



**THE LAW SHOP™**  
BY SKOGERSON MCGINN LLC

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**UNBUNDLING LEGAL SERVICES: FOR YOUR CLIENTS, YOUR FIRM AND YOURSELF**

Presented by:  
AJ Skogerson  
The Law Shop by Skogerson McGinn LLC  
Van Meter, Iowa, USA  
[www.lawshop.net](http://www.lawshop.net)

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**WHAT IS UNBUNDLING/LIMITED SCOPE?**

*“Unbundled Legal Services – A Family Lawyer’s Guide”*  
—Forrest S. Mosten & Elizabeth Potter Scully © 2017

1. Advising the client
2. Legal research
3. Gathering of facts from client
4. Discovery of facts of the other party
5. Negotiation
6. Drafting of documents
7. Court representation

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# WHAT IS UNBUNDLING TLS STYLE?



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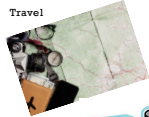
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# WHAT'S IMPORTANT TO OUR CLIENTS

Travel



Kiddos



Retirement



Health

House

Wealth



Vehicles

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# WHAT'S IMPORTANT TO YOU

Travel



Kiddos



Retirement



Health

House

Wealth



Vehicles

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## WHY UNBUNDLE??!



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## STATS & STUFF

- "Client and Lawyer Satisfaction with Unbundled Legal Services: Conclusions from the Alberta Limited Legal Services Project" authored by J.P. Boyd
  - <http://www.crlf.ca/publications.htm>
- Publications by Forrest Mosten and others
- Feedback from our own clients and all levels of the judicial system
- Major attention being paid to unbundled at seminars locally, nationally & internationally
- TLS work experience is killer
  - Team members work ~40 hours per week with four day work weeks + benefits
  - Almost no accounts in collections – unbundled pay vs. traditional pay
  - Office expansion (staff & building) since starting TLS
  - 40% revenue increase first year we completely unbundled our practice
  - Explosion of unbundled services in Iowa court system now

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## HOW DO YOU START?

- Decide to unbundle **INTENTIONALLY**
- Pick one practice area and break it down
- Customize unbundled to meet the goals of you and your firm
- Create a dialogue to have with your clients
- Create a visual that goes with your dialogue

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THE LAW SHOP BY SKOGERSON MCGINN LLC BASIC FAMILY LAW CASE OUTLINE		
BEGINNING PHASES	MIDDLE PHASES & PROPOSED STIPULATION	END STIPULATION (OR TRIAL)
<b>Notarize:</b> 1. Notice of Limited Appearance, Protected Info Form, Original Notice, & Responses. 2. Affidavit of Law Enforcement Officer - calendar deadlines. 3. Affidavit of Recurrence of Service. 4. Send Original Notice, Petition, Case Requirements Order, & Affidavit re Acceptance of Service to client with instructions. 5. If no appearance, must accept service, arrange service of process.	<b>Timeline/Case:</b> 1. Affidavit of Financial Status. 2. Child Support Worksheet (if applicable). 3. Children on the Middle Certificate (if applicable). 4. Adult First Certificate (if applicable & not in custody). 5. Attorney Certificate of Compliance. 6. Proposed Stipulation. 7. Property Distribution Worksheet (personal use only - DD MDT FILE).	<b>Settlement:</b> 1. Execution of Stipulation by both parties & attorneys. 2. Proposed Child Support. 3. Income Withholding Order for child &/or spousal support (if applicable).
<b>Finalization:</b> 1. Complete & file Acceptance of Service (unless client already served by process server). 2. Calendar deadlines. 3. Prepare & file Answer to Petition. 4. If collaborative case, email Agenda & Participation Agreement to all lawyers; members go to first joint meeting. Meetings typically done later.	<b>Timeline/Case:</b> 1. Affidavit of Financial Status. 2. Child Support Worksheet (if applicable). 3. Children on the Middle Certificate (if applicable). 4. Adult First Certificate (if applicable & not in custody). 5. Attorney Certificate of Compliance. 6. Proposed Stipulation.	<b>Final - see final Stipulation Order for deadlines:</b> 1. Notice of Withdrawal & Exhibit. 2. Check & file proposed orders. 3. Objections. 4. Current financial affidavit. 5. Stipulation of assets & liabilities. 6. Stipulation on unencumbered assets. 7. Statement of Requested Relief (unpaid attorney's fees). 8. Other (as directed by litigating attorneys).
<b>After Completion of Finalization:</b> 1. Schedule client appointment to review period documents & proposed stipulation. 2. Ask client, set appointment for AFTER client has done Children on Middle Certificate program. 3. Draft financial affidavit & proposed stipulation.	<b>Final Documents Review, Appointment and Sign:</b> 1. Complete & file period documents. 2. Begin work on proposed Stipulation - may begin in this appointment or may go to client for further work to be completed later.	<b>Final Settlement Documents:</b> 1. Draft Claim Details (if applicable). 2. Qualified Domestic Relations Order(s) (QDRO) (if applicable). 3. Release & Satisfaction.
<b>Finalization of Final Documents:</b> 1. Application, Affidavits & proposed orders for hearing on temporary orders, protective order, preservation of assets. 2. Final discovery.	<b>Final Stipulation Review &amp; Approval/Execution:</b> 1. Email Stipulation along additional info to other attorney or party. 2. Schedule mediation.	<b>Client Mail In:</b> 1. Notice of Completion of Limited Appearance. 2. Check Clearing letter. 3. Request for Testimonial.

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# CLIENT INTAKE / GATEKEEPING

Is the client seeking a specific service?

**YES – Great! Let's make that happen!**

**NO – No problem! Shop Evaluation!**

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Series of horizontal lines for handwritten notes.

**Step 1 of 3**  
**Get Started**

**Thanks for considering The Law Shop by Skogerson McGinn LLC ("TLS")!**

We appreciate that you are looking for the efficient, high quality, affordable legal services. Here is how our client onboarding process works.

Step 1 - Conflicts Check - to ensure we have not represented anyone else with interests adverse to yours.

Step 2 - Shop Evaluation Application - to determine whether we can assist with your particular legal matter.

Step 3 - Appointment Scheduling - to meet with a TLS attorney about your case or transaction.

By the instant phone call, you have completed the first step. TLS will run a conflicts check within 1-2 business days from the date you submit this form. If a conflict is found, we will do our best to refer you to quality counsel in another firm. If a conflict is not found, we will promptly notify you with further instructions for submitting your Shop Evaluation Application.

**Conflicts Check (Step 1 of 3)**

**Your Information**

Full Legal Name:

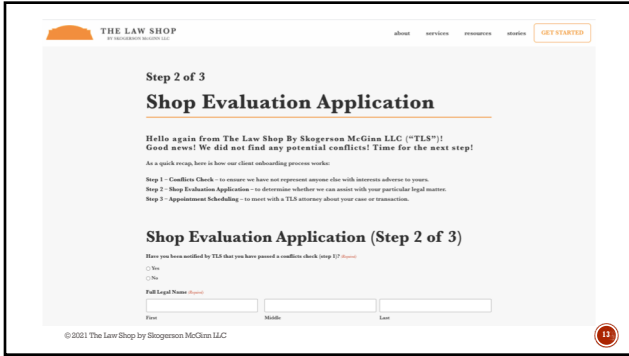
First:  Middle:  Last:

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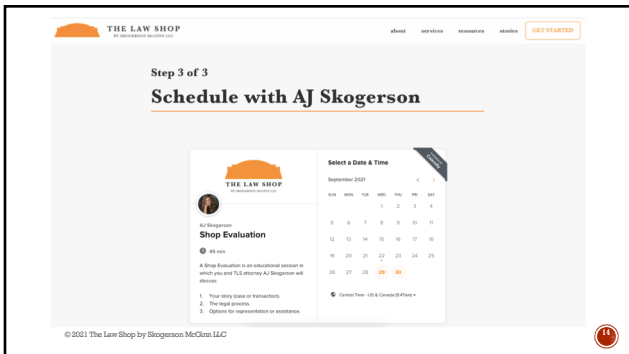
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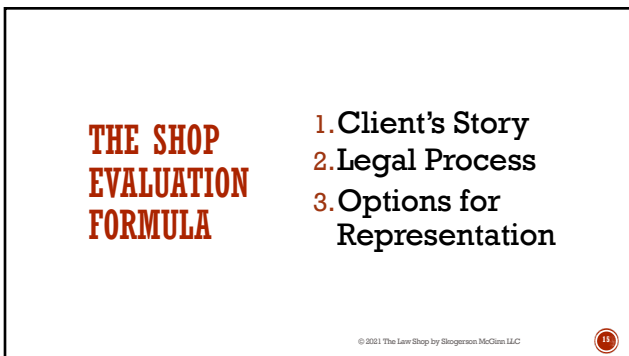
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# STEP 1: THE CLIENT'S STORY



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It has a  
beginning,  
a middle,  
and an  
end.

BEGINNING FILE STUFF WITH THE COURT	MIDDLE INFORMATION GATHERING	END SETTLEMENT AGREEMENT
Someone needs to file some documents with the court to get your case started. Whichever party does that filing also needs to ensure the paperwork from the court is received by the other party.	Both parties are required to provide certain disclosures, so we will spend some time gathering the necessary information and ensuring we have shared that information as required with the other party and/or the court. You may need to take a short class during this time as well.	We can get to the end of your case in various ways – negotiation, perhaps mediation or the collaborative process. Trial is typically not necessary, but should it become necessary in your case, we will have a new conversation at that time to discuss whether or not our firm will represent you and for what cost...

# STEP 2: THE LEGAL PROCESS

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# STEP 3: OPTIONS FOR REPRESENTATION

410 5th Street, P.O. Box 202  
New York, NY 10011  
Tel: 212.693.4810 or 212.693.4811  
Fax: 212.693.4812 or 212.693.4813  
www.thelawshop.com

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BY STOGERSON MCGINN LLC

**TABLE OF CONTENTS  
FOR THIS CHAPTER OF YOUR STORY**

Collaborative Process	Mediation and Dispute Resolution	Arbitration Through Contract	Traditional Litigation Through Court
Collaborative process is a non-adversarial approach to resolving disputes where the parties work together to find a mutually agreeable solution. It is often used in divorce cases.	Mediation is a process where a neutral third party helps the parties reach a mutually agreeable solution. It is often used in divorce cases.	Arbitration is a process where a neutral third party makes a binding decision for the parties. It is often used in divorce cases.	Traditional litigation is a process where a judge or jury makes a binding decision for the parties. It is often used in divorce cases.
File by the client(s)	File by the client(s)	File by the client(s)	File by the client(s)

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## AVOIDING "SCOPE CREEP"

"I would be happy to help with that. Here is what that would cost and a new services agreement to include that."

