

UNBUNDLED LEGAL SERVICES



RISK MANAGEMENT PRACTICE GUIDE OF LAWYERS MUTUAL

ABOUT THE AUTHOR

Stephanie L. Kimbro, Esq., M.A., J.D., has been featured in the ABA Journal, Law Practice Magazine, GP/Solo Magazine, Lawyers USA, The Federal Lawyer, National Magazine's Addendum, and NC Lawyers Weekly. She is the winner of the 2009 American Bar Association Keane Award for Excellence in ELawyering.

LAWYERS MUTUAL LIABILITY INSURANCE COMPANY OF NORTH CAROLINA

5020 Weston Parkway, Suite 200, Cary, North Carolina 27513

Post Office Box 1929, Cary, North Carolina 27512-1929

919.677.8900 | 800.662.8843 | 919.677.9641 FAX | www.lawyersmutualinc.com

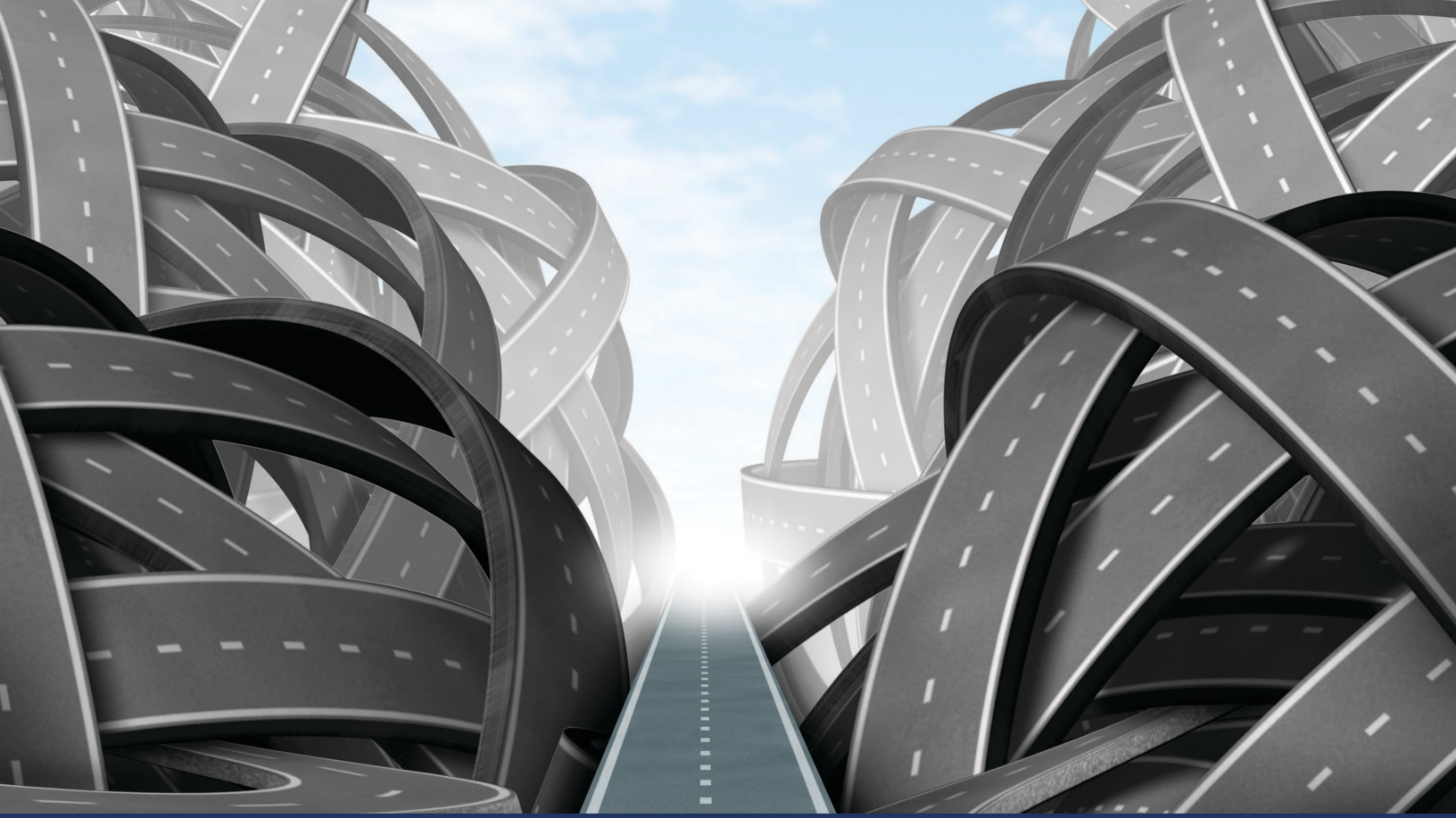
Unbundled Legal Services

RISK MANAGEMENT PRACTICE GUIDE OF LAWYERS MUTUAL

TABLE OF CONTENTS

Introduction	2
Integrating Unbundled Legal Services into Your Practice	4
Best Practices for Unbundling Legal Services	5
Resources for Working With Pro Se Litigants/Unbundling	7
Limited Scope Representation Flow Chart for Attorneys	8
North Carolina Rules of Professional Conduct – Rule 6.5	9
Engagement Letter: Limited Scope	10
Engagement Letter: Terms and Conditions of Use	13

