

1 **Rule 1.2. Scope of representation and allocation of authority between client and**
2 **lawyer. Licensed paralegal practitioner notice to be displayed.**

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

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

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

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

22 (e) A licensed paralegal practitioner shall conspicuously display in the licensed
23 paralegal practitioner's office a notice that shall be at least 12 by 20 inches with boldface
24 type or print with each character at least one inch in height and width that contains a
25 statement that the licensed paralegal practitioner is not a lawyer licensed to provide
26 legal services without limitation.

27 **Comment**

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

29 [1] Paragraph (a) confers upon the client the ultimate authority to determine the
30 purposes to be served by legal representation, within the limits imposed by law and the
31 lawyer's professional obligations. The decisions specified in paragraph (a), such as
32 whether to settle a civil matter, must also be made by the client. See [Rule 1.4\(a\)\(1\)](#) for
33 the lawyer's duty to communicate with the client about such decisions. With respect to
34 the means by which the client's objectives are to be pursued, the lawyer shall consult
35 with the client as required by [Rule 1.4\(a\)\(2\)](#) and may take such action as is impliedly
36 authorized to carry out the representation.

37 [2] On occasion, however, a lawyer and a client may disagree about the means to be
38 used to accomplish the client's objectives. Clients normally defer to the special
39 knowledge and skill of their lawyer with respect to the means to be used to accomplish
40 their objectives, particularly with respect to technical, legal and tactical matters.
41 Conversely, lawyers usually defer to the client regarding such questions as the expense
42 to be incurred and concern for third persons who might be adversely affected. Because
43 of the varied nature of the matters about which a lawyer and client might disagree and
44 because the actions in question may implicate the interests of a tribunal or other
45 persons, this Rule does not prescribe how such disagreements are to be resolved. Other
46 law, however, may be applicable and should be consulted by the lawyer. The lawyer
47 should also consult with the client and seek a mutually acceptable resolution of the
48 disagreement. If such efforts are unavailing and the lawyer has a fundamental
49 disagreement with the client, the lawyer may withdraw from the representation.
50 See [Rule 1.16\(b\)\(4\)](#). Conversely, the client may resolve the disagreement by discharging
51 the lawyer. See [Rule 1.16\(a\)\(3\)](#).

52 [3] At the outset of a representation, the client may authorize the lawyer to take
53 specific action on the client's behalf without further consultation. Absent a material
54 change in circumstances and subject to [Rule 1.4](#), a lawyer may rely on such an advance
55 authorization. The client may, however, revoke such authority at any time.

56 [4] In a case in which the client appears to be suffering diminished capacity, the
57 lawyer's duty to abide by the client's decisions is to be guided by reference to [Rule 1.14](#).

58 Independence from Client's Views or Activities

59 [5] Legal representation should not be denied to people who are unable to afford
60 legal services or whose cause is controversial or the subject of popular disapproval. By
61 the same token, representing a client does not constitute approval of the client's views
62 or activities.

63 Agreements Limiting Scope of Representation

64 [6] The scope of services to be provided by a lawyer may be limited by agreement
65 with the client or by the terms under which the lawyer's services are made available to
66 the client. When a lawyer has been retained by an insurer to represent an insured, for
67 example, the representation may be limited to matters related to the insurance coverage.
68 A limited representation may be appropriate because the client has limited objectives
69 for the representation. In addition, the terms upon which representation is undertaken
70 may exclude specific means that might otherwise be used to accomplish the client's
71 objectives. Such limitations may exclude actions that the client thinks are too costly or
72 that the lawyer regards as repugnant or imprudent.

73 [7] Although this Rule affords the lawyer and client substantial latitude to limit the
74 representation, the limitation must be reasonable under the circumstances. If, for
75 example, a client's objective is limited to securing general information about the law the
76 client needs in order to handle a common and typically uncomplicated legal problem,
77 the lawyer and client may agree that the lawyer's services will be limited to a brief
78 telephone consultation. Such a limitation, however, would not be reasonable if the time
79 allotted were not sufficient to yield advice upon which the client could rely. Although
80 an agreement for a limited representation does not exempt a lawyer from the duty to
81 provide competent representation, the limitation is a factor to be considered when
82 determining the legal knowledge, skill, thoroughness and preparation reasonably
83 necessary for the representation. See [Rule 1.1](#).

84 [8] All agreements concerning a lawyer's representation of a client must accord with
85 the Rules of Professional Conduct and other law. See, e.g., [Rules 1.1](#), [1.8](#) and [5.6](#).

86 Criminal, Fraudulent and Prohibited Transactions

87 [9] Paragraph (d) prohibits a lawyer from knowingly counseling or assisting a client
88 to commit a crime or fraud. This prohibition, however, does not preclude the lawyer
89 from giving an honest opinion about the actual consequences that appear likely to result
90 from a client's conduct. Nor does the fact that a client uses advice in a course of action
91 that is criminal or fraudulent of itself make a lawyer a party to the course of action.
92 There is a critical distinction between presenting an analysis of legal aspects of
93 questionable conduct and recommending the means by which a crime or fraud might
94 be committed with impunity.

95 [10] When the client's course of action has already begun and is continuing, the
96 lawyer's responsibility is especially delicate. The lawyer is required to avoid assisting
97 the client, for example, by drafting or delivering documents that the lawyer knows are
98 fraudulent or by suggesting how the wrongdoing might be concealed. A lawyer may
99 not continue assisting a client in conduct that the lawyer originally supposed was
100 legally proper but then discovers is criminal or fraudulent. The lawyer must, therefore,
101 withdraw from the representation of the client in the matter. See [Rule 1.16\(a\)](#). In some
102 cases, withdrawal alone might be insufficient. It may be necessary for the lawyer to give
103 notice of the fact of withdrawal and to disaffirm any opinion, document, affirmation or
104 the like. See [Rule 4.1](#).

105 [11] Where the client is a fiduciary, the lawyer may be charged with special
106 obligations in dealings with a beneficiary.

107 [12] Paragraph (d) applies whether or not the defrauded party is a party to the
108 transaction. Hence, a lawyer must not participate in a transaction to effectuate criminal
109 or fraudulent avoidance of tax liability. Paragraph (d) does not preclude undertaking a
110 criminal defense incident to a general retainer for legal services to a lawful enterprise.
111 The last clause of paragraph (d) recognizes that determining the validity or
112 interpretation of a statute or regulation may require a course of action involving
113 disobedience of the statute or regulation or of the interpretation placed upon it by
114 governmental authorities.

115 [13] If a lawyer comes to know or reasonably should know that a client expects
116 assistance not permitted by the Rules of Professional Conduct or other law or if the
117 lawyer intends to act contrary to the client's instructions, the lawyer must consult with
118 the client regarding the limitations on the lawyer's conduct. See [Rule 1.4\(a\)\(5\)](#).

119 [14] Lawyers are encouraged to advise their clients that their representations are
120 guided by the Utah Standards of Professionalism and Civility and to provide a copy to
121 their clients.

122 [14a] This rule differs from the ABA Model Rule by adding section (e) which
123 requires licensed paralegal practitioners to post a conspicuous notice of their limited
124 licensure status.

125 Effective November 1, 2005