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## EFFICIENCY IS EVERYTHING

- Gatekeeping
  - Client onboarding
  - Avoiding scope creep
  - Staff dialogue / transition points
  - Intentional case processing
  - Online scheduling & payment
  - "Be Oprah"
- Forms / Templates
  - Client intake
  - Emails
  - Visual aids
  - Court forms
- Client Homework
  - Welcome packet
  - Financial documentation
  - Our Family in Two Homes workbooks (Jacinta Gallant)
  - Baseline settlement agreement
- Other Professionals
  - Mediators
  - Certified Divorce Financial Analysts
  - Mental Health Professionals
  - Other unbundled practitioners
  - Complementary Services

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## PRICING

- Process Options
  - Flat fee single service or bundle
  - Flat fee package
  - Hourly rate excluding trial
  - Hourly rate collaborative process
- Payment Options



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# SHOP CLUB RULES

- No services agreement, no work.
- All work & no pay makes the Shop no dough.
- Attorney review always required.
- Clients have homework. Usually a "to do" before they can see their attorney again
- You can't reason with unreasonable people.
- We don't indulge high maintenance.
- YOUR TEAM IS YOUR FAMILY.

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# ETHICAL CONSIDERATIONS

Check your jurisdiction:

- **Rules of Professional Conduct / Ethics**
  - Is unbundling allowed?
  - Under what circumstances?
- **Rules of Civil Procedure**
  - Is disclosure required?
  - If so, under what circumstances and in what form?
    - Drafting assistance v. limited appearance
  - Termination of limited appearance or motion to withdraw?
  - Notices to clients and others upon completion of limited service

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# MARKETING CONCEPTS

- FIRM BRANDING
- Website
- Social media/networking
- Informational videos
- Brochures



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## MARKETING CONCEPTS

- Professional referrals
- Swag
- Presentations & seminars
- Paid marketing
- Business consultant



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## THANK YOU!!!



AJ Skogerson  
[www.lawshop.net](http://www.lawshop.net) / [amy@lawshop.net](mailto:amy@lawshop.net)  
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**THE LAW SHOP by SKOGERSON McGINN LLC**  
**BASIC FAMILY LAW CASE OUTLINE**

BEGINNING PLEADINGS	MIDDLE PRETRIAL DOCS & PROPOSED STIPULATION	END STIPULATION (OR TRIAL)
<p><u>*Petitioner:</u></p> <ol style="list-style-type: none"> <li>1. Notice of Limited Appearance, Protected Info Form, Original Notice, &amp; Petition.</li> <li>2. Receipt of Case Requirements Order - calendar deadlines.</li> <li>3. Affidavit re: Acceptance of Service.</li> <li>4. Send Original Notice, Petition, Case Requirements Order, &amp; Affidavit re: Acceptance of Service to client with Instructions.</li> <li>5. If Respondent won't accept service, arrange service of process.</li> </ol>	<p><u>Traditional Case:</u></p> <ol style="list-style-type: none"> <li>1. Affidavit of Financial Status</li> <li>2. Child Support Worksheet (if kids)</li> <li>3. Children in the Middle certificate (if kids)</li> <li>4. Kids First certificate (if kids &amp; Polk County)</li> <li>5. Attorney Certificate of Compliance</li> <li>6. Proposed Stipulation</li> <li>7. Property Distribution Worksheet (internal use only – DO NOT FILE).</li> </ol>	<p><u>Stipulation:</u></p> <ol style="list-style-type: none"> <li>1. Execution of Stipulation by both parties &amp; attorney(s).</li> <li>2. Proposed Decree / Order</li> <li>3. Income Withholding Order for child &amp;/or spousal support (if applicable)</li> </ol>
<p><u>*Respondent:</u></p> <ol style="list-style-type: none"> <li>1. Complete &amp; file Acceptance of Service (unless client already served by process server).</li> <li>2. Calendar deadlines.</li> <li>3. Prepare &amp; file Answer to Petition.</li> </ol> <p>*If collaborative case, email Agenda &amp; Participation Agreement to all team members prior to first joint meeting. Pleadings typically done later.</p>	<p><u>Kitchen Table or Collaborative Case:</u></p> <ol style="list-style-type: none"> <li>1. Affidavit of Financial Status</li> <li>2. Child Support Worksheet (if kids)</li> <li>3. Children in the Middle certificates (if kids)</li> <li>4. Kids First certificate (if kids &amp; Polk or Dallas County)</li> <li>5. Pro se stipulation to pretrial documents (if needed)</li> <li>6. Attorney Certificate of Compliance</li> <li>7. Proposed Stipulation</li> </ol>	<p><u>Trial – see Trial Scheduling Order for deadlines:</u></p> <ol style="list-style-type: none"> <li>1. Notice of Witnesses &amp; Exhibits</li> <li>2. Mark &amp; file proposed exhibits</li> <li>3. Objections</li> <li>4. Current financial affidavit</li> <li>5. Stipulation of assets &amp; liabilities</li> <li>6. Stipulation on uncontested matters</li> <li>7. Statement of Requested Relief (proposed decree)</li> <li>8. Direct &amp; Cross Examination Outlines</li> <li>9. Other (as directed by litigating attorney)</li> </ol>
<p><u>Upon Completion of Pleadings:</u></p> <ol style="list-style-type: none"> <li>1. Schedule client appointment to review pretrial documents &amp; proposed stipulation. If kids, set appointment for AFTER client has done Children in the Middle program.</li> <li>2. Draft financial affidavit &amp; proposed stipulation.</li> </ol>	<p><u>Pretrial Document Review Appointment w/Client:</u></p> <ol style="list-style-type: none"> <li>1. Complete &amp; file pretrial documents.</li> <li>2. Begin work on proposed Stipulation – may finish in this appointment or may give to client for further work to be completed later.</li> </ol>	<p><u>Potential Post Decree Documents:</u></p> <ol style="list-style-type: none"> <li>1. Quit Claim Deed(s) (if applicable)</li> <li>2. Qualified Domestic Relations Order(s) (QDRO) (if applicable)</li> <li>3. Release &amp; Satisfaction</li> </ol>
<p><u>Additional Potential Documents:</u></p> <ul style="list-style-type: none"> <li>• Applications, affidavits &amp; proposed orders for hearing on temporary matters, protective order, preservation of assets</li> <li>• Formal discovery</li> </ul>	<p><u>Post-Stipulation Review &amp; Approval by Client:</u></p> <ol style="list-style-type: none"> <li>1. Email Stipulation w/any additional info to other attorney or party.</li> <li>2. Schedule mediation.</li> </ol>	<p><u>Closing Case File</u></p> <ol style="list-style-type: none"> <li>1. Notice of Completion of Limited Appearance</li> <li>2. Client Closing Letter</li> <li>3. Request for Testimonial</li> </ol>



**THE LAW SHOP**<sup>™</sup>

BY SKOGERSON MCGINN LLC

Amy J. Skogerson / Andrea McGinn  
413 Grant Street / P.O. Box 252  
Van Meter, Iowa 50261  
Tel: 515.996.4045 / Fax: 515.996.4125  
Web: www.lawshop.net

**CONFLICTS CHECK INFORMATION**

*Please provide the following information to assist us in avoiding a current or future conflict of interest. Our office will run a conflicts check within two business days from the date of your submission of this form to our office. If no conflicts are found, you will receive an email with further information required for scheduling an appointment with a TLS attorney.*

Date Form Completed: \_\_\_\_\_

**Your Information**

Full Legal Name: \_\_\_\_\_

Prior Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Children (if any): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Other Party Information**

Name(s): \_\_\_\_\_

Prior Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Additional Information**

Type of Legal Matter: \_\_\_\_\_

County of Case or Transaction: \_\_\_\_\_

**TLS INTERNAL USE ONLY**

- Caller name check – NO CONFLICTS FOUND
- Other Party name check – NO CONFLICTS FOUND
- CONFLICT(S) FOUND – DO NOT GO FURTHER!!**



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**SHOP EVALUATION APPLICATION**

*Prior to scheduling a meeting with a TLS attorney for a Shop Evaluation, please complete the following information and return this form to dee@lawshop.net.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Children (names & ages): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of marriage (if applicable): \_\_\_\_\_

Employment: \_\_\_\_\_

Referred by: \_\_\_\_\_

**Other Person Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Employment: \_\_\_\_\_

Attorney: \_\_\_\_\_

**Additional Information**

Do you currently have a case or transaction pending? \_\_\_\_\_ Yes \_\_\_\_\_ No

If so, in what county is your case or transaction pending? \_\_\_\_\_

***By completing and submitting this questionnaire to TLS, you are acknowledging and agreeing to payment of the required Shop Evaluation fee in advance of your meeting with a TLS attorney. Such fee is due and payable in full via cash, check or credit card prior to your Shop Evaluation session.***

\_\_\_\_\_ *I am an active member of the military or a military veteran, which qualifies me for a 10% discount on all legal services being provided by TLS.*







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## TLS TABLE OF CONTENTS FOR THIS CHAPTER OF YOUR STORY

<i>Minimum</i>			<i>Maximum</i>
<b>Writing Coach</b>	<b>Guest Author</b>	<b>Co-Author</b>	<b>Writing Team</b>
<i>Single Service or Service Bundle</i>	<i>Drafting and Filing Services</i>	<i>Traditional Representation Through Settlement</i>	<i>Collaborative Representation Through Settlement</i>
Client handles all aspects of case except specific services for which attorney is hired	Client handles all settlement negotiations; attorney prepares specified legal documents and shepherds documents through court process in timely manner	Attorney represents client as to all aspects of case, handles all issues, negotiations, document preparation and court process; representation includes temporary matters, extends through mediation of final matters; does not include trial preparation or representation	Team approach with joint meetings; may include family professional and financial neutral on team; attorney works with client and team on all issues, negotiations, document preparation and court process; attorney prohibited from participating in litigation
<b>Flat Fee</b>	<b>Flat Fee</b>	<b>Hourly</b>	<b>Hourly</b>
Flat fee by the service(s)	No Kids - \$_____	No Kids - \$___ Retainer	No Kids - \$___ Retainer
<i>Payment required in advance or at time of service</i>	Kids - \$_____	Kids - \$___ Retainer	Kids - \$___ Retainer
	<i>Payment required in advance</i>	<u>OR</u>	<u>OR</u>
		Credit Card	Credit Card
		Pre-Authorization (no retainer)	Pre-Authorization (no retainer)
		\$___/hour	\$___/hour



## THE LAW SHOP

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Tel: 515.996.4045 / Fax: 515.996.4125  
Web: www.lawshop.net

Dear New Client,

Thank you for choosing The Law Shop by Skogerson McGinn LLC. We will do our best to assist you through your important legal matter in a timely, cost-effective, and sensitive manner.