DISCLAIMER: *This document is written for general information only. It presents some considerations that might be helpful in your practice. It is not intended as legal advice or opinion. It is not intended to establish a standard of care for the practice of law. There is no guarantee that following these guidelines will eliminate mistakes. Law offices have different needs and requirements. Individual cases demand individual treatment. Due diligence, reasonableness and discretion are always necessary. Sound risk management is encouraged in all aspects of practice.*



Introduction

Unbundling legal services, also referred to as limited scope legal services or discrete task representation, is the process of taking a client's legal matter and breaking it down into separate tasks. The attorney then provides representation to the client that is only related to one or more of those tasks, but does not provide full legal representation. The client is responsible for tasks necessary to complete his or her legal matter. The practice of delivering unbundled legal services, when appropriate, may benefit both the law practice and its clients. Some unbundled legal services might include the following:

- Providing basic legal advice
- Drafting pleadings, briefs, declarations or orders
- Document review
- Conducting legal research
- Negotiating
- Making limited appearances
- Coaching on strategy or role playing
- Advising on court procedures and courtroom behavior
- Preparing exhibits
- Organizing discovery materials
- Drafting contracts and agreements
- Ghostwriting
- Providing direction to resources such as local and state rules



The attorney then provides representation to the client that is only related to one or more of those tasks, but does not provide full legal representation. The client is responsible for tasks necessary to complete his or her legal matter.

Benefits for the Client

Unbundled legal services contribute to greater access to justice for the general public. Clients who might otherwise attempt to navigate the justice system without the assistance of an attorney will benefit from the guidance provided by limited scope representation. Unbundling legal services often allows the attorney to provide services at a reduced cost. These services are often provided for a fixed fee rather than on the standard billable hour which also may be easier for clients to budget for legal services. Pro se litigants and lower to moderate income members of the public are just a few examples of individuals who may seek out unbundled legal services.

Benefits for the Attorney

The law firm that provides unbundled legal services benefits by adding a new source of revenue from clients specifically seeking out limited scope representation. Many of the procedures for unbundling legal tasks may be streamlined into the firm's workflow so that the attorney is able to more efficiently provide limited representation with prepared instructions and guidance for the client to follow up with completion of the legal matter. In addition to the benefit for the law firm, unbundling helps decrease the administrative burden on our court systems who are overwhelmed with increasing numbers of pro se individuals.

PRACTICE TIP

The practice of delivering unbundled legal services, when appropriate, may benefit both the law practice and its clients

Benefits to Client:

1. Greater access to justice for the general public, especially pro se litigants and lower to moderate income members.
2. Guidance provided by limited scope representation to those who otherwise may try to represent themselves entirely.
3. Reduced cost. Services are often provided for a fixed fee rather than the standard billable hour which may be easier for clients to budget.

Benefits to Attorney:

1. New source of revenue.
2. Many of procedures and tasks can be streamlined into firm's workflow.
3. Decrease the administrative burden on our court systems who are overwhelmed with increasing numbers of pro se individuals.



Unbundled legal services contribute to greater access to justice for the general public. Clients who might otherwise attempt to navigate the justice system without the assistance of an attorney will benefit from the guidance provided by limited scope representation.

Integrating Unbundling Legal Services

Is it Right For Your Firm?

The first step to unbundling legal services is to make the determination of whether the current legal services provided by the firm are appropriate for unbundling. Any limitations on the scope of representation must be reasonable, and the firm's clients may not be able to follow the guidance necessary to complete their legal needs. Therefore, unbundling may not be appropriate for a particular client or practice area.

Consider conducting an analysis of your firm's ability to unbundle legal services by answering the following questions

1. Do the firm's current services have legal matters that may be broken down into separate tasks with a clear structure to the progress of the tasks and case as a whole?
2. If the firm offered unbundled legal services, would the firm's clients have the necessary sophistication to follow the firm's guidance to complete their legal needs pro se?
3. Would the limited scope representation be reasonable in that it would aid the client but not prejudice them as the legal matter progressed? For example, in a complex child support case it may not be in the best interest of the client to have the matter unbundled as it would benefit the client to have continual legal representation for the entirety of the matter. As another example, in criminal defense cases, it might also be in the best interests of the clients to have full-service and continual representation for their case so that as factors in the case change the firm is able to adapt their actions accordingly. If the matter were unbundled the instructions for the client may change as the case proceeds and are not as structured in what is needed.
4. Can the firm add unbundled legal services as additional services to their full-service offerings? For example, a full-service elder law practice may provide unbundled estate planning service to their clients or a full-service family law firm might provide business setup services for clients.
5. Does the firm have procedures in place to ensure that there is sufficient and adequate communication between the firm and limited scope clients? Will there be a responsible member of the firm who will follow up with the limited scope client to see if the final instructions were clear and that the client does not have any concerns in completing the legal matter?

