as a deposit against hourly fees and costs. If you communicate with me regarding the reason for the delay, I am unlikely to convert the engagement to hourly. I simply ask that I be treated the same way you would like to be treated. We're in this together.

Commitments from Client

Tucker Allen

Each of our estate planning clients represents and certifies to us, upon signing their engagement letter, that: (1) he or she is a citizen of the United States; (2) he or she does not have assets held outside of the United States; (3) he or she does not have a premarital agreement or divorce decree applicable to his or her estate disposition; (4) he or she has less than \$5 million dollars in net assets; (5) none of his or her named beneficiaries are permanently disabled, have a guardian or receive governmental disability support; and, (6) if married, each spouse is comfortable with his or her spouse being able to change his or her estate plan if he or she predeceases them.

Honigman (MI)

Your Responsibilities as a Client

You consent to allow us to obtain credit reports and similar information about your creditworthiness. Upon our request, you will provide to us accurate and complete information about your financial condition.

You have the responsibility to obey all orders issued by a court or other governing body concerning your matter; be candid, cooperative, and truthful with us in all matters; and pay the full amount of our fees and charges as provided by this Agreement.

You may not demand that we use offensive tactics or treat anyone involved in the legal process with anything but courtesy and consideration; demand any assistance from us that we reasonably believe to violate the applicable rules of professional conduct; or pursue or insist upon a course of action which we reasonably believe to be illegal, fraudulent, offensive, or unwise.

Unless we otherwise agree in writing, the fees and charges billed to you are your responsibility whether or not a court awards attorneys' fees against an opposing party, or another party (such as an insurance company) has agreed to pay our fees. Courts may award attorneys' fees which they consider appropriate under the applicable statutes, or insurance companies may pay amounts in accordance with their policies with you, but which are less than the amounts billed to you. In such cases, you continue to be obligated to pay us for our actual fees and charges even though the court awards less or the insurance company pays less. Absent a written agreement to the contrary, each client named in the engagement letter is jointly and severally liable for all fees and disbursements.

“No Guarantees”

Zhang & Associates

2. **GUARANTEE OF PROFESSIONAL COMPETENCE:** Attorney agrees to use due diligence in furthering Client's and/or Beneficiary's best interests under the laws. Attorney is liable to Client for Attorney's negligence or incompetence. However, Attorney makes no guarantee of the outcome of the case.

Crary Huff

No Promise or Guaranteed Outcome:

Every legal matter involves variables and factors that can affect the outcome of the matter, many of which are beyond the control of the Firm or the Client. The Firm makes no promises or guarantees about the outcome or result of the case or of the Firm's representation of the Client. The Firm may express opinions, beliefs, or predictions about certain aspects of its representation, but those shall not be construed to the Client as a promise or guarantee. Rather, they are expressions based on the professional judgement of the attorneys or other professionals who make them.

Tucker Allen

Nothing in this agreement or any statement by an attorney or staff member of our office will be construed as a promise or guarantee regarding the outcome of your matter. No attorney or staff member of our office makes any such promises or guarantees. Any statement regarding the outcome of your matter is an expression of opinion only.

Termination of Relationship

Rule 4-1.16(a) – Mandatory Withdrawal

Except as stated in Rule 4-1.16(c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

- (1) the representation will result in violation of the rules of professional conduct or other law;
- (2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client; or
- (3) the lawyer is discharged.

Rule 4-1.16(b) – Permissive Withdrawal

Except as stated in Rule 4-1.16(c), a lawyer may withdraw from representing a client if:

- (1) withdrawal can be accomplished without material adverse effect on the interests of the client;
- (2) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;
- (3) the client has used the lawyer's services to perpetrate a crime or fraud;
- (4) the client insists upon taking action that the lawyer considers repugnant or with which the lawyer has a fundamental disagreement;
- (5) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;
- (6) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or
- (7) other good cause for withdrawal exists.

Rule 4-1.16(c)

A lawyer must comply with applicable law requiring notice to or permission of a tribunal when terminating a representation unless the lawyer has filed a notice of termination of limited appearance.