**Documentation Required for Your Case.** Enclosed you will find the following documents which must be completed and provided in order for us to proceed with your case:

- Legal Services Agreement – This document sets forth the duties, rights and obligations of both our office and you. Since we provide legal services on a limited scope basis, it is extremely important that you review this document carefully to ensure you have a clear understanding of the specific services we have agreed to provide as well as the services for which you will be responsible for handling on your own. Please sign, date and return this agreement to our office with the other forms discussed below.
- Email Authorization Form- This document authorizes Skogerson McGinn, LLC to communicate with you by email. Sign, date and return this form to our office.
- Family Law Intake Form and Child Support Worksheet – Fill out all pages of this form to the best of your ability. The information you provide will allow us to prepare and file certain documents required by the court.
- Affidavit of Financial Status – Enclosed is a financial survey that will be used to assist us in preparing your affidavit of financial status, which is required by the Iowa Code. Also enclosed is an informational sheet defining income, expenses, assets and liabilities, all of which must be included on your financial affidavit. If your case involves an original dissolution action (i.e. you are seeking a divorce), the affidavit must include, to the best of your knowledge, all financial information for both you and your spouse. If your case involves an action for paternity, custody, support or modification of an existing decree or order, the affidavit should include financial information for yourself only.
  - **Supporting Documentation – You must provide our office with documentation showing income from all sources for the last six (6) months as well as your Federal and State Income Tax Returns for the last three (3) years. In addition, please provide account statements and/or other documentation supporting each asset and each liability listed on your completed financial survey.**
- Children in the Middle Class List – If your case involves custody and care of minor children, Iowa law requires that you participate in a court-approved course to educate and sensitize you to the needs of your children and your former spouse within 45 days of service of the petition. A copy of your certificate of completion must be filed with the court. We will provide you with a class list for Children in the Middle courses approved by the court within the Fifth Judicial District.

- **Kids First Class for Polk County**– If your case resides in Polk County, Iowa law requires that your children participate in an educational divorce workshop to help the children cope with their parent’s separation and divorce. A copy of the certificate of completion will be filed with the Court by Kids First one week after all of the children have attended the workshop.

Following are some tips for how we can best work together to save you money and achieve a satisfactory resolution in your family law case.

**Questions About Your Case.** When you have general questions, need information on completing a document or want to know the status of your file, contact our Office Manager, Dee House, at 515.996.4045. If she cannot answer your question, she will get the answer from your attorney or arrange a time for you to discuss the matter with your attorney. It saves you both time and money when one of our staff members can provide answers to your questions.

When you need legal advice, please consider emailing your attorney with your questions or concerns. You will find email works well because we can respond to your needs between appointments or from outside the office. This gives you prompt answers, avoids telephone tag, allows you to read the answers at your convenience and provides them in writing, so you can review them at a later date, if needed. If you wish to speak with your attorney personally, please call in to our Office Manager. In order to serve you best, we prefer to set up *time-specific* telephone or in-person appointments.

**Organizing Your Materials.** We recommend you purchase a binder. Put some blank paper in it, so you can write down your questions, concerns and thoughts. You can also store copies of emails, letters and documents in your binder. It is a good way to keep organized. We also encourage you to log important communications with the other party, notes and other interactions related to your case in your binder. When you meet with your attorney, you will be able to refer to your notes, so you will not forget anything. Please bring your binder to every meeting.

Certain documents are needed to prove various facts. This is the reality of the legal process. It is sometimes tedious to collect the needed documents, but it is a necessary evil. Please bring us photocopies of the documents we request as soon as possible. Please ensure the documents are for the proper time frame, legible and in an organized fashion. If we have to chase after you for proper documents or spend time organizing your materials, it will drive up your legal fees and delay resolution. This is something you can do to save yourself money and speed up the process.

**Email Communications.** Our primary mode of communication is through email. We find it faster and more cost-effective, thus keeping your legal fees to a minimum. If we need to get documents to you, we will forward them via email as an attachment. If you do not already have Adobe Reader, you can download it off the Internet. It is a free, safe program that will allow you to read attachments we send to you. Go to [www.get.adobe.com/reader/](http://www.get.adobe.com/reader/) and click “download”.

Our policy is to reply to emails within 48 hours (not including weekends and holidays). We know we would want prompt replies if we were in your shoes, so we will do my best to treat you the way we would want to be treated. If we cannot give you a complete reply immediately, we will tell you when we have scheduled time to respond fully to your inquiry. If you do not get a reply within 48 hours, call our office. Perhaps your email may not have been received for some reason.

**Legal Information.** We offer numerous informational articles about family law on our website. We encourage you to read these articles to become educated about the basics of family law. It is free and a

great source of information. If we have to take the time to educate you, we have to charge you for our time. The website address is [www.lawshop.net](http://www.lawshop.net).

**Our Billing Practices.** As you know from signing your legal services agreement, you are billed for all time spent on your case by your attorney and by our support staff. This includes phone calls, meetings, letters, email correspondence, document preparation and all other activities related to your case.

We strive to be efficient by adopting the most recent technologies and most efficient practices and it is our policy to make every effort to give you excellent representation in a cost-effective manner. The reality is that legal representation can be costly. We encourage you to plan ahead for this cost now.

Remember that it is our policy that your account must be kept current. Each month you will be billed for our services and you are obliged to make payment within five (5) days of the date of the invoice or statement unless we have specifically authorized an alternate payment arrangement. If your matter falls into arrears that portion is immediately due. It is wise to make plans now for your anticipated future legal fees and discuss any concerns with us right away.

**Case Delays.** The uncertainty during this time is very stressful and most clients want to get through their matter as quickly as possible. We understand this desire and we will do our best, but we also ask for your patience. There will be delays and frustrations along the way that are simply unavoidable. Let us assure you that we will do everything within our power to move the process toward resolution in a timely manner.

**How Are We Doing?** We welcome your feedback. If you have concerns about the service you are experiencing, or unanswered questions, please bring this to our attention. We truly want to help you by meeting your expectations and needs. We appreciate your business with our firm and look forward to working with you on your important legal matter.

Sincerely,  
AJ & Andi



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Van Meter, Iowa 50261  
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Web: www.lawshop.net

## LIMITED SCOPE LEGAL SERVICES AGREEMENT

*Welcome to The Law Shop by Skogerson McGinn LLC (“TLS”).  
We’re here to help you turn the page in this chapter of your life story.*

### CHARACTERS

**YOU** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

I am an active member of the military or a military veteran, which qualifies me for a 10% discount on all legal services being provided by TLS.

TLS strives to understand and honor your personal values and needs. For example, being heard and respected, protecting the best interests of you and your family, judgment free advice, your story being told with accuracy and dignity, and quality legal representation are often concerns of many TLS clients.

**US** TLS Attorney(s): \_\_\_\_\_

Our mission at TLS is to help our clients, our colleagues, and ourselves live our very best lives. We care deeply about our clients and our team. TLS values include authenticity, accountability, efficiency, positivity, and equality. We appreciate your patience and understanding when it comes to attorney schedules, case expectations, limitations of legal advice, and the fact that we worry and stress day and night about the future and well-being of our clients and their families.

**OTHERS** – *Other party, attorney, family members, court, etc.*

Like you and TLS, the other party to your case, his or her attorney, family members, the court (i.e. the judge), and others involved in your case have their own unique personal values and needs, all of which have the potential to impact the course and ultimate outcome of your case.

### SETTING

This Limited Scope Legal Services Agreement (“Agreement”) discusses the terms for services to be provided to you by TLS in a divorce, child custody, support, modification, juvenile, adoption, or other type of family law matter. This Agreement is “limited scope” because you and TLS agree that TLS shall only be responsible for the tasks specified in this Agreement and nothing else. **At all times and with each of the TLS roles identified herein, you are responsible for all aspects of your case not specifically assigned to TLS.**

### PLOT

TLS is intentionally future focused. We will work to gain a solid understanding of the past chapters of your story. We will then work with you in developing a plan for moving you and your family forward. In working with TLS, please be aware of the constant potential for plot twists, i.e. your legal matter may become more complicated than it first appeared. The time and effort we must spend on your case will depend in part on you, the other party, his or her attorney(s), and other factors that may not have been apparent at the start.

ROLES AND ROYALTIES

At TLS, we do not take lightly your decision to trust our firm to handle your important legal matter. We customize every client's legal representation plan based upon the level of assistance desired by you, your desire and comfort level in handling some aspects of your case on your own, as well as your chosen budget for legal services. We invest considerably in the education and ongoing training of TLS attorneys and staff as well as office space, tools and technology that help us provide high quality legal services to you. We recognize that legal services are expensive. Our service options are designed to consider the desires and financial concerns of both you and TLS.

**Please initial below the role for which you are retaining TLS and (where applicable) mark the fee arrangements associated with such TLS role:**

\_\_\_\_\_ **Writing Coach** (a/k/a single service or service bundle) – You handle all aspects of your case except the individual service or specific service bundle for which TLS has been hired under this Agreement. This TLS role does NOT include the performance of any other work by TLS.

- \$ \_\_\_\_\_ flat fee due at or before time of service
- Service or bundle: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Guest Author** (a/k/a kitchen table) – You handle your own settlement negotiations with the other party. TLS will prepare basic legal documents, file such documents with the court in a timely manner, and pay court costs. Basic documents typically include pleadings, affidavit of financial status, settlement agreement, and proposed court orders. Also included, if applicable, are child support worksheets, income withholding orders for child and/or spousal support, deeds, and releases for amounts paid. This TLS role does NOT include: expenses other than court costs and deed recording fees, negotiation, mediation, formal discovery, depositions, legal research, subpoenas, motions (including a motion to waive the dissolution mandatory waiting period), hearings, trial preparation, trial or other litigation, appeal, tax advising, qualified domestic relations orders, or any other tasks not specified in this Agreement. Circle or strike as appropriate:

- No Children           \$ \_\_\_\_\_ flat fee due in advance of service
- Children             \$ \_\_\_\_\_ flat fee due in advance of service

\_\_\_\_\_ **Co-Author** (a/k/a full service through settlement) – TLS will handle all aspects of your case, including advising, settlement negotiations, document preparation, process management, court hearings, and mediation of temporary and final matters. This TLS role does NOT include: trial preparation, trial, appeal, or tax advising. Circle or strike as appropriate:

- \*Hourly rate: \$ \_\_\_\_\_
- \$ \_\_\_\_\_ \*\*Retainer fee due in advance of service OR card pre-authorization below

\_\_\_\_\_ **Writing Team** (a/k/a collaborative process) – You and your TLS attorney will work together with other members of your chosen collaborative team. This voluntary process requires collaboratively trained attorneys for both parties and often includes other professional team members such as a neutral family coach, financial professional(s), child specialist, mediator, and/or others as needed and agreed upon by the team. TLS will handle all aspects of your case, including advising, settlement negotiations, document preparation, and process management, provided however, that TLS is prohibited from preparing for or representing you in any court hearing or trial. This TLS role also does NOT include appeal or tax advising. Circle or strike as appropriate:

- \*Hourly rate: \$ \_\_\_\_\_
- \$ \_\_\_\_\_ \*\*Retainer fee due in advance of service OR card pre-authorization below

\*For all Co-Author or Writing Team services utilizing the retainer fee option, you must pay in full all charges in excess of your original retainer fee within 15 days of your invoice unless otherwise agreed in advance by TLS.