PRACTICE TIP

Unbundling legal services may not be appropriate for certain clients or practice areas.

Questions to ask:

1. Are the current legal services provided by your firm appropriate for unbundling?
2. Would there be reasonable limitations on the scope of representation?
3. Would clients be able to follow the guidance necessary to complete their legal needs?

Best Practices for Unbundling Legal Services

After your firm has decided to offer unbundled legal services, review the following suggestions for best practices for unbundling.

1. Determine on a case by case basis whether the individual client's legal needs may be unbundled or if it requires full-service representation.
2. If the attorney knows that the matter he or she is being requested to unbundle is related to an illegal or fraudulent matter, the limited scope representation must be declined. Declining to unbundle legal services would best be recorded through a written letter to the client from the firm.
3. Ensure that the client has a clear understanding of the value he or she will be receiving through the unbundled services. The client must provide informed consent of the limited scope representation. Provide the client with a detailed engagement letter defining the nature of unbundled services and laying out specifically the scope of the limited representation by listing the tasks that the firm will handle as well as the tasks that the client will be responsible for completing him or herself. Consider drafting a clear checklist for the client that clarifies these responsibilities. The firm may also want to educate the client about the differences in services between the full-service representation in a similar case compared to the unbundled services. This allows the client to make an honest comparison and value judgment before entering into an engagement agreement with the firm for the unbundled services. When the responsibilities change, update the checklist.
4. The client's file should carefully document the guidance that was provided including all checklists and instructions given to the client. Include the specific date when each item was given to the client.
5. Ask thorough questions of the client in order to identify potential collateral issues that the client may not have brought up. Whether asked to or not, the attorney should make the client aware of any potential collateral issues that may come up related to their case after the attorney has completed their representation. This will lessen the risk that the client will come back to the firm later with the claim that the attorney failed to advise on that collateral issue.
6. Structure the unbundled services offerings with clear procedures from the establishment of the relationship with a tailored limited scope services agreement through to the rendering of the final legal services which should include detailed instructions for the client to complete their legal matter. Determine what form of communication will be used between the attorney and the client, whether that is in-person meeting, phone conference and/or electronic communication. Ensure that the client is comfortable with the communication method chosen and any limitations that the attorney needs to make regarding them.

“ Provide the client with a detailed engagement letter defining the nature of unbundled services and laying out specifically the scope of the limited representation by listing the tasks that the firm will handle as well as the tasks that the client will be responsible for completing him or herself. ”

7. If the firm will be authoring a legal document for the client as part of the unbundled services (also termed “ghostwriting”), the firm is not required to disclose to the court or on the face of the document that it has been written by an attorney for the client. See NC Bar 2008 Formal Ethics Opinion 3 “Assisting a Pro Se Litigant”, issued January 23, 2009. However, note that the typical Rules of Professional Conduct apply to the representation including compliance with the prohibition on filing or asserting frivolous pleadings.
8. Maintain competent and diligent representation of the client by taking a close view of the entire case before considering unbundling and working on a portion of the legal matter and then continuing that standard of care until the matter is handed back to the client. Even if you have limited the scope of representation, make the client aware of other issues that may come up and suggest that in event that these issues do come up that the client seek out another attorney to assist them in that matter. Do not attempt to provide unbundled legal services in an area of law in which the firm does not have any experience. The representation, even though limited, must still be competent.
9. Be careful to stick to the tasks that you have agreed will be your scope of representation and do not advice beyond or extend your work into those matters for which you initially agreed would be the client’s responsibility. For example, when providing limited appearances resist temptation to speak outside of the scope of what the attorney had agreed to provide during the appearance, and let the client represent themselves in the portions that they agreed to handle. If the scope of the original limited services agreement changes, you need to discuss this and put it in writing for the client so that this change in the scope of representation is clear.
10. If the law firm follows the above suggestions for unbundling legal services, they will significantly lessen the risk that the client will come back to them with accusations that he or she did not understand the consequences of limited scope representation. When handled responsibly, unbundled legal services provide a valuable solution for the many members of our public who need greater access to justice. It may also be a rewarding form of law practice for the attorney who enjoys working with and educating the more self-motivated clientele.

Practice Tips

1. Determine on a case by case basis whether the individual legal needs may be unbundled.
2. Decline representation if it is related to an illegal or fraudulent matter.
3. Make sure the client has a clear understanding of the value received through the unbundled services and provides informed consent of the limited scope representation.
4. In client’s file carefully document the guidance provided including all checklists and instructions given and specific dates.
5. Ask questions to indentify potential collateral issues.
6. Establish clear procedures including communication procedures.
7. Take a close and thorough view of the entire case before considering unbundling. Do not attempt to provide unbundled legal services in an area of law in which the firm is not experienced.
8. Be careful to stick to the tasks you agreed to in your scope of representation.