Except when such notice is filed, a lawyer shall continue representation when ordered to do so by a tribunal notwithstanding good cause for terminating the representation.

ABA Opinion 523 (May 2026)

It is fundamental that **clients**, at least in the civil context, **may terminate an attorney-client relationship at any time for any or no reason**, although the client may remain responsible to pay for the lawyer's services.

Lawyers do not have the same unfettered discretion to terminate a representation or withdraw under Rule 1.16 or, in a litigation context, to seek the court's permission to withdraw. . . .

The[] provisions in Rule 1.16(a) and (b) combine to establish the exclusive grounds for terminating the representation prior to its natural conclusion.

ABA Opinion 523 (May 2026)

This means that the lawyer may not expand on the grounds for withdrawal by securing the client's advanced permission to withdraw under circumstances not contemplated by Rule 1.16[, including that] the engagement agreement may not

- authorize the lawyer to withdraw if the client rejects a settlement offer or transactional agreement that the lawyer recommends
- [n]or may the agreement authorize the lawyer to withdraw for other additional reasons that do not constitute “good cause” and are not otherwise contemplated by Rule 1.16.

Crary Huff

The attorney-client relationship shall terminate upon the conclusion of the representation related to the subject matter in the Engagement Letter unless otherwise agreed to in writing. The Firm has no obligation to advise or consult with the Client after the conclusion of the representation regarding changes to laws or other legal developments that may affect the Client relating to the subject matter of the representation.

The Client may terminate the Firm's representation at any time, for any reason, by notifying the Firm in writing. The Firm will return any Client property held by the Firm. The Firm will provide the Client's file to the Client upon request, subject to the Firm's right to exclude any information owned by the Firm and not considered property of the Client by applicable statutes and rules of

professional conduct. The Firm reserves the right to keep a copy of the Client's file. The Firm may terminate its representation of the Client in accordance with the applicable rules of professional conduct.

Tucker Allen

TERMINATION

While our client engagements automatically terminate upon the completion of the services we are engaged to perform, clients may terminate our engagement at any time prior thereto. We reserve the right to terminate an engagement if a client fails to pay the agreed fees in a timely manner, or as may otherwise be permitted or required of us by applicable rules of professional responsibility. Upon termination of your engagement with TuckerAllen, any fee deposit in excess of earned fees and incurred expenses will be refunded to you.

Record Retention

Crary Huff

Retention of Records:

Upon the termination of the Firm's representation, whether voluntary by the Firm or the Client or due to the conclusion of a matter, the Client may request the Client's file or records. The Firm shall reserve the right to destroy Client files or records within a reasonable amount of time as the Firm deems appropriate, subject to the rules of professional conduct or any applicable laws.

As a general rule, the Firm will not retain or store original documents. Original documents will be returned to the Client or destroyed as the Firm deems appropriate under the circumstances unless otherwise agreed to in writing by the Client.

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RETENTION OF RECORDS. Firm is largely a paperless office. Upon termination of the representation, Firm will use reasonable efforts to notify you of your right to have returned to you the contents of your file, including any original documents. Upon conclusion of your matter, Firm will notice you of your right to

the contents of your file. If you fail to respond, Firm's policy is to retain your digital file indefinitely and your unreturned original documents for a period of not less than 5 years from the date of termination.

Conflicts and Confidentiality

Crary Huff

Communication:

Candid communication is necessary for the Firm to understand the Client's goals. It is important that the Client understands the benefits and risks associated with their legal matter. For the Firm to effectively represent the Client, it is critical that the Client provides factual and accurate information during the course of representation. The Client agrees to provide any and all facts and updates that are material to the representation or that are specifically requested by the Firm. The Client agrees to timely respond to communications and to attend all scheduled meetings, conferences, or court hearings, whether in-person or via electronic means.

Confidentiality is imperative for the Firm to effectively represent the Client. Client communications are protected by attorney-client privilege and the rules of professional conduct. The Client acknowledges that communication with any third-party could inadvertently waive attorney-client privilege and adversely affect the representation.