OTHER RELEVANT STORY LINES

*Delegation of Work.* Your TLS attorney may delegate certain tasks in your case to other members of the TLS team. It is simply more efficient and often less expensive for you that way.

*No Guarantee.* As much as we might wish we could, TLS makes no guarantee or promise as to the outcome of your case. Many factors outside TLS control can affect the course and outcome of your case. TLS attorney comments about potential outcomes are professional opinions only. Only the court (a judge) can make a final determination of case outcomes.

*Payment on Account.* You will be sent periodic billing statements. Each billing statement will show deductions from the retainer deposit for fees and costs, as well as any current balance owed. Should your bill show a balance due, the balance is due in full upon receipt. You will be charged simple interest at the rate of 18 percent per year (1.5% per month) on any unpaid balance. Any billing statement submitted to you shall be deemed accepted and affirmed unless it is objected to in writing within ten (10) days of the date on the billing invoice. If you are not able to keep your account paid in accordance with this Agreement, we may ask to withdraw from further representation in your case and you will be required to sign a consent to our withdrawal.

*Governing Law; Client Dispute.* This Agreement is governed by the laws of the State of Iowa. In the event of a dispute between you and TLS in relation to this Agreement or the services provided to you by TLS, we want the opportunity to resolve such dispute with you quickly, amicably and inexpensively. Accordingly, you and TLS shall participate in mediation in a good faith effort to resolve such dispute prior to either of us taking any further legal action against the other. This requirement for mediation shall be automatically waived should you fail to make payment to TLS in a timely manner, in which case TLS may immediately proceed with submitting your account to a debt collection firm for the purpose of obtaining payment in full. If such collection firm must institute legal action against you, you shall be liable for attorney fees and court costs incurred by TLS as a result of such action. Any mediation and/or legal action filed by either party shall be done within the Fifth Judicial District of Iowa. Any right to a jury trial by either party to this Agreement is hereby waived.

*Limitation of Liability.* Many lawyers do not offer limited scope services due to fear of a malpractice claim by a client who chose not to retain the lawyer for services that may have impacted the client's case outcome. At TLS, we want to make legal services available and accessible to everyone. We also support your right to choose the amount, duration and type of legal representation for your own legal matter. By signing this Agreement, you accept responsibility for any aspect of your case not being handled by TLS. The liability of TLS and its attorneys in relation to this Agreement and/or legal services performed by TLS or its attorneys shall be limited to the amount paid to TLS for such legal services.

*Termination of Services.* Your representation by TLS shall be considered concluded upon TLS' completion of any services contemplated by this Agreement. In addition, TLS reserves the right to withdraw from further representation of you at any time for any reason so long as such reason does not violate the Iowa Rules of Professional Conduct. You are free to terminate further services by TLS at any time for any reason. Regardless of whether services are terminated by you or by us, you are responsible for the payment of all costs and expenses incurred through the date of such termination.

*Provisions Severable.* If any provision of this Agreement is found by a court to be void or unenforceable, that provision shall be severed and the remaining provisions of this Agreement shall remain in full force and effect.

*Questions.* If you have any questions about this Agreement, please contact us immediately. The best time to resolve questions is now. Do not hesitate to have this Agreement reviewed by another attorney of your choice or by a friend or advisor. We encourage it.

**I have read this Limited Scope Legal Services Agreement, understand its contents, and enter into it knowingly, freely, and voluntarily.**

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Client Signature

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Attorney Signature



CREDIT / DEBIT CARD PRE-AUTHORIZATION AGREEMENT

I hereby authorize The Law Shop by Skogerson McGinn LLC ("TLS"), to charge the credit or debit card identified below for all charges invoiced to me by TLS. I understand that if I have not contacted TLS within seven (7) days of the date of my TLS invoice, my card will thereafter be automatically charged for the full amount outstanding on such invoice.

If I am not TLS' Client, I am signing this card pre-authorization as third party guarantor for the TLS client ("Client") named below. I understand and acknowledge that, unless specifically requested and authorized by the Client, I will not receive a copy of the Client's invoice(s) from TLS. In addition, my payment on behalf of the Client does not change the confidential attorney-client relationship between TLS and the Client. Further, payment by me does not give me the right to require that TLS cease work on the Client's case nor does it give me the right to request a refund of charges to my card pursuant to this Agreement.

TLS CLIENT NAME: \_\_\_\_\_

TLS CLIENT PHONE: \_\_\_\_\_

TYPE OF CARD: \_\_\_\_\_

NAME ON CARD: \_\_\_\_\_

CARD NUMBER: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

CVV CODE: \_\_\_\_\_

BILLING STREET ADDRESS: \_\_\_\_\_

BILLING CITY, STATE, ZIP: \_\_\_\_\_

CARDHOLDER SIGNATURE: \_\_\_\_\_

SIGNATURE DATE: \_\_\_\_\_



# THE LAW SHOP

BY SKOGERSON MCGINN LLC

Amy J. Skogerson / Andrea McGinn  
413 Grant Street / P.O. Box 252  
Van Meter, Iowa 50261  
Tel: 515.996.4045 / Fax: 515.996.4125  
Web: www.lawshop.net

## FAMILY LAW INTAKE FORM

This information is being provided on \_\_\_\_\_, 20\_\_\_\_\_.

### Information About Party #1

Full Legal Name	
Maiden Name (if applicable)	
Other Previous Names	
Age	
Date of Birth	
State of Birth	
Current Address	
Social Security #	
County of Residence	
Primary Phone #	
Email Address	
Employer 1	
Employer 1 Job Title	
Employer 1 City & State	
Employer 2 (if applicable)	
Employer 2 Job Title	
Employer 2 City & State	
Highest Level of Education	
Location of Such Education	
# of Prior Marriages	

**Information About Party #2**

Full Legal Name	
Maiden Name (if applicable)	
Other Previous Names	
Age	
Date of Birth	
State of Birth	
County of Residence	
Current Address	
Social Security #	
Primary Phone #	
Email Address	
Employer 1	
Employer 1 Job Title	
Employer 1 City & State	
Employer 2 (if applicable)	
Employer 2 Job Title	
Employer 2 City & State	
Highest Level of Education	
Location of Such Education	
# of Prior Marriages	

**For Dissolution Action - Information About Your Marriage**

Date of Marriage	
City & State of Marriage	
Date of Separation or Dissolution (if applicable)	
Length & Location of Current Residency	You:  Spouse:

**Information About Your Children Together**

Full Legal Name	Age	Date of Birth	Social Security Number	Grade in School
1.				
2.				
3.				
4.				
5.				
6.				

To your knowledge, have you, or the other party involved in your action, ever received legal services from attorneys Amy Skogerson, Andrea McGinn and/or Cynthia Lange? If yes, when? What service(s) did you (they) receive?

By whom were you referred to this law firm? If not a referral, please tell us how you learned of our firm.



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## CHILD SUPPORT WORKSHEET INFORMATION

DATE: \_\_\_\_\_

	<u>Parent 1</u>	<u>Parent 2</u>
What are the parents' names?		
How many minor children do the parents in this case have together?		
What do you envision as the regular parenting schedule between the two of you?		
If a parent is paid on an hourly or salary basis, what is his/her gross annual income from such wages or salary?		
If a parent is self-employed, what is his/her gross annual income from such employment?		
If a parent pays spousal support to a former spouse, how much does (s)he pay each year?		
If a parent receives spousal support from a former spouse, how much do (s)he receive each year?		
If a parent receives any non-taxable income, how much of such income does (s)he receive each year?		
How much does each parent receive in any other form of income such as cash tips, rental income, etc?		
Does either parent have a minor child or children from another relationship, & if so, how many?		
If a parent has a minor child or children from another relationship, how much (if any) does that parent pay annually as child support for such child(ren)?		
How many children (in this case) will each parent be allowed to claim the child tax credit for each year?		
How many of the minor children (in this case) are age 17 or older?		
How much do you pay each year in union dues, if any?		

How much do you pay each year for mandatory occupational license fees, if any?		
*For the parent(s) expected to provide health insurance for the child(ren), what is the total annual cost of the child(ren)'s portion of that insurance premium(s)?		
If a parent has a minor child or children from another relationship, how much does that parent pay annual for health insurance for such child(ren), if any?		
How much is each parent expected to pay in child care expenses for the child(ren) in this case?		
In what school district does each parent physically reside?		

\*The child(ren)'s only portion of health insurance cost, which may include medical, dental and/or vision, is calculated as follows:

$$\begin{aligned}
 & \text{Annual insurance premium(s) for employee only} \\
 - & \text{Annual insurance premium(s) for employee + child(ren)} \\
 & \textbf{Annual insurance cost for child(ren) only}
 \end{aligned}$$



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**FINANCIAL AFFIDAVIT SURVEY**

**INCOME**

<u>Source</u>	<u>Withholding(s)</u>	<u>Party (Husband, Wife or Joint)</u>	<u>Monthly Net Amount</u>
<i>Ex. ABC Corp.</i>	<i>Payroll taxes, health insurance, 401k contribution</i>	<i>W</i>	<i>\$3200</i>

**EXPENSES**

<u>Payee</u>	<u>For</u>	<u>Payor (H, W or J)</u>	<u>Monthly Amount</u>
<i>Ex. MidAmerican Energy</i>	<i>Electricity / Gas</i>	<i>H</i>	<i>\$125</i>
<i>Ex. Van Meter CSD</i>	<i>School lunches for kids</i>	<i>J</i>	<i>\$118</i>

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**ASSETS**

<u>Source</u>	<u>Title (H, W, J or C)</u>	<u>Estimated FMV</u>
<i>Ex. Marital Residence</i>	<i>J</i>	<i>\$108,000</i>
<i>Ex. Wells Fargo 401k</i>	<i>W</i>	<i>\$26,700</i>
<i>Ex. 529 Savings Plan</i>	<i>C</i>	<i>\$3700</i>