Resources for Working with Pro Se Litigants/Unbundling

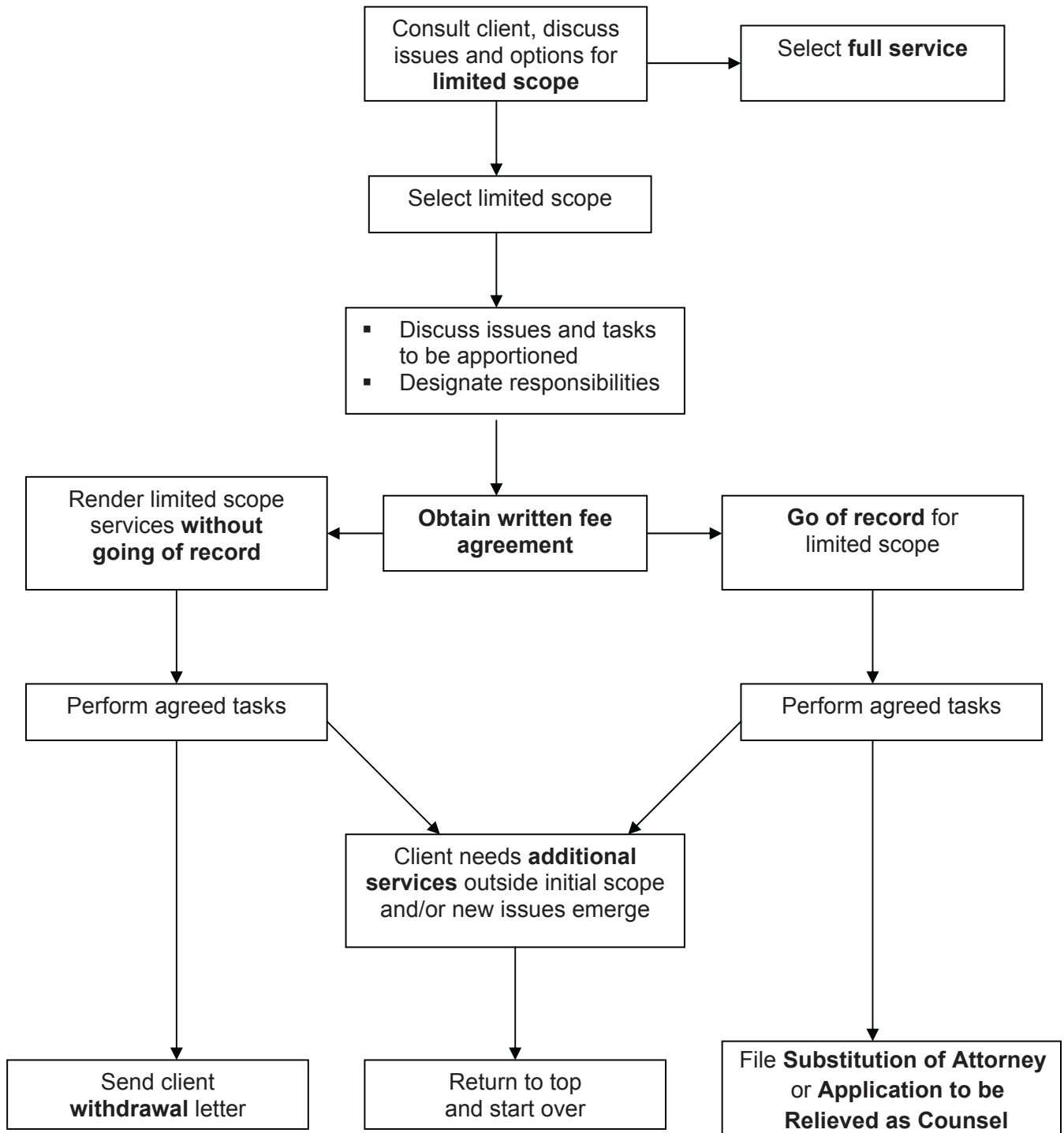
NC State Bar 2008 Formal Ethics Opinion 3, January 23, 2009, *Assisting a Pro Se Litigant*
<http://www.ncbar.gov/ethics/ethics.asp?page=2&keywords=unbundled>

NC State Bar 2005 Formal Ethics Opinion 10, January 20, 2006, *Virtual Law Practice and Unbundled Legal Services*
<http://www.ncbar.gov/ethics/ethics.asp?page=1&keywords=unbundled>

ABA Standing Committee on the Delivery of Legal Services' Pro Se/Unbundling Resources:
<http://www.abanet.org/legalservices/delivery/delunbundbook.html>

The ABA Standing Committee on the Delivery of Legal Services white paper entitled, *An Analysis of Rules that Enable Lawyers to Serve Pro Se Litigants*, November 2009
http://www.abanet.org/legalservices/delivery/downloads/prose_white_paper.pdf

