

RULE CHANGE 2025(19)

COLORADO RULES OF PROFESSIONAL CONDUCT

Rule 1.2. Scope of Representation and Allocation of Authority Between Client and Lawyer

(a) to (b) [NO CHANGE]

(c) A lawyer may limit the scope or objectives, or both, of the representation if the limitation is reasonable under the circumstances and the client gives informed consent. ~~A lawyer may provide limited representation to pro se parties as permitted by C.R.C.P. 11(b) and C.R.C.P. 311(b).~~

(d) [NO CHANGE]

COMMENT

[1] to [5] [NO CHANGE]

Agreements Limiting Scope of Representation

[6] The scope or objectives 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~~ Limited representation may be appropriate because the client has limited objectives for ~~the seeking~~ representation. ~~In addition, the terms upon which The limited representation is undertaken may exclude specific means that might otherwise be used to accomplish the client's objectives. Such limitations~~ provided may exclude actions that the client thinks are too costly or that the lawyer regards as repugnant or imprudent.

[6A] Procedural rules addressing a lawyer's limited representation of a client include, but are not limited to, C.R.C.P. 11(b); C.R.C.P. 121, § 1-1(5); C.R.C.P. 311(b); and C.A.R. 5(e).

[7] Although this Rule affords the lawyer and client substantial latitude to limit the scope and objectives of the representation provided to the client, 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 providing advice through 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 1.1.

[8] ~~All agreements~~ Agreements concerning a lawyer's limited representation of a client, like all agreements concerning a lawyer's representation of a client, must accord with the Rules of Professional Conduct and other law. See, e.g., Rules 1.1, 1.5, 1.8, and 5.6.

[9] to [14] [NO CHANGE]

Rule 1.2. Scope of Representation and Allocation of Authority Between Client and Lawyer

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[9] to [14] [NO CHANGE]

Amended and Adopted by the Court, En Banc, October 16, 2025, effective immediately.

By the Court:

**William W. Hood, III
Justice, Colorado Supreme Court**