**LIABILITIES**

<u>Payee</u>	<u>For</u>	<u>Obligor</u>	<u>Total Current Balance</u>	<u>Monthly Payment</u>
<i>Ex. Earlham Savings Bank</i>	<i>Mortgage + escrow for insurance and property taxes</i>	<i>J</i>	<i>\$92,500</i>	<i>\$1028</i>
<i>Ex. Chase Bank</i>	<i>Credit card</i>	<i>H</i>	<i>\$6,500</i>	<i>\$109</i>
<i>Ex. Wells Fargo 401k Loan</i>	<i>Home Improvements</i>	<i>W</i>	<i>\$3,200</i>	<i>\$150</i>



## BALANCE SHEET CATEGORIES

**Income** - money received, especially on a regular basis, for work or through investments; commonly includes, but is not limited to:

- Hourly wages
- Salary
- Dividends or other profit share proceeds
- Tips
- Commissions
- Bonuses
- Business allowances
- Rental property income

**Expense** - a thing on which one is required to spend money on an ongoing basis (cannot ever be paid to zero); commonly includes, but is not limited to:

- Payroll taxes – federal & state withholdings, social security & Medicare
- Health, dental & vision insurance premiums
- Home, auto & umbrella insurance premiums
- Life insurance premiums
- Retirement account contributions paid in by you personally
- Rent (but NOT a mortgage)
- Utilities – gas, electric, water, sewer & garbage
- Telephone &/or cell phone service
- Internet service
- Cable or satellite television
- Vehicle registration
- Property taxes
- Groceries / dining out
- Travel & entertainment
- Home maintenance & repairs
- Vehicle maintenance & repairs
- Pet care & maintenance
- Bank charges
- Charitable contributions
- Subscriptions
- Uncovered medical expenses – co-pays & other out of pocket medical expenses

**Asset** = property owned by a person or company, regarded as having value and available to meet debts, commitments, or legacies; commonly includes, but is not limited to:

- Real estate
- Vehicle
- Recreational vehicle
- Farm or other business equipment
- Livestock
- Bank accounts
- Retirement accounts
- Investments
- Coins &/or other collectibles of value
- Business ownership interest
- Judgment against or financial settlement with third party in your favor

**Liability** = something, typically money, that is owed or due (a debt that is ultimately intended to be paid to zero); commonly includes, but is not limited to:

- Mortgage
- Auto loan
- Personal loan
- Line of credit
- Credit card
- Student loan
- Outstanding medical bill
- Outstanding prior judgment
- Unpaid income or other federal or state tax liability



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**GUEST AUTHOR (KITCHEN TABLE) WORKSHEET  
FOR DISSOLUTION OF MARRIAGE**

**PARTY 1**

Party 1 Name: \_\_\_\_\_  
Party 1 Date of Birth: \_\_\_\_\_  
Party 1 Address: \_\_\_\_\_  
\_\_\_\_\_  
Party 1 Phone: \_\_\_\_\_  
Party 1 Email: \_\_\_\_\_

**PARTY 2**

Party 2 Name: \_\_\_\_\_  
Party 2 Date of Birth: \_\_\_\_\_  
Party 2 Address: \_\_\_\_\_  
\_\_\_\_\_  
Party 2 Phone: \_\_\_\_\_  
Party 2 Email: \_\_\_\_\_

**CHILDREN**

Child 1 Name: \_\_\_\_\_  
Child 1 Date of Birth: \_\_\_\_\_  
Child 2 Name: \_\_\_\_\_  
Child 2 Date of Birth: \_\_\_\_\_  
Child 3 Name: \_\_\_\_\_  
Child 3 Date of Birth: \_\_\_\_\_

## AGREEMENT

[Strike all paragraphs that do not apply.]

**1. Legal Custody.**

The parties are granted joint legal custody of the child(ren). “Joint legal custody” means an award of legal custody of the child to both parents under which both parents have legal custodial rights and responsibilities toward the child and under which neither parent has legal custodial rights superior to those of the other parent. Rights and responsibilities of legal custody include but are not limited to decision making affecting the child’s legal status, medical care, education, extracurricular activities, and religious instruction.

**OR**

\_\_\_\_\_ is granted sole legal custody of the child(ren). “Sole legal custody” means an award of the rights of legal custody of a minor child to a parent under which a parent has legal custodial rights and responsibilities toward the child. Rights and responsibilities of legal custody include but are not limited to decision making affecting the child’s legal status, medical care, education, extracurricular activities, and religious instruction.

**2. Physical Care.**

The parties are granted shared physical care of the child(ren). “Physical care” means the right and responsibility to maintain a home for the minor child and provide for the routine care of the child. The parties’ parenting time with the child(ren) shall be as shown on the “Parenting Schedule” attached hereto and incorporated by this reference herein.

**OR**

\_\_\_\_\_ is granted primary physical care of the child(ren) subject to parenting time with \_\_\_\_\_. “Physical care” means the right and responsibility to maintain a home for the minor child and provide for the routine care of the child.

3. **Holidays and Special Days.** The parties' holiday and special day time(s) with the child(ren) shall be as shown on the "Holiday and Special Day Schedule" attached hereto and incorporated by this reference herein.

4. **Summer Parenting Time.** Each party shall have \_\_\_\_\_ weeks of uninterrupted time with the child(ren) each summer. Each week shall include a parent's regularly scheduled weekend at either the beginning or the end of his or her week. The parents shall give one another written notice by April 30<sup>th</sup> of each and every calendar year as to the dates desired for their summer visitation. Should there be a conflict, \_\_\_\_\_ will have priority in odd numbered years and \_\_\_\_\_ will have priority in even numbered years.

5. **Child Support.** There IS / IS NOT an existing order for child support through the Iowa Child Support Recovery Unit with a monthly support amount of \$\_\_\_\_\_. The payor is CURRENT / DELINQUENT on such child support obligation.

\_\_\_\_\_ shall pay to \_\_\_\_\_ the sum of \$\_\_\_\_\_ per month as child support for the child(ren) and continuing monthly thereafter until the last day of the month in a/the child graduates from high school, attains the age of 19, dies, marries or otherwise becomes emancipated, whichever event shall first occur, but in no event past age 19.

**IF MULTIPLE CHILDREN:**

At such time as only \_\_\_ child(ren) is/are eligible for support, \_\_\_\_\_ shall pay to \_\_\_\_\_ the sum of \$\_\_\_\_\_ per month as child support for the child(ren) and continuing monthly thereafter until the last day of the month in a/the child graduates from high school, attains the age of 19, dies, marries or otherwise becomes emancipated, whichever event shall first occur, but in no event past age 19.

At such time as only \_\_\_ child(ren) is/are eligible for support, \_\_\_\_\_ shall pay to \_\_\_\_\_ the sum of \$\_\_\_\_\_ per month as child support for the child(ren) and continuing monthly thereafter until the last day of the month in a/the child graduates from high school, attains the age of 19, dies, marries or otherwise becomes emancipated, whichever event shall first occur, but in no event past age 19.

**6. Child(ren)'s Expenses (Shared Care Only).** Each party shall provide food, clothing and shelter for the child(ren) during his or her time with the child(ren). In addition, each party shall pay 50% of the following expenses for the child: daycare, before and/or after school care, school registration, school lunches, agreed upon extracurricular activities, any other agreed upon expenses (not including medical expenses discussed further below). Any single expense in excess of \$\_\_\_\_\_ shall require advance approval of the other parent for reimbursement to then be required thereafter.

**7. Medical Support.**

\_\_\_\_\_ shall provide medical insurance for the child(ren) so long as such child(ren) is/are eligible for child support and so long as it is available to said parent through his/her employer at "reasonable cost" as such term is defined by the Iowa Child Support Guidelines. If one party has primary physical care of the child(ren), such parent shall pay the first \$250 per child per calendar year for any uncovered medical expenses. Thereafter, \_\_\_\_\_ shall pay \_\_\_\_\_% and \_\_\_\_\_ shall pay \_\_\_\_\_% of the cost of any uncovered medical expenses for the child(ren) so long as such child(ren) is/are eligible for child support. If the parties have shared physical care of the child(ren), the parties shall immediately divide the child(ren)'s uncovered medical expenses according to the percentages stated above.

**OR**

Neither party currently has health insurance available to him or her through an employer at "reasonable cost" as such term is defined by the Iowa Child Support

Guidelines. Thus, \_\_\_\_\_ shall ensure the child(ren) is/are covered by Title 19, Hawk-I, or some other public or government subsidized health insurance program until such time as either party is able to provide health insurance through an employer at “reasonable cost.” In addition to the payment of child support, the party who pays such support shall also pay cash medical support in the amount of \$\_\_\_\_\_ per month. If one party has primary physical care of the child(ren), such parent shall pay the first \$250 per child per calendar year for any uncovered medical expenses. Thereafter, \_\_\_\_\_ shall pay \_\_\_\_\_% and \_\_\_\_\_ shall pay \_\_\_\_\_% of the cost of any uncovered medical expenses for the child(ren) so long as such child(ren) is/are eligible for child support. If the parties have shared physical care of the child(ren), the parties shall immediately divide the child(ren)’s uncovered medical expenses according to the percentages stated above.

**8. Child Tax Credit(s).** The following charts designates which parent is allowed to claim child tax credit(s) for the child(ren) on such parent’s federal and state income taxes each year:

<u>Child Name</u>	<u>Odd Tax Years</u>	<u>Even Tax Years</u>

The parent who pays child support must be current on his or her entire child support obligation within 30 days of the end of the applicable tax years to be able to claim the child tax credit(s) set forth above.

**9. Disestablishment of Paternity.** The parties agree that \_\_\_\_\_ is NOT the biological or legal father of the following minor child(ren) who was born or conceived during the parties’ marriage:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**10. Real Estate.** One or both of the parties is/are the titleholder(s) of real estate located at (address:) \_\_\_\_\_  
 \_\_\_\_\_. Such property is awarded to \_\_\_\_\_. In the event the other party is on the promissory note for the existing mortgage on such property, \_\_\_\_\_ shall refinance such debt within \_\_\_\_\_ days of the parties' divorce being final. In the event the party awarded the property is unable to refinance within said time frame, the property shall be immediately listed for sale and sold as soon as possible so as to remove the other party from any further liability for the debts thereon. The party awarded the property shall be entitled to the proceeds of sale.

**11. Assets.** Each party is awarded the following assets, including but not limited to vehicles, retirement accounts, bank accounts, and other personal property:

<u>Party 1</u>	<u>Party 2</u>

**12. Debts.** Each party is assigned the following personal debts:

<u>Party 1</u>	<u>Party 2</u>





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\*\*There is no guarantee the court will grant a Motion to Waive the 90 day waiting period. Please discuss this with your Law Shop Attorney. There is an additional cost for the preparation and filing of such Motion and Proposed Order to waive the 90 day waiting period as well (see Service Agreement).