Limited Scope Representative Flow Chart for Attorneys



North Carolina Rules of Professional Conduct – Rule 6.5

Adopted March 1, 2003

Limited Legal Services Programs

- (a) A lawyer who, under the auspices of a program sponsored by a nonprofit organization or court, provides short-term limited legal services to a client without expectation by either the lawyer or the client that the lawyer will provide continuing representation in the matter:
 - (1) is subject to Rules 1.7 and 1.9(a) only if the lawyer knows that the representation of the client involves a conflict of interest; and
 - (2) is subject to Rule 1.10 only if the lawyer knows that another lawyer associated with the lawyer in a law firm is disqualified by Rule 1.7 or 1.9(a) with respect to the matter.
- (b) Except as provided in paragraph (a)(2), Rule 1.10 is inapplicable to a representation governed by this Rule.

Comment

[1] Legal services organizations, courts and various nonprofit organizations have established programs through which lawyers provide short-term limited legal services - such as advice or the completion of legal forms - that will assist persons to address their legal problems without further representation by a lawyer. In these programs, such as legal-advice hotlines, advice-only clinics or pro se counseling programs, a client-lawyer relationship is established, but there is no expectation that the lawyer's representation of the client will continue beyond the limited consultation. Such programs are normally operated under circumstances in which it is not feasible for a lawyer to systematically screen for conflicts of interest as is generally required before undertaking a representation. See, e.g., Rules 1.7, 1.9 and 1.10.

[2] A lawyer who provides short-term limited legal services pursuant to this Rule must secure the client's informed consent to the limited scope of the representation. See Rule 1.2(c). If a short-term limited representation would not be reasonable under the circumstances, the lawyer may offer advice to the client but must also advise the client of the need for further assistance of counsel. Except as provided in this Rule, the Rules of Professional Conduct, including Rules 1.6 and 1.9(c), are applicable to the limited representation.

[3] Because a lawyer who is representing a client in the circumstances addressed by this Rule ordinarily is not able to check systematically for conflicts of interest, paragraph (a) requires compliance with Rules 1.7 or 1.9(a) only if the lawyer knows that the representation presents a conflict of interest for the lawyer, and with Rule 1.10 only if the lawyer knows that another lawyer in the lawyer's firm is disqualified by Rules 1.7 or 1.9(a) in the matter.

[4] Because the limited nature of the services significantly reduces the risk of conflicts of interest with other matters being handled by the lawyer's firm, paragraph (b) provides that Rule 1.10 is inapplicable to a representation governed by this Rule except as provided by paragraph (a)(2). Paragraph (a)(2) requires the participating lawyer to comply with Rule 1.10 when the lawyer knows that the lawyer's firm is disqualified by Rules 1.7 or 1.9(a). By virtue of paragraph (b), however, a lawyer's participation in a short-term limited legal services program will not preclude the lawyer's firm from undertaking or continuing the representation of a client with interests adverse to a client being represented under the program's auspices. Nor will the personal disqualification of a lawyer participating in the program be imputed to other lawyers participating in the program.

[5] If, after commencing a short-term limited representation in accordance with this Rule, a lawyer undertakes to represent the client in the matter on an ongoing basis, Rules 1.7, 1.9(a) and 1.10 become applicable.

Engagement Letter: Limited Scope

This Agreement is made between the Attorney and Client named at the end of this agreement.

1. Nature of Agreement. This Agreement describes the relationship between the Attorney and Client. Specifically, this Agreement defines:

- a. The general nature of Client's case;
- b. The responsibilities and control that Client agrees to retain over the case;
- c. The services that Client seeks from Attorney in his/her capacity as attorney at law;
- d. The limits of Attorney's responsibilities;
- e. Methods to resolve disputes between Attorney and Client; and
- f. The method of payment by Client for services rendered by Attorney.

2. Nature of Case. The Client is requesting services from Attorney in the following matter:

3. Client Responsibilities and Control. The Client intends to handle his/her own case and understands that he/she will remain in control of the case and be responsible for all decisions made in the course of the case. The Client will:

- a. Cooperate with Attorney or Attorney's office by complying with all reasonable requests for information in connection with the matter for which Client is requesting services;
- b. Keep Attorney or Attorney's office advised of Client's concerns and any information that is pertinent to Client's case;
- c. Provide Attorney with copies of all correspondence to and from Client relevant to the case; and
- d. Keep all documents related to the case in a file for review by Attorney.