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Conflicts of Interest:

State rules of professional conduct govern the Firm's practices and prohibit certain conflicts of interest. A conflict of interest may arise when the Firm's representation of one client will be directly adverse to another client or when there is significant risk that the Firm's representation to a client will be materially limited by the Firm's responsibility to another client, a former client, or another third party.

In certain cases where a conflict of interest exists, the Firm will be prohibited from representing one or either party. In other cases, the Firm may determine that it will be able to provide competent and diligent representation to each affected client, and the conflict of interest may be waived if each affected client gives informed, written consent. Waiving a conflict of interest does not waive the Client's right to effective representation. It simply means that the Client has been informed of the conflict of interest and, with that knowledge, still wishes to accept representation by the Firm. In the case of a waiver of a conflict of interest, the Firm will comply with all ethical requirements and the rules of professional conduct as they relate to Client confidentiality.

Norton Rose Fulbright

Advance Waiver

7.3 Norton Rose Fulbright is a large coordinated international legal practice with multiple offices around the world. We provide services on a wide variety of issues, to a large number of clients both nationally and internationally, some of whom operate or may in the future operate in the same areas of business in which you are operating or may in the future operate. . . . Due to the size, geographic scope, breadth and diversity of our practice, it is likely that current and future clients of ours will come into contact with you, and it is important that we agree with you on certain matters in relation to conflicts of interest to preserve our ability to represent you while also preserving the right of our other clients or potential clients to choose us to commence or continue as their counsel. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with a matter in which that client's interests are or potentially may become adverse to your interests. In that regard, you:

(a) Consent to, and waive any conflicts of interest with respect to, our representation of any current or future clients (including any parties adverse to you in any matter in which we represent or have represented you) in any matter (including but not limited to litigation, arbitration or other dispute resolution proceedings, administrative proceedings and bankruptcy, insolvency, restructuring, counseling, negotiations or transactional matters) that is not substantially related to any matter on which we represent or have represented you, even if their interests are directly adverse to you or your interests in such other matter. Such current and future clients may include your investors, financial advisors, debtors, creditors, competitors, adversaries or others who have interests that are contrary to your interests

(b) Agree that no engagement that we have undertaken or may undertake on your behalf will be asserted by you either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify us from our representation of, any current or future clients (including any parties adverse to you in any matter in which we represent or have represented you) in any matter that is not substantially related to any matter on which we represent or have represented you. Such current and future clients may include your investors, financial advisors, debtors, creditors, competitors, adversaries or others who have interests that are contrary to your interests

(c) Acknowledge that another client's interests will not normally be considered adverse to yours merely because the other client is a business competitor, customer or supplier of yours, or is asserting through us legal positions or arguments that are inconsistent with those you are asserting or may wish to assert, or is adverse in interest in another matter to an entity with which you have a relationship through ownership, contract or otherwise

(d) Agree that you fully understand the scope and application of these provisions and your consent and waiver is voluntary and fully informed

(e) Agree that you intend for your consent and waiver to be effective and fully enforceable, and to be relied upon by us without future reference

(f) Agree that you have had the opportunity to obtain independent legal counsel with respect to the terms and conditions of these provisions and this consent and waiver and have either consulted with independent legal counsel or chosen not to do so

We agree, however, that your consent and waiver does not permit us to represent another client in a matter if we have obtained your non-public proprietary or other confidential information from you that could be used by that other client to your material disadvantage unless we take timely and adequate steps to protect your confidential information. For the avoidance of doubt, your agreement to these terms and conditions and the consent and waiver will have no adverse impact upon our representation of your interests in any matter on which we currently represent you.

Document Review and AI

Document Review and AI (Robinson Cole)

DOCUMENT REVIEW

Electronic document review and management is an important part of many legal engagements, including litigation matters and transactions. We use RelativityOne™ to facilitate efficient and accurate document review. Based in the cloud, RelativityOne is a document review platform used by many of the largest law firms in the US. Additional information about RelativityOne is available at www.relativity.com/data-solutions/law-firms/. Relativity charges monthly hosting fees based on the volume and accessibility of the documents. We will pass along to you without markup the fees we are charged to host documents related to your engagement. Additionally, matters using our RelativityOne platform will require support from our Litigation Support Team. We will bill for time incurred by the Team supporting matters using RelativityOne at our paralegal rates. If you would prefer to host the data on your own document review platform, or contract with a 3rd party vendor to provide document review services or the use of a document review platform, we will work with you to accommodate that preference.