# Parenting Schedule

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday



IN THE IOWA DISTRICT COURT FOR DALLAS COUNTY  
In re Marriage of Jane Doe and John Doe

Upon the Petition of  JANE DOE, Petitioner,  And Concerning  JOHN DOE, Respondent.	CASE NO. CDDM12345678  <b>NOTICE OF LIMITED APPEARANCE PURSUANT TO IOWA RULE OF CIVIL PROCEDURE 1.404(3)</b>
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COMES NOW the undersigned attorney, pursuant to Iowa Rule of Civil Procedure 1.404(3), and hereby enters her Limited Appearance on behalf of the Respondent, John Doe, for the sole and exclusive purpose of providing limited representation to said individual in an action for dissolution of marriage pursuant to the terms of a Limited Scope Legal Services Agreement entered into between the Respondent and the undersigned attorney on September 7, 2019. Said Agreement retains the undersigned attorney for preparation and filing of all documents required for completion of a dissolution of marriage, but excludes all other services such as negotiation, mediation, formal discovery, court hearings, trial preparation, trial, or preparation of qualified domestic relations order(s). I am filing and serving this Notice prior to, or simultaneously with, the proceedings or matters set forth herein. Service may be made upon me only about the specific proceedings set forth herein. In the event the Respondent and the undersigned attorney later enter into a new agreement for additional legal services, a new limited or general appearance will be filed herein accordingly.

Respectfully submitted,

*/s/ AJ Skogerson*

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AJ Skogerson, PIN # AT0003683  
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LIMITED SCOPE ATTORNEY FOR RESPONDENT



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## **INSTRUCTIONS FOR ACCEPTANCE OF SERVICE**

Enclosed are documents that have now been filed with the court and need to be served on the other party to your case. The other party can accept service voluntarily, but if you are not comfortable giving the enclosed documents to the other party yourself, just let us know. We can either email the other party directly or send things to the other party by regular mail. Asking the other party to voluntarily accept service tends to make the legal process start off in a much friendlier manner, which is why we typically go this route if possible. However, we can formally serve the other party via law enforcement or a private process server if needed.

In the event you are comfortable giving documents to the other party yourself, enclosed are the following items that need to be promptly provided to other party:

- Original Notice
- Petition (for Dissolution of Marriage; to Establish Paternity; or to Modify Decree)
- Family Law Case Requirements Order
- Affidavit re: Acceptance of Service

The Affidavit re: Acceptance of Service must be signed by the other party in front of a notary public and then returned to our office so we can file it with the court. If your case involves dissolution of marriage, the filing of this affidavit begins the mandatory 90-day waiting period.

The affidavit is merely the other party's acknowledgment that he or she received the three preceding documents we are required to serve on him or her. If the other party (or his or her attorney) is willing to sign the affidavit with a notary and return it to us voluntarily, we can avoid having to formally serve the other party via law enforcement or a private process server. These documents do not commit either party to agreements on any issues in your case. Working toward resolution of the issues in your case comes at a later date. We will provide further guidance as we continue to move through the legal process.

Do not hesitate to contact our office should have any questions or concerns in relation to these instructions. Thank you! 😊

IN THE IOWA DISTRICT COURT FOR \_\_\_\_ COUNTY  
In re Marriage of \_\_\_\_\_ and \_\_\_\_\_

<p>Upon the Petition of  _____, Petitioner,  And Concerning  _____, Respondent.</p>	<p>CASE NO. _____</p> <p><b>STIPULATION TO ESTIMATED AFFIDAVIT OF FINANCIAL STATUS AND CHILD SUPPORT GUIDELINE WORKSHEET</b></p>
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STATE OF IOWA, \_\_\_\_\_ COUNTY, ss:

I, \_\_\_\_\_, the Petitioner/Respondent in the above entitled matter, have read and reviewed the \_\_\_\_\_'s Estimated Affidavit of Financial Status ("Affidavit") showing our estimated income, expenses, assets and liabilities as of \_\_\_\_\_, 20\_\_\_\_, as well as \_\_\_\_\_'s Child Support Guidelines Worksheet ("Worksheet"). I do hereby state and depose that the information set forth on said Affidavit and Worksheet is true and correct as I verily believe.

\_\_\_\_\_  
\_\_\_\_\_, Petitioner/Respondent

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_, to me known to be the same and identical person named in and who executed the foregoing record, and acknowledged that (s)he executed the same as his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

IN THE IOWA DISTRICT COURT FOR DALLAS COUNTY  
In re Marriage of Jane Doe and John Doe

<p>Upon the Petition of</p> <p>JANE DOE, Petitioner,</p> <p>And Concerning</p> <p>JOHN DOE, Respondent.</p>	<p>CASE NO. CDDM12345678</p> <p><b>NOTICE OF COMPLETION OF LIMITED APPEARANCE PURSUANT TO IOWA RULE OF CIVIL PROCEDURE 1.404(4)</b></p>
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COMES NOW the undersigned attorney, pursuant to Iowa Rule of Civil Procedure 1.404(4), and hereby enters this Notice of Completion of Limited Appearance in the above captioned matter. The undersigned attorney was retained by the Respondent to perform a limited service. Such limited service has now been completed. A copy of this notice has been provided to the Respondent, whose contact information is set forth in the protected information disclosure form previously filed herein. If this matter has not been fully concluded, the undersigned attorney has directed the Respondent to Iowa Judicial Branch website instructions for obtaining an Electronic Data Management System (EDMS) account so as to ensure notice of and access to all court filings in the above captioned matter via the Respondent's own EDMS account.

Respectfully submitted,

*/s/ AJ Skogerson*

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Web: www.lawshop.net

[Date]

[Name]  
[Street Address]  
[City, State, Zip]

Re: [In re Marriage of \_\_\_\_, \_\_\_\_ County, Case No. \_\_\_\_]

Dear [Name],

This is to confirm that all services for which our office was retained to represent or assist you in the above referenced matter have been completed. Accordingly, our representation of you in such matter is now concluded. We wish to take this opportunity to thank you for allowing us to represent you. It has been our pleasure and we look forward to working with you again in the future should the need ever arise. While our work is complete, be sure you still consider and take care of the following (if applicable):

- **Child Support.** If your case involved the payment or receipt of child support, you must keep your mailing address and employer information up to date with the court. If you would like assistance with notifying the court of a change, give us a call.
- **Estate Planning.** Your dissolution decree will not change the terms of an existing will, power of attorney or other estate planning document. Therefore we strongly recommend you have such items promptly reviewed and revised if needed. If you would like assistance with creating or revising your will and/or other estate planning documents, our office provides basic estate planning services and would be happy to work with you on such matters.
- **Beneficiaries.** Unless otherwise directed by your final decree, you should promptly update your beneficiary designations on any life insurance policies, retirement accounts, and/or pension plans.
- **Division of Retirement Account or Pension Plan.** If your final stipulation includes an award to you of part or all of your former's spouse's retirement account or pension plan via a qualified domestic relations order (QDRO), you should receive notice from the administrator of the account or plan once the administrator has received and processed the QDRO. You should then work with the administrator in establishing your own new account or rolling the amount awarded to you into an existing account or plan of a similar nature (if applicable and allowed).

- **Name Change.** If your last name was changed as part of your final decree, you must obtain a certified copy of your final decree from the clerk of court (typically costs about \$20), which you can then use to change your name on your driver's license, social security card, passport, accounts, etc.
- **Document Retention.** We have or will return any original documents you provided during your case to you (unless you advised us to destroy those documents). If you desire copies of any documents from your file, please communicate that to us. Since we are a paperless office, our office policy is to store your file electronically for six years after the file has been closed. You will receive no further notification prior to deletion.

We take pride in the quality of the work we perform. We hope our services were concluded to your satisfaction and that you found such services to be exemplary. Again, thank you for allowing us to represent you with this matter. If we can be of further assistance on this or any other matter, please don't hesitate to let us know.

Sincerely,  
*AJ & Andi*



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Hello again!

We hope you and yours are doing well! We are writing to ask if you might be willing to share in few brief sentences your experience (a/k/a “story”) of working with The Law Shop. We make this request to you as our former client for marketing purposes such as our use on our website, brochures and other materials. If you are comfortable sharing a few lines with us, we would also love to have a photo of you with your family to go along with your story. We love REAL family photos, so the picture can be totally informal, funny, professional, candid, even a selfie - whatever photo you love of you and your family. We do not include last names of clients on our website or in any of our other marketing materials so as to provide some level of privacy protection.

***If you are willing to provide your story of working with The Law Shop, please email that story (a few sentences is plenty) to [dee@lawshop.net](mailto:dee@lawshop.net) in response to this letter. If you are also willing to provide a photo, we appreciate you sending that to us by email as well. Please be aware that by providing your story and photo, you are authorizing use of one or both of such items on our firm website and/or in other marketing materials of The Law Shop by Skogerson McGinn LLC. We thoroughly enjoyed working with you and we hope you had an overall positive experience working with us as well. ☺***

If you would prefer not to provide anything, we completely understand. The vast majority of our business comes from word of mouth by satisfied clients, which is why we ask for your help when your case is done, but we certainly understand either way as to whether or not you are willing to participate. In any event, thank you for your business, hope you are well, and please don't be a stranger!!

Sincerely,  
AJ & Andi



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### **Frequently Asked Questions About Unbundled Legal Services a/k/a Limited Scope Representation (“LSR”)**

The following information is provided to assist in understanding Unbundled Legal Services a/k/a Limited Scope Representation (“LSR”) within the State of Iowa. If you have any questions or concerns after reading this information please contact your attorney.

**What is a LSR?** LSR is when an attorney and a client agree that the attorney will perform some, but not all, aspects of the client’s legal matter.

**What is different about hiring an attorney for LSR?** Rather than hiring an attorney on an open-ended basis to handle all aspects of your case at an unknown total cost, you can hire an attorney on an hourly basis to represent you for a certain time frame or for specific tasks. Alternatively, you can pay a flat fee for individual legal services tailored to fit your specific need(s). You must give “informed consent” for LSR, which means that you and your LSR attorney must agree in advance on the specific legal services the attorney will provide and on what terms those services will be provided. You will be responsible for handling any and all parts of your case not covered by the LSR agreement between you and the attorney. You will also be required to pay in advance for the time and/or tasks covered by your LSR agreement.

**Is the attorney’s professional responsibility different when hired for LSR?** The specific tasks performed by an attorney pursuant to an LSR agreement must still meet the requirements of Iowa law for such tasks, including the Iowa Code, the Iowa Rules of Civil Procedure, the Iowa Rules of Professional Conduct, and other relevant legal authorities.