4. Services Sought by Client. The Client seeks the following services from Attorney (please indicate services sought with check mark):

- ☐ a. Legal advice-office visits, telephone calls, fax, mail, e-mail.
- ☐ b. Advice about availability of alternative means to resolving the dispute, including mediation and arbitration.
- ☐ c. Evaluation of Client's self-diagnosis of the case and advising Client about legal rights.
- ☐ d. Guidance and procedural information for filing or serving documents.
- ☐ e. Review correspondence and court documents.
- ☐ f. Preparation of documents and/or suggestion concerning documents to be prepared.
- ☐ g. Factual investigation: contacting witnesses, public record searches, in-depth interview of Client.
- ☐ h. Legal research and analysis.
- ☐ i. Discovery: interrogatories, depositions, requests for document production.
- ☐ j. Planning for negotiations, including simulated role playing with Client.
- ☐ k. Planning for court appearances made by Client, including simulated role playing with Client.
- ☐ l. Backup and trouble shooting during the trial.
- ☐ m. Referring Client to other counsel, expert, or professional.
- ☐ n. Counseling Client about an appeal.
- ☐ o. Procedural help with an appeal and assisting with substantive legal argumentation in an appeal.
- ☐ p. Preventive planning and/or legal check-ups.
- ☐ q. Other: _____

5. Attorney's Responsibilities. The Attorney shall exercise due professional care and observe strict confidentiality in providing the services identified by a check mark in Paragraph 4 above. In providing those services, Attorney **shall not**:

- a. Represent, speak for, appear for, or sign papers on the Client's behalf.
- b. Provide services in Paragraph 4 that are not identified by a check mark.
- c. Make decisions for Client about any aspect of the case.

6. Method and Payment for Services.

a. *Hourly fee.* The current hourly fee charged by Attorney for services under this agreement is as follows:

Senior Partner: \$ _____

Junior Partner: \$ _____

Associate: \$ _____

Unless a different fee arrangement is specified in clauses (b) or (c) of this Paragraph, the hourly fee shall be payable at the time of the service.

b. *Payment from Retainer.* The Client shall have the option of setting up a deposit fund with Attorney. Services are then paid for from this retainer account as they occur. If a retainer is established under this clause, Attorney shall mail Client a billing statement summarizing the type of services performed, the costs and expenses incurred, and the current balance in the retainer after the appropriate deductions have been made. Client may replenish the retainer or continue to draw the fund down as additional services are delivered. If the retainer becomes depleted, Client shall pay for additional services as provided in clauses (a) or (c) of this Paragraph.

c. *Flat Rate Charges.* The Attorney has the option of agreeing to provide one or more of the services described in Paragraph 4 for a flat rate. Any such agreement shall be set out in writing, dated, signed by both Attorney and Client, and attached to this Agreement.

d. *Attorney Fees.* Should it be necessary to institute any legal action for the enforcement of this Agreement, the prevailing party shall be entitled to receive from the other party all court costs and reasonable attorney fees incurred in that action.

7. Resolving Disputes Between Client and Attorney.

a. *Notice and Negotiation.* If any dispute between Client and Attorney arises under this Agreement, both Attorney and Client agree to meet and confer within ten (10) days of written notice by either Client or Attorney that the dispute exists. The purpose of this meeting and conference will be to negotiate a solution short of further dispute resolution proceedings.

b. *Mediation.* If the dispute is not resolved through negotiation, Client and Attorney shall attempt, within fifteen (15) days of failed negotiations, to agree on a neutral mediator whose role will be to facilitate further negotiations within fifteen (15) days. If Attorney and Client cannot agree on a neutral mediator, they shall request that the [local or state] bar association select a mediator. The mediation shall occur within fifteen (15) days after the mediator is selected. The Attorney and Client shall share the costs of mediation, provided that payment of the costs and any attorney fees may also be mediated.

c. *Arbitration.* If mediation fails to produce a full settlement of the dispute satisfactory to both Client and Attorney, Client and Attorney agree to submit to binding arbitration under the rules of the [governing] bar association. This arbitration must take place within sixty (60) days of the failure of mediation. Costs and attorney fees for arbitration and prior mediation may be awarded to the prevailing party.

8. Amendments and Additional Services. This written Agreement governs the entire relationship between Client and Attorney. All amendments shall be in writing and attached to this Agreement. If Client wishes to **obtain additional services** from Attorney as defined in Paragraph 4, a photocopy of Paragraph 4 that clearly denotes which extra services are to be provided, signed and dated by both Attorney and Client and attached to this Agreement, shall qualify as an amendment.

9. Statement of Client's Understanding. I have carefully read this Agreement and believe that I understand all of its provisions. I signify my agreement with the following statements by initialing each one:

- ☐ I have accurately described the nature of my case in Paragraph 2.
- ☐ I will remain in control of my case and assume responsibility for my case as described in Paragraph 3.
- ☐ The services that I want Attorney to perform in my case are identified by check marks in Paragraph 4. I take responsibility for all other aspects of my case.
- ☐ I accept the limitations on Attorney's responsibilities identified in Paragraph 5.
- ☐ I shall pay Attorney for services rendered as described in Paragraph 6.
- ☐ I will resolve any disputes I have with Attorney under this Agreement in the manner described in Paragraph 7.
- ☐ I understand that any amendments to this Agreement shall be in writing, as described in Paragraph 8.
- ☐ I acknowledge that I have been advised by Attorney that I have the right to consult another independent Attorney to review this Agreement and to advise me on my rights as a Client before I sign this Agreement.

