

For Discussion Purposes

Rule 1.4.2 Mandatory Disclosure* Prior to Consultation with a Prospective Client

- (a) Prior to a prospective client's consultation with a licensed paraprofessional for the purpose of retaining the licensed paraprofessional or securing legal service or advice from the licensed paraprofessional in the licensed paraprofessional's professional capacity, the licensed paraprofessional shall disclose, in simple language, orally and provide the written* disclosures to the prospective client in the prospective client's preferred language to before proceeding proceed with the consultation:
- (1) ~~A statement that~~ That the licensed paraprofessional is not a lawyer;
 - (2) ~~A statement That the paraprofessional has a limited license to practice, the area of practice and that the paraprofessional cannot provide services outside of the area of practice describing the limited scope of legal practice under the licensed paraprofessional's licensure;~~
 - (3) ~~A statement that the prospective client may need to hire a lawyer or another licensed paraprofessional if the legal services that the prospective client seeks are beyond the limited scope of legal practice under the licensed paraprofessional's licensure;~~
 - (4) ~~A statement that~~ That there may be other alternative choices available for the prospective client to consider, including, but not limited to, a free consultation with a lawyer, limited-scope services from a lawyer, free services from a Self Help Center or Family Law Facilitator's Office or potentially free legal services from a local legal aid organization if the prospective client qualifies;
 - (5) ~~A price list/cost sheet that identifies the billing method and costs that could be charged. A general description of the paraprofessional fee structure and billing methods and that the fees are set by the paraprofessional not by the state.~~
 - (6) ~~That the paraprofessional does or does not have malpractice insurance; If the licensed paraprofessional knows* or reasonably should know* that the licensed paraprofessional does not have professional liability insurance, a statement that the licensed paraprofessional does not have professional liability insurance.~~
- (b) The disclosure required under ~~paragraph~~ paragraph (a) shall be included in all advertisements and marketing materials, posted on the paraprofessional's website and social media accounts, posted at the paraprofessional's office in such a way that is clearly visible to the prospective clients, and communicated to the prospective client within the first three minutes of the first conversation between the paraprofessional and prospective client. signed by both the licensed paraprofessional and the prospective client and shall be obtained regardless of whether a licensed paraprofessional-client relationship subsequently ensues. The disclosure under this rule shall be in a separate writing* from the written* agreement to representation required under rule 1.5.2.

Comment

[Reserved]

Rule 1.5.2 Written Agreement to Representation

- (a) Prior to the performance of legal services for a fee, the licensed paraprofessional shall enter into a written* agreement with the client, provided in the prospective client's preferred language, and signed by both the client and

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the licensed paraprofessional, that provides the name, specialty area, and license number of the licensed paraprofessional, and includes the following provisions:

- (1) A clear and conspicuous disclosure that the licensed paraprofessional is not a lawyer and may only provide limited legal advice and services with the scope of the licensed paraprofessional's licensure. This statement shall be on the first page of the contract; in a type size, font, color, appearance, and location sufficiently noticeable for a client to read and comprehend; in a print that contrasts with the background against which they appear; in boldface, larger type than the surrounding text; in a manner that clearly calls attention to the language.
- (2) An explanation of the general nature of the legal services to be provided to the client in the matter;
- ~~(3)~~ Any basis of compensation including, but not limited to, hourly rates, statutory fees or flat fees, and other standard rates, fees, costs, and charges applicable to the matter;
- ~~(3)~~~~(4)~~ The mailing address, street address, telephone numbers, facsimile numbers, internet address and State Bar license number or the paraprofessional;
- ~~(4)~~~~(5)~~ A statement that, pursuant to rule 1.4, the licensed paraprofessional must keep the client reasonably* informed about significant developments relating to the representation, including promptly complying with reasonable* requests for information and copies of significant documents when necessary to keep the client so informed;
- ~~(5)~~~~(6)~~ A statement describing the licensed paraprofessional's duty to protect the confidentiality of information related to the representation under rule 1.6, including information provided in confidence by the client and the licensed paraprofessional's work product associated with the legal services provided by the licensed paraprofessional;
- ~~(6)~~~~(7)~~ A statement that, pursuant to rule 1.16(a)(4), the client has the right to terminate the contract and services at any time, with or without cause, and receive a full refund of unearned fees pursuant to rule 1.16(e)(2);
- ~~(8)~~ A statement confirming that the licensed paraprofessional is required to carry a surety bond as required by [add rule of court reference], name of the carrier and how to file a claim if necessary;
- ~~(7)~~~~(9)~~ If the paraprofessional has malpractice insurance, a statement identifying the insurance carrier and how to file a claim if necessary.
- ~~(8)~~~~(10)~~ A statement describing how to file a complaint with the State Bar of California;
- ~~(9)~~~~(11)~~ A statement regarding the respective responsibilities of the licensed paraprofessional and the client as to the performance of the agreement; and
- ~~(10)~~~~(12)~~ Any other disclosures, statements, or conditions required by the [Paraprofessional] Rules of Professional Conduct and the rules and regulations of the [Paraprofessional] Board.

(b) Notwithstanding any other required informed consent within the Rules of Professional Conduct, the written agreement under section (a) shall also contain the prospective client's ~~informed-written~~ acknowledgment consent that they understand the licensed paraprofessional is not an attorney, ~~that the client may need to seek an attorney if needed services go beyond the scope of the licensed pp, and,~~ that there are may be other alternatives for legal representation and services available to the client, and that the client voluntarily and knowingly is entering this contract to hire the services of the paraprofessional.

Comments

[Reserved]

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