**How will I know what I need to do in my case if I hire an attorney for LSR only?** If you and an attorney agree upon LSR services only, you are responsible for determining what else is needed to complete your case and comply with applicable legal requirements. For divorce and child support cases, the Iowa Supreme Court provides and requires the use of pro se litigant (self-representation) instructions and forms that are available at: [www.iowacourts.gov](http://www.iowacourts.gov). However, your LSR attorney may also offer additional LSR services at hourly or flat fee rates such as case road mapping, coaching, general advising or document preparation that may be helpful to you in navigating the legal process and issues for your particular case. If you have concerns about whether your LSR agreement covers what is needed for your case, talk with your LSR attorney about changing or increasing the scope of representation or about obtaining a referral for additional legal services.

**Am I assuming more risk when I agree that I will do some of the work involved?** With respect to any tasks not covered by your LSR agreement, you are responsible for performing those tasks in an accurate and timely manner. Therefore, the risk is yours for any consequences that may result from your failure to complete the tasks for which you are responsible as required by Iowa law and/or the court.

**When does LSR end?** Once the goal of the LSR agreement has been achieved, the LSR attorney has the right to immediately terminate the representation. If the LSR attorney has filed any documents for you with the court, the attorney will file a notice with the court, notifying the court that the LSR has been completed pursuant to the LSR agreement. In such situation, the LSR attorney does not need the permission of a judge to withdraw once the tasks covered by the LSR agreement have been concluded. If the attorney has not filed anything with the court for you because filings were not required by the LSR agreement, the representation is simply concluded once the services covered by the agreement have been completed.



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**ATTORNEY CONFLICT WAIVER FOR SPOUSAL EDUCATION  
REGARDING LEGAL PROCESS AND UNBUNDLED LEGAL SERVICES**

Type of Legal Matter: \_\_\_\_\_

We, the undersigned, do hereby state and depose as follows:

1. On the date set forth below, we are meeting together with attorney \_\_\_\_\_ (“Attorney”) of \_\_\_\_\_, to obtain education and information about legal process and unbundled legal services. As of this date, Attorney has not been retained to represent either of us.

2. Each of us agree that regardless of whether or not Attorney has been or is later retained by one of us, Attorney may meet with both of us for the sole purpose of providing education and information regarding legal process and unbundled legal services. Subject to paragraph 3 below, we understand and acknowledge that during this educational session Attorney will not provide legal advice to or have a confidential relationship with either of us in relation to our legal matter.

3. We have each been advised of our rights to counsel of our choice and we know we may each choose counsel other than Attorney. We also understand, acknowledge and agree that Attorney may be retained by one of us to represent such individual in the legal action for which we are obtaining education on legal process and unbundled legal services. Neither of us will thereafter allege such representation involves a conflict of interest since the purpose of Attorney’s meeting with us on this date is for education and information purposes only in relation to legal process unbundled legal services.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

*Retaining or Contracting With Other Lawyers*

[6] Before a lawyer retains or contracts with other lawyers outside the lawyer's own firm to provide or assist in the provision of legal services to a client, the lawyer should ordinarily obtain informed consent from the client and must reasonably believe that the other lawyers' services will contribute to the competent and ethical representation of the client. *See also* rules 32:1.2 (allocation of authority), 32:1.4 (communication with client), 32:1.5(3) (fee sharing), 32:1.6 (confidentiality), and 32:5.5(a) (unauthorized practice of law). The reasonableness of the decision to retain or contract with other lawyers outside the lawyer's own firm will depend upon the circumstances, including the education, experience, and reputation of the nonfirm lawyers; the nature of the services assigned to the nonfirm lawyers; and the legal protections, professional conduct rules, and ethical environments of the jurisdictions in which the services will be performed, particularly relating to confidential information.

[7] When lawyers from more than one law firm are providing legal services to the client on a particular matter, the lawyers ordinarily should consult with each other and the client about the scope of their respective representations and the allocation of responsibility among them. *See* rule 32:1.2. When making allocations of responsibility in a matter pending before a tribunal, lawyers and parties may have additional obligations that are a matter of law beyond the scope of these rules.

*Maintaining Competence*

[8] To maintain the requisite knowledge and skill, a lawyer should keep abreast of changes in the law and its practice, including the benefits and risks associated with relevant technology, engage in continuing study and education, and comply with all continuing legal education requirements to which the lawyer is subject.

[Court Order April 20, 2005, effective July 1, 2005; October 15, 2015]

**Rule 32:1.2: SCOPE OF REPRESENTATION AND ALLOCATION OF AUTHORITY BETWEEN CLIENT AND LAWYER**

**(a) Subject to paragraphs (c) and (d), a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by rule 32:1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial, and whether the client will testify.**

**(b) A lawyer's representation of a client, including representation by appointment, does not constitute an endorsement of the client's political, economic, social, or moral views or activities.**

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

**(1) The client's informed consent must be confirmed in writing unless:**

**(i) the representation of the client consists solely of telephone consultation;**

**(ii) the representation is provided by a lawyer employed by a nonprofit legal services program or participating in a nonprofit or court-annexed legal services program and the lawyer's representation consists solely of providing information and advice or the preparation of court-approved legal forms; or**

**(iii) the court appoints the attorney for a limited purpose that is set forth in the appointment order.**

**(2) If the client gives informed consent in a writing signed by the client, there shall be a presumption that:**

**(i) the representation is limited to the attorney and the services described in the writing; and**

**(ii) the attorney does not represent the client generally or in any matters other than those identified in the writing.**

**(d) A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent, but a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning, or application of the law.**

**Comment***Allocation of Authority between Client and Lawyer*

[1] Paragraph (a) confers upon the client the ultimate authority to determine the purposes to be served by legal representation, within the limits imposed by law and the lawyer's professional obligations. The decisions specified in paragraph (a), such as whether to settle a civil matter, must also be made by the client. See rule 32:1.4(a)(1) for the lawyer's duty to communicate with the client about such decisions. With respect to the means by which the client's objectives are to be pursued, the lawyer shall consult with the client as required by rule 32:1.4(a)(2) and may take such action as is impliedly authorized to carry out the representation.

[2] On occasion, however, a lawyer and a client may disagree about the means to be used to accomplish the client's objectives. Clients normally defer to the special knowledge and skill of their lawyer with respect to the means to be used to accomplish their objectives, particularly with respect to technical, legal, and tactical matters. Conversely, lawyers usually defer to the client regarding such questions as the expense to be incurred and concern for third persons who might be adversely affected. Because of the varied nature of the matters about which a lawyer and client might disagree and because the actions in question may implicate the interests of a tribunal or other persons, this rule does not prescribe how such disagreements are to be resolved. Other law, however, may be applicable and should be consulted by the lawyer. The lawyer should also consult with the client and seek a mutually acceptable resolution of the disagreement. If such efforts are unavailing and the lawyer has a fundamental disagreement with the client, the lawyer may withdraw from the representation. See rule 32:1.16(b)(4). Conversely, the client may resolve the disagreement by discharging the lawyer. See rule 32:1.16(a)(3).

[3] At the outset of a representation, the client may authorize the lawyer to take specific action on the client's behalf without further consultation. Absent a material change in circumstances and subject to rule 32:1.4, a lawyer may rely on such an advance authorization. The client may, however, revoke such authority at any time.

[4] In a case in which the client appears to be suffering diminished capacity, the lawyer's duty to abide by the client's decisions is to be guided by reference to rule 32:1.14.

*Independence from Client's Views or Activities*

[5] Legal representation should not be denied to people who are unable to afford legal services, or whose cause is controversial or the subject of popular disapproval. By the same token, representing a client does not constitute approval of the client's views or activities.

*Agreements Limiting Scope of Representation*

[6] The scope of services to be provided by a lawyer may be limited by agreement with the client or by the terms under which the lawyer's services are made available to the client. When a lawyer has been retained by an insurer to represent an insured, for example, the representation may be limited to matters related to the insurance coverage. A limited representation may be appropriate because the client has limited objectives for the representation. In addition, the terms upon which representation is undertaken may exclude specific means that might otherwise be used to accomplish the client's objectives. Such limitations may exclude actions that the client thinks are too costly or that the lawyer regards as repugnant or imprudent.

[7] 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 preparation reasonably necessary for the representation.

See rule 32:1.1.

[8] All agreements concerning a lawyer's representation of a client must accord with the Iowa Rules of Professional Conduct and other law. See, e.g., rules 32:1.1, 32:1.8, and 32:5.6.

*Criminal, Fraudulent, and Prohibited Transactions*

[9] Paragraph (d) prohibits a lawyer from knowingly counseling or assisting a client to commit a crime or fraud. This prohibition, however, does not preclude the lawyer from giving an honest opinion about the actual consequences that appear likely to result from a client's conduct. Nor does the fact that a client uses advice in a course of action that is criminal or fraudulent of itself make a lawyer a party to the course of action. There is a critical distinction between presenting an analysis of legal aspects of questionable conduct and recommending the means by which a crime or fraud might be committed with impunity.

[10] When the client's course of action has already begun and is continuing, the lawyer's responsibility is especially delicate. The lawyer is required to avoid assisting the client, for example, by drafting or delivering documents that the lawyer knows are fraudulent or by suggesting how the wrongdoing might be concealed. A lawyer may not continue assisting a client in conduct that the lawyer originally supposed was legally proper but then discovers is criminal or fraudulent. The lawyer must, therefore, withdraw from the representation of the client in the matter. See rule 32:1.16(a). In some cases, withdrawal alone might be insufficient. It may be necessary for the lawyer to give notice of the fact of withdrawal and to disaffirm any opinion, document, affirmation, or the like. See rule 32:4.1.

[11] Where the client is a fiduciary, the lawyer may be charged with special obligations in dealings with a beneficiary.

[12] Paragraph (d) applies whether or not the defrauded party is a party to the transaction. Hence, a lawyer must not participate in a transaction to effectuate criminal or fraudulent avoidance of tax liability. Paragraph (d) does not preclude undertaking a criminal defense incident to a general retainer for legal services to a lawful enterprise. The last clause of paragraph (d) recognizes that determining the validity or interpretation of a statute or regulation may require a course of action involving disobedience of the statute or regulation or of the interpretation placed upon it by governmental authorities.

[13] If a lawyer comes to know or reasonably should know that a client expects assistance not permitted by the Iowa Rules of Professional Conduct or other law or if the lawyer intends to act contrary to the client's instructions, the lawyer must consult with the client regarding the limitations on the lawyer's conduct. See rule 32:1.4(a)(5).

[Court Order April 20, 2005, effective July 1, 2005; March 12, 2007]

**Rule 32:1.3: DILIGENCE**

**A lawyer shall act with reasonable diligence and promptness in representing a client.**

**Comment**

[1] A lawyer should pursue a matter on behalf of a client despite opposition, obstruction, or personal inconvenience to the lawyer, and take whatever lawful and ethical measures are required to vindicate a client's cause or endeavor. A lawyer must also act with commitment and dedication to the interests of the client and with zeal in advocacy upon the client's behalf. A lawyer is not bound, however, to press for every advantage that might be realized for a client. For example, a lawyer may have authority to exercise professional discretion in determining the means by which a matter should be pursued. See rule 32:1.2. The lawyer's duty to act with reasonable diligence does not require the use of offensive tactics or preclude the treating of all persons involved in the legal process with courtesy and respect. See Iowa Ct. R. ch. 33.

