

2021 IACP ANNUAL FORUM

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

WRITTEN MATERIALS

AJ Skogerson & Andrea McGinn
The Law Shop by Skogerson McGinn LLC
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THE LAW SHOP™
BY SKOGERSON
McGINN LLC

**THE LAW SHOP by SKOGERSON MCGINN LLC
BASIC FAMILY LAW CASE OUTLINE**

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



THE LAW SHOP[™]

BY SKOGERSON MCGINN LLC

Amy J. Skogerson / Andrea McGinn
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Tel: 515.996.4045 / Fax: 515.996.4125
Web: www.lawshop.net

PHONE CALL QUESTIONNAIRE

CALLER INFORMATION

Caller Name: _____
Phone: _____
Email: _____
Referred by: _____

OTHER PARTY INFORMATION (IF ANY)

Name: _____
Attorney: _____

CONFLICT OF INFORMATION CHECK

- Caller name check – NO CONFLICTS FOUND
- Other Party name check – NO CONFLICTS FOUND
- NAME(S) FOUND IN DATABASE – DO NOT GO FURTHER. ADVISE CALLER THAT CALL WILL BE RETURNED. SPEAK WITH A TLS ATTORNEY FOR FURTHER INSTRUCTION!!!!**

CASE INFORMATION

Type of Matter: _____
General Story: _____

- Advised of unbundled service options
- Shop Evaluation scheduled
 - Advised of \$50 Shop Evaluation fee due at end of evaluation
 - Advised to bring court documents (if any) to evaluation
- Other service scheduled: _____
 - Advised of service fee(s) due prior to service
 - Advised of documents needed for appointment



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SHOP EVALUATION QUESTIONNAIRE

Prior to meeting with the attorney, please complete the following information to assist us in avoiding a current conflict of interest and in preventing one in the future.

Name: _____

Address: _____

Phone: []: _____

[]: _____

Please check the number at which we can best reach you.

Email: _____

Children (names & ages): _____

Length of marriage: _____

Employment: _____

Referred by: _____

Other Person Information

Name: _____

Address: _____

Phone: []: _____

[]: _____

Please check the number at which we can best reach you.

Email: _____

Employment: _____

Attorney: _____

I understand that there is a \$75 Shop Evaluation fee for review and discussion regarding my personal legal matter with a TLS attorney and that such fee is due and payable in full via cash, check or credit card at the end of my evaluation session.

Signature

Date



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TLS TABLE OF CONTENTS FOR THIS CHAPTER OF YOUR STORY

| <i>Minimum</i> | | | <i>Maximum</i> |
|---|--|---|---|
| Writing Coach | Guest Author | Co-Author | Writing Team |
| <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 |
| | | | |
| Flat Fee | Flat Fee | Hourly | Hourly |
| 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> | OR | OR |
| | | Credit Card | Credit Card |
| | | Pre-Authorization (no retainer) | Pre-Authorization (no retainer) |
| | | \$___/hour | \$___/hour |



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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]



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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/ 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.

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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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: _____



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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? | | |



THE LAW SHOP™

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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 30th 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> |
|----------------|----------------|
| | |
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12. Debts. Each party is assigned the following personal debts:

| <u>Party 1</u> | <u>Party 2</u> |
|----------------|----------------|
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13. **Name Change.** Wife is hereby restored to her maiden name. Accordingly, she shall hereafter be known as “_____.”

14. **Court Costs.** _____ shall pay _____% and _____ shall pay _____% of all court costs associated with this cause of action.

15. **Other Terms.** _____

| | | |
|---|--|--|
| 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:

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

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 NOTICE OF LIMITED APPEARANCE PURSUANT TO IOWA RULE OF CIVIL PROCEDURE 1.404(3) |
|--|--|

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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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 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>NOTICE OF COMPLETION OF LIMITED APPEARANCE PURSUANT TO IOWA RULE OF CIVIL PROCEDURE 1.404(4)</p> |
|---|---|

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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[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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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. 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.