Client

Attorney

Date

Engagement Letter: Terms and Conditions of Use

The Terms and Conditions of Use (“Agreement”) are provided by Kimbro Legal Services, LLC, an online North Carolina law practice established in Wilmington, North Carolina and managed by attorney Stephanie L. Kimbro, a North Carolina Board Licensed, solo practitioner. The Agreement will govern your use of this website, including all content provided on the website and through access to all online services provided by Kimbro Legal Services. The Agreement to provide legal services to you covers the time period from which you accept this Agreement and we have received your payment through our funds transfer service to the time we have provided you with the requested and purchased legal service.

You agree that it remains your responsibility to proceed as a pro se litigant by filing all legal documents and complying with North Carolina state and local legal procedures. By providing you with limited legal services, Kimbro Legal Services has not agreed to attend a hearing or trial on your behalf or provide any legal services extending beyond those services which you have purchased and we have agreed to provide. We only provide limited legal assistance and document preparation and review. After performing the services purchased by you, we have no further obligation to you.

Limitation of Services

While authorities in some jurisdictions may deem this website and this law practice to be an advertisement for legal services in their jurisdiction, our website is not to be considered as a solicitation for legal services related to any other states’ law. This website and this legal practice offer services related to North Carolina law only.

Unlike a geographically located law practice, Kimbro Legal Services will not provide physical legal representation or commence litigation on your behalf. The purpose of Kimbro Legal Services is to provide limited legal advice and general counseling on North Carolina legal matters with prompt service provided in a cost-effective manner. If we determine during our communication with you that your specific legal matter requires the engagement of a full-service law firm, such as in the event that your situation may require the commencement of a formal lawsuit, then we will promptly refer you to a full-service North Carolina law firm in your area or refer you to the North Carolina Bar Association’s Lawyer Referral Service.

Nature of Unbundled Legal Services

Kimbro Legal Services is not a pre-paid legal service; it is an online legal practice where you are charged a one-time fee for limited legal services related to North Carolina law. Kimbro Legal Services provides unbundled legal services. This means that the legal services provided by us only extend to those services of which you have requested and purchased and we have provided. After you have purchased a service and we have agreed to provide it and have completed the work, you cannot expect us to perform in any additional capacity. For example, if we assist you in creating Estate Administration documents, it is not our responsibility to ensure that the forms are properly filed, to attend a hearing or trial on your behalf, or to provide any other legal services related to that matter beyond the original purchased and provided limited legal services. Likewise, after you have paid for the requested services and we have performed them, we will not expect any further payment from you other than payment for the original requested legal services performed by us.

As with any legal service, we cannot guarantee any legal outcome. By purchasing our services, you agree that it remains your responsibility to properly and timely file any legal documents and to comply with North Carolina state and local legal procedures.

Confidentiality - Security - Retainment of Records

Kimbro Legal Services provides limited legal services pertaining to North Carolina law only. The attorney responsible for this site is licensed to practice law only in the State of North Carolina.

In compliance with the professional rules and restrictions of the North Carolina State Bar and the North Carolina Bar Association and for reasons of personal integrity, this practice is bound by stringent professional standards of confidentiality. Any information received by us from our clients is held in strict confidence and is not released to anyone outside of this practice, unless agreed with by you, or as required under applicable law.

An attorney-client relationship with this practice is established only after a specific question has been posed to an attorney at this practice through a prospective client's personal login page and that question has been confirmed as received through a reply communication from an attorney at this practice. Prospective clients should be aware that our duties of confidentiality and the attorney-client privilege may not arise until an attorney has expressly communicated the ability to respond to that prospective client. Once you have provided us with your personal information, we will first run a crosscheck for any possible conflict of interest before accepting representation of your matter. We may decline to provide our services to you if a conflict of interest is discovered.

All our records are securely retained in electronic files, along with secure backups, for the period of years required under North Carolina law.

Articles and Other General Public Information Provided on this Website

Any articles for general knowledge published on this website contain basic information on legal matters and are not meant to provide advice regarding a specific legal problem you may have. We remind you not to rely on this general information without first communicating with us or other legal representation regarding your specific legal situation.

Copyright

Kimbro Legal Services claims copyright protection on all of the content provided in this website. The content from this website may not be reproduced, copied and/or redistributed in any form without the express permission of Kimbro Legal Services. Furthermore, the content from this website cannot be modified nor can it be used for commercial purposes.

Each document posted at this website shall contain the following copyright notice:

Copyright 2006-2007 Kimbro Legal Services, LLC. All rights reserved.

Client Funds

No fee will be charged or obligation incurred by registering on this website.

In most situations, a client's funds will not be transferred to Kimbro Legal

Services until the legal services requested by the client are ready to be accessed and received by the client on their personal login page. Some requested services may require the upfront payment of a retainer fee before Kimbro Legal Services will begin work. After the client's payment of the agreed upon price is confirmed through a Cardholder Information Security Program (CISP) compliant credit card processor, the client will have complete access to the legal advice, documents, research or other services provided by the attorney. If further communication with the attorney is required, the client may

post a separate question regarding the received legal services or request a price quote for additional legal work. Kimbro Legal Services will not pay any court costs associated with your case which may be required as part of a lawsuit, filing fees or service of process fees.