[2] A lawyer's work load must be controlled so that each matter can be handled competently.

[3] Perhaps no professional shortcoming is more widely resented than procrastination. A client's interests often can be adversely affected by the passage of time or the change of conditions; in extreme instances, as when a lawyer overlooks a statute of limitations, the client's legal position may be destroyed. Even when the client's interests are not affected in substance, however, unreasonable delay can cause a client needless anxiety and undermine confidence in the lawyer's trustworthiness.



be set forth in the original pleading, the amendment relates back to the date of the original pleading. An amendment changing the party against whom a claim is asserted relates back if the foregoing provision is satisfied and, within the period provided by law for commencing the action against the party, the party to be brought in by amendment has received such notice of the institution of the action that the party will not be prejudiced in maintaining a defense on the merits, and knew or should have known that, but for a mistake concerning the identity of the proper party, the action would have been brought against the party.

[Report October 31, 1997, effective January 24, 1998; November 9, 2001, effective February 15, 2002]

**Rule 1.403 Claims for relief.**

**1.403(1) Generally.** A pleading which sets forth a claim for relief, whether an original claim, counterclaim, cross-claim, or cross-petition, shall contain a short and plain statement of the claim showing that the pleader is entitled to relief and a demand for judgment for the type of relief sought. Relief in the alternative or of several different types may be demanded. Except in small claims and cases involving only liquidated damages, a pleading shall not state the specific amount of money damages sought but shall state whether the amount of damages meets applicable jurisdictional requirements for the amount in controversy. The specific amount and elements of monetary damages sought may be obtained through discovery.

**1.403(2) Petition.** The petition shall state whether it is at law or in equity.

[Report October 31, 1997, effective January 24, 1998; November 9, 2001, effective February 15, 2002]

**Rule 1.404 Appearances.**

**1.404(1) By attorney.** An attorney making an appearance shall, either by filing written appearance or by signature to the first pleading or motion filed by the attorney, clearly indicate the attorney or attorneys in charge of the case and shall not sign in the name of the firm only. Such appearance shall entitle the attorney to service as provided in rule 1.442.

**1.404(2) Appearance alone.** The court shall have no power to treat an appearance as sufficient to delay or prevent a default or any other order which would be made in absence thereof, or of timely pleading. Notice and opportunity to respond to any motion for judgment under rule 1.973(2) shall be given to any party who has appeared.

**1.404(3) Limited appearance.** Pursuant to Iowa R. Prof'l Conduct 32:1.2(c), an attorney's role may be limited to one or more individual proceedings in the action, if specifically stated in a notice of limited appearance filed and served prior to or simultaneously with the proceeding. If the attorney appears at a hearing on behalf of a client pursuant to a limited representation agreement, the attorney shall notify the court of that limitation at the beginning of that hearing.

**1.404(4) Termination of limited appearance.** At the conclusion of a proceeding in which an attorney has appeared pursuant to a limited representation agreement, the attorney's role terminates without the necessity of leave of court upon the attorney's filing a notice of completion of limited appearance. The notice of completion of limited appearance shall state that the attorney was retained to perform a limited service; shall describe the limited service; shall state that the service has been completed; and shall include the personal identification number, address, telephone number and, if available, facsimile transmission number of the client. The attorney shall serve a copy of the notice on the client and all other parties to the action or their attorneys.

[Report October 31, 1997, effective January 24, 1998; November 9, 2001, effective February 15, 2002; March 12, 2007, effective May 15, 2007]

**Rule 1.405 Answer.**

**1.405(1) Generally.** The answer shall show on whose behalf it is filed, and specifically admit or deny each allegation or paragraph of the pleading to which it responds, which denial may be for lack of information. It must state any additional facts deemed to show a defense. It may raise points of law appearing on the face of the pleading to which it responds. It may contain a counterclaim which must be in a separate division.

**1.405(2) Answers for ward.** All answers by conservators, guardians or guardians ad litem, or filed under rule 1.212, shall state whether proper service has been had on the ward; and they shall deny all material allegations prejudicial to the ward.

**1.405(3) What admitted.** Every fact pleaded and not denied in a subsequent pleading as permitted by these rules shall be deemed admitted except for any of the following:

- a. Allegations of value or amount of damage.

**1.421(4)** If a pre-answer motion does not contain any matter specified in rule 1.421(1) or 1.421(2) that matter shall be deemed waived, except lack of jurisdiction of the subject matter or failure to state a claim upon which relief may be granted.

**1.421(5)** Sufficiency of any defense may be raised by a motion to strike it, filed before pleading to it.

**1.421(6)** Motions under this rule must specify how the pleading they attack is claimed to be insufficient.

[Report October 31, 1997, effective January 24, 1998; November 9, 2001, effective February 15, 2002; September 16, 2004, effective December 1, 2004]

**Rule 1.422 Protected information.** It is the responsibility of counsel and the parties to ensure that protected information is omitted or redacted from documents or exhibits filed with the court. The clerk of court will not review filings to determine whether the required omissions or redactions have been made.

**1.422(1) Omission or redaction required.** In all civil proceedings and special actions a party shall omit or redact protected information from documents and exhibits filed with the court unless the information is material to the proceedings or disclosure is otherwise required by law.

a. “Protected information” includes the following:

- (1) Social security numbers.
- (2) Financial account numbers.
- (3) Personal identification numbers.
- (4) Other unique identifiers.

b. If a social security number must be included in a document only the last four digits of that number should be used. If financial account numbers must be included only incomplete numbers should be recited in the document.

c. Parties are not required to omit or redact protected information from materials or cases deemed confidential by any statute or rule of the supreme court; however, omission or redaction is required for materials that are initially confidential but which later become public, such as records in dissolution proceedings.

**1.422(2) Omission or redaction allowed.** A party may omit or redact any of the following information from documents and exhibits filed with the court unless the information is material to the proceedings or disclosure is otherwise required by law:

- a. Other personal identifying numbers, such as driver’s license numbers.
- b. Information concerning medical treatment or diagnosis.
- c. Employment history.
- d. Personal financial information.
- e. Proprietary or trade secret information.
- f. Information concerning a person’s cooperation with the government.
- g. Information concerning crime victims.
- h. Sensitive security information.
- i. Home addresses.
- j. Dates of birth.
- k. Names of minor children.

[Report May 31, 2006, effective September 1, 2006; August 28, 2006, effective November 1, 2006]

**Rule 1.423 Limited representation pleadings and papers.**

**1.423(1) Disclosure of limited representation.** Every pleading or paper filed by a pro se party that was prepared with the drafting assistance of an attorney who contracted with the client to limit the scope of representation pursuant to Iowa R. Prof’l Conduct 32:1.2(c) shall state that fact before the signature line at the end of the pleading or paper that was prepared with the attorney’s assistance. The attorney shall advise the client that such pleading or other paper must contain this statement. The pleading or paper shall also include the attorney’s name, personal identification number, address, telephone number and, if available, facsimile transmission number, but shall not be signed by the attorney. If the drafting assistance was provided as part of services offered by a nonprofit legal services organization or a volunteer component of a nonprofit or court-annexed legal services program, the name, address, telephone number and, if available, facsimile transmission number of the program may be included in lieu of the business address, telephone number, and facsimile transmission number of the drafting attorney.

**1.423(2) *Drafting attorney's duty.*** In providing drafting assistance to the pro se party, the attorney shall determine, to the best of the attorney's knowledge, information, and belief, that the pleading or paper is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not filed for any improper purpose, such as to harass or to cause an unnecessary delay or needless increase in the cost of litigation. The attorney providing drafting assistance may rely on the pro se party's representation of facts, unless the attorney has reason to believe that such representation is false or materially insufficient, in which instance the attorney shall make an independent, reasonable inquiry into the facts.

**1.423(3) *Not an appearance by attorney.*** The identification of an attorney who has provided drafting assistance in the preparation of a pleading or paper shall not constitute an entry of appearance by the attorney for purposes of rule 1.404(1) and does not authorize service on the attorney or entitle the attorney to service as provided in rule 1.442.  
[Report March 12, 2007, effective May 15, 2007]

**Rules 1.424 to 1.430** Reserved.

#### C. MOTIONS

##### **Rule 1.431 Motion practice; generally.**

**1.431(1)** A motion is an application made by any party or interested person for an order related to the action. It is not a "pleading" but is subject to the certification requirements of rule 1.413(1).

**1.431(2)** Each motion filed shall be captioned and signed in accordance with rule 1.411 and shall set out the specific points upon which it is based.

**1.431(3)** A concise memorandum brief citing supporting authorities may be served in accordance with rule 1.442(4).

**1.431(4)** Unless otherwise ordered by the court or provided by rule or statute, each party opposing the motion shall file within ten days after a copy of the motion has been served a written resistance to the motion. A concise brief citing supporting authorities may be served in accordance with rule 1.442(4).

**1.431(5)** Within seven days after service of the resistance or before any hearing on the motion, whichever is earlier, the movant may file a reply and serve a concise reply brief in accordance with rule 1.442(4) to assert newly decided authority or to respond to new and unanticipated matters. The reply brief should not reargue points made in the opening brief.

**1.431(6)** Evidence to sustain or resist a motion may be made by affidavit or in any other form to which the parties agree or the court directs. The court may require any affiant to appear for cross-examination.

**1.431(7)** The trial court shall rule on all motions within 30 days after their submission, unless it extends the time for reasons stated of record.

**1.431(8)** The clerk of each court shall maintain a motion calendar on which every motion filed shall be entered. It shall be arranged to show the following:

- a. Docket, page and cause number of action in which filed.
- b. Abbreviated title of the case with surname of the first-named party on each side.
- c. Counsel of record for parties.
- d. Denomination of the motion.
- e. Date filed.
- f. Party by whom filed.
- g. Date entered on calendar.
- h. Date of disposition by ruling, order or otherwise.

Separate motion calendars for law, equity or other divisions may be maintained.

**1.431(9)** The court may deem a motion under these rules submitted without hearing or may schedule a hearing, either in person or by telephone conference call, on the motion. The court shall, upon agreement of the parties, direct that the hearing be held by telephone conference call unless a party notifies the court that oral testimony will be offered. If the hearing is held by telephone conference call, the call shall be arranged and paid for by the party making the motion, unless the parties agree otherwise.

**1.431(10)** Hearings on temporary orders pursuant to Iowa Code sections 598.10 and 600B.40A, whether testimony is taken or not, shall occur in the presence of the parties who have appeared for the