USE OF ARTIFICIAL INTELLIGENCE

We use artificial intelligence (AI), potentially including generative artificial intelligence (Gen-AI), to enhance and streamline the representation of our clients. Unless you instruct us otherwise, we may use this technology in conducting legal research, preparing documents, and completing other tasks in providing legal services on your behalf. We will not input any of your confidential information into any AI or Gen-AI tools without your prior, written authorization. Like any technology, AI and Gen-AI carry some degree of risk, which may include the risk of errors in content, data security vulnerabilities, and system malfunctions. For that reason, our lawyers always maintain oversight of all output generated by AI or Gen-AI tools.

Dispute Resolution

Limits on Dispute Resolution

- Malpractice claims distinguished from fee disputes
- Beware provisions that favor attorney too strongly (particularly with unsophisticated clients)

Robinson Cole

FEE ARBITRATION

If you disagree with the amount of our fee, please contact the attorney primarily responsible for your matter or our Managing Partner. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. In the event of a fee dispute that is not readily resolved, you have the right to request arbitration under supervision of the bar for the states in which we have offices, and we agree to participate fully in that process.

Tone

Deen Law

I am very excited to be working with you on your estate plan and look forward to building a long-term attorney-client relationship. If any time you have any questions or concerns, please do not hesitate to contact me. If this all sounds good to you, please sign below and return a copy along with the requested deposit as soon as possible.

Conclusory Matters

Questions – If you have questions after the program, please email them to Paige Tungate at ptungate@DowneyLawGroup.com

Post-Program Survey – A survey will be emailed to you about 30 minutes after this program. Also, here is the survey link:

<https://www.surveymonkey.com/r/intake0526>

Certificate of Completion – Available through the Post-Program Survey

Kansas Credit – If you are seeking Kansas credit, you need to enter the **two Attendance Verification Words** and your Kansas information into the Post-Program Survey. *Please complete this information in the survey **this week**, so we can ensure you receive proper credit*



<https://www.surveymonkey.com/r/intake0526>

Timed Agenda

12:00-05 Introduction

12:05-55 Discuss legal ethics issues relating to client intake and engagement agreements

Future Programs

June 3 – Wednesday at 12:00 Noon CT – **Lawyer Ethics and Professionalism - NEW**

June 9 – Tuesday at 3:00 PM CT – **Neurodiversity in the Legal Profession**

June 17 – Wednesday at 12:00 Noon CT – **Legal Ethics Update 2026 – Part II**

June 22 – Monday at 12:00 Noon CT – **Neurodiversity in the Legal Profession - NEW**

June 25 – Thursday at 12:00 Noon CT – **Legal Ethics and Technology 2026**

June 30 – Tuesday at 12:00 Noon CT – **Neurodiversity in the Legal Profession**

June 30 – Tuesday at 3:00 PM CT – **Legal Ethics Update 2026 – Part II**

www.DowneyEthicsCLE.com

Programs After June 30, 2026

July 9 – Thursday at 12:00 Noon CT – **The "Chapter 8" Ethics Rules -- Rules 4-8.1 to 4-8.5**

July 28 – Wednesday at 12:00 Noon CT – **15 Tips to Protect & Improve Your Law Practice**

August 13 – Thursday at 12:00 Noon CT – **Addressing Bias in the Legal Profession - Cultural Competency**

August 25 – Tuesday at 3:00 PM CT – **Ethics Lessons from Lawyers Faceplants**

September 10 – Thursday at 12:00 Noon CT – **Lawyer Marketing Ethics for an AI World**

September 23 – Wednesday at 12:00 Noon CT – **Legal Ethics for Trust and Estate Lawyers**

www.DowneyEthicsCLE.com

Thank you



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