Technology – Security

Kimbrow Legal Services does not rely on email to communicate with clients.

Email as it is commonly sent and received is unencrypted and does not provide a secure means of interacting with our clients. Primary communications are done through this website over Secure HTTP, which provides you with the highest industry standard protection available on the web. All payments are processed by Cardholder Information Security Program (CISP) compliant credit card processors, and no credit card or payment account numbers are stored on our servers. The maintainer of this site has over 7 years experience developing secure web-based applications, from tax filing to background checking software, and uses secure programming techniques and best practices along with continual code auditing to ensure that this site is as secure as possible.

Links and Email Addresses

Links posted on this website to other websites are provided only as a convenience to our clients. We assume no responsibility for the content, security or reliability of any websites to which we have posted links. Spamming, the unsolicited broadcasts of email addresses or links in this website, is prohibited and unauthorized.

Web Tracking - Cookies, Information Collection and Privacy Policy

1. General Site

To view the articles and public documents on this site you do not need to reveal any personal information. This site will present your browser with the option of accepting JavaScript and cookies in order to lay out the web page correctly and to store customized settings for your next visit. These features may be disabled by your browser, however this will limit the look and functionality of the website. All page requests are logged in order to properly maintain the service and security of this website.

2. Virtual Law Office

In order to use the virtual law office, you must first register a username and provide personal information about yourself. This information will be used during your transactions with Kimbro Legal Services, LLC to provide limited legal services in compliance with North Carolina law. Your information may be provided to a third party in order to provide the service you requested and/or as is required by law. All other use of your personal information will be limited to your attorney/client relationship with Kimbro Legal Services, LLC. This site uses cookies to store a session id. Therefore, in order to register on the website, cookies must be enabled so that we can provide you with a secure transaction.

Registration

In order to retain our services, you must register on our website. There will be no fee charged for registration on this website. By registering you will receive access to a personal information page where you may request our services in a secure manner. By registering on our website, you are representing that you are at least 18 years of age and able to enter

into a binding contact with Kimbro Legal Services. Furthermore, by registering you are representing that the information you provide to us is correct, accurate and updated.

Reviewing and Updating Your Personal Content

Kimbro Legal Services requests that you keep your personal contact information current. After you have registered on our website, you may enter your personal information page at any time to review and update your personal information.
Contact Information

Because we are a virtual law practice, we would prefer that you provide your information to us using the technology provided for you on your personal client login page. However, if this is not possible and we require further information in order to review your legal matter, our mailing address is P.O. Box 4484, Wilmington NC 28406.

Limitation of Liability - No Warranties

Kimbro Legal Services assumes no liability for any errors or omissions in the content of this website. We will not be responsible under any legal theory for damages, including direct, indirect, incidental, consequential or special, arising as a result of your use of this website. As stated above, this website pertains to the practice of North Carolina law only. Therefore, the content of this website is not applicable in any other state other than North Carolina.

The general information provided on this website is provided without warranty of any kind, express or implied. Kimbro Legal Services reserves the right to change, modify, add, and delete the content on this website.

Jurisdiction

The terms of this agreement will be governed by the laws of the State of North Carolina. The state and federal courts located in New Hanover County, North Carolina will have exclusive jurisdiction over any case or controversy arising from or relating to this agreement, Kimbro Legal Services' website or any services provided by Kimbro Legal Services. Each person who registers on this website consents irrevocably to personal jurisdiction in such courts with the respect to any matters and waives any defense of forum non conveniens. Furthermore, each person who registers on this website is deemed to have knowingly and voluntarily waived any right to a trial by jury in any case or controversy related to this agreement, Kimbro Legal Services' website or any services provided by Kimbro Legal Services.

Assignment

The rights and obligations created for you under this agreement may not be assigned to any other party.

Force Majeure

Kimbro Legal Services will not be deemed to be in breach of this agreement for any delay or failure in performance caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power

outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of Kimbro Legal Services.

Severance

In the event that one or more of the provisions of this agreement shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this agreement, and this agreement shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the agreement, or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

IRS Circular 230 Disclosure

In compliance with the requirements of the IRS pertaining to the publication of Circular 230, we inform you that any advice contained on this website or in any communication originating from this website or this law practice which is related to U.S. federal tax advice is not intended or created to be used, and cannot be used, for the purpose of 1) either avoiding penalties under the Internal Revenue Code or promoting, marketing or 2) recommending to another party any transaction or matter that is contained on this website or in any communication originating from this law practice.

Complete Understanding

This agreement supersedes any prior or contemporaneous communications, representations or agreements between Kimbro Legal Services and the client and constitutes the complete and final agreement between the parties relating to this agreement, Kimbro Legal Services' website or any services provided by Kimbro Legal Services.