



# WSBA

## LIMITED LICENSE LEGAL TECHNICIAN (LLLT) BOARD

**UPDATE: August 2017**

### Outreach & Press

**Press:**

- July 10, 2017: "[Are Legal Technicians Coming to Oregon?](#)", [Oregon Law Practice Management](#)
- July 11, 2017: "[Licensed Legal Technicians](#)", New York Times

**Recent:**

- July 12, 2017: LLLT Working Group Meeting: Missoula, MT. Paula Littlewood, Steve Crossland
- July 12, 2017: Montana Association of Legal Administrators Seminar and second Presentation to Montana Supreme Court Commission on LLLTs: Missoula, MT. Paula Littlewood, Steve Crossland
- August 10, 2017: National Organization of Bar Counsel: New York. Paula Littlewood, Steve Crossland

**Upcoming:**

- September 8-9, 2017: Law Society of Manitoba, Paula Littlewood, Steve Crossland.

### Statistics & Other Events

- Number of current LLLTs: 23
- First status change, 1 LLLT is now inactive
- LLLT Exam: August 28, 2017.
  - 12 approved to sit exam.
- Practice Area Curriculum scheduled to begin September 26.
  - 11 qualified to enroll

### Meetings

**Recent:**

- August 16 20, 2017: Family Law Advisory Committee Meeting
- August 17 20, 2017: New Practice Area Committee Meeting

**Upcoming:**

- Septmeber 1, 2017: Previoulsy approved APR 28 amendments come into effect.
- September 20, 2017: Family Law Advisory Committee Meeting
- September 21, 2017: New Practice Area Committee Meeting
- September 21, 2017: LLLT Board Meeting



# WSBA

## LIMITED LICENSE LEGAL TECHNICIAN (LLLT) BOARD

### Minutes for July 20, 2017 Meeting

Washington State Bar Association  
1325 Fourth Avenue – Suite 600  
Seattle, Washington 98101  
1:30 p.m. to 4:30 p.m.

Members attending in person were Bill Covington, Stephen Crossland, Gregory Dallaire, Nancy Ivarinen, and Ruth McIntyre. Members attending via phone were Jeanne Dawes, Gail Hammer, and Lynn Fleischbein.

Also present were Renata de Carvalho Garcia, Innovative Licensing Programs Manager; Jean McElroy, Chief Regulatory Counsel; Ellen Reed, LLLT Program Lead; Joe Terrenzio, LLLT Program Lead; Christine Carpenter, LLLT; and Laura Genoves, LLLT (via phone).

#### **Call to Order/Preliminary Matters**

- Outreach Update
- Approval of Meeting Minutes

The June 15, 2017 meeting minutes were approved with no changes.

- Rosters & Call for RPC Committee Members

Ruth volunteered to join the RPC committee

- Staffing Update

Renata de Carvalho Garcia is joining as the Innovative Licensing Programs Manager and Joe Terrenzio as the LLLT Program Lead.

#### **New Practice Area Committee Report**

Committee Chair Gregory Dallaire reported on the committee's discussion including the need to identify potential new practice areas and provided three non-mutually exclusive options to the Board:

- Immigration law;
- Consumer-centric "personal services" practice to build on existing family law while also adding some additional discrete areas; and
- Collect data on current program including the new family law enhancements.

### **New Practice Area Discussion**

- The Board discussed the challenges and lessons learned from the attempt to expand into elder law practice and the possibility of revisiting the practice area. The Board disagreed on the appropriate approach to take and decided to table the issue.
- The Board also discussed a “personal services” practice area which could include some tasks related to estate planning and health issues as well as some of the forms available on WA Law Help.
- The Board discussed the pros and cons of developing an add-on to the current license versus a freestanding practice area as well as the civil legal need and the need to have the license be economically viable.
- The Board discussed the importance of identifying what the civil legal need to be addressed should be, where that data comes from, and how LLLTs can address the need. LLLT Laura Genoves offered to collect feedback from the LLLTs on what they as practitioners think would be a viable new practice area.
- The Board decided to preliminarily pursue and investigate two new practice areas: immigration and “personal services.” The subcommittee members identified were:
  - o Personal Services Subcommittee: Nancy, Jeanne, Ruth, Cristine, and Gail.
  - o Immigration Subcommittee: Greg, Laura, and Steve.
- The Board then discussed ways to make this process easier on staff and one of the recommendations was to develop a discrete process for each committee with specified timelines.

### **Communication to the Supreme Court**

The Board recommended that the letter be put on the Board’s letterhead. The Board emphasized that the LLLT license should be referred to as a profession/license rather than a program. The Board also recommended that language be added regarding WSBA’s need for the profession to move forward and proposed that staff put together a new version for continued drafting. Staff will redraft the letter and circulate it for additional comments within the next two weeks.

### **Proposed Changes to APR 28/Family Law Enhancements**

- Discussion of Comments/Feedback Received

Nancy Ivarinen, the Chair of the Family Law Advisory Committee, will review the comments received and provide a report at the August Board meeting. The vote on the Real Estate Form was also tabled to the August Board meeting.

Program Lead Ellen Reed provided an update on ATJ Board’s rules committee discussion of the family law enhancements.

- CR 11(b): The Board discussed Ruth Edlund’s proposed changes to CR 11(b) and decided not to submit a comment at this time.

### **Adjournment and Next Meeting**

The meeting was adjourned at 4:08pm. The next meeting will be held on August 17, 2017 at the Washington State Bar Association headquarters.

<b>ISSUE SUMMARY :</b> <b>Proposed 2017-2018 LLLT Board Meeting Schedule</b>
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**ISSUE:**

- The 2017-2018 LLLT Board meeting schedule needs to be approved by the Board so that attendees have sufficient time to plan and make travel arrangements. Staff also needs to be able to reserve conference rooms in advance and post the meeting schedule on the WSBA website.

**Proposed Board Meeting Schedule for the remaining 2016-2017 term:**

Meeting #	Meeting Date
	September 21, 2017

**Proposed Board Meeting Schedule for the 2017-2018 term:**

Meeting #	Meeting Date
1	October 19, 2017
2	November 16, 2017
3	December 14, 2017
4	January 18, 2018
5	February 15, 2018
6	March 15, 2018
7	April 19, 2018
8	May 17, 2018
9	June 21, 2018
10	July 19, 2018
11	August 16, 2018
12	September 20, 2018

## SUGGESTED AMENDMENTS TO APR 28

### TITLE

ADMISSION AND PRACTICE RULES (APR)

### **RULE 28. LIMITED PRACTICE RULE FOR LIMITED LICENSE LEGAL TECHNICIANS**

**A. Purpose.** The Civil Legal Needs Study (2003), commissioned by the Supreme Court, clearly established that the legal needs of the consuming public are not currently being met. The public is entitled to be assured that legal services are rendered only by qualified trained legal practitioners. Only the legal profession is authorized to provide such services. The purpose of this rule is to authorize certain persons to render limited legal assistance or advice in approved practice areas of law. This rule shall prescribe the conditions of and limitations upon the provision of such services in order to protect the public and ensure that only trained and qualified legal practitioners may provide the same. This rule is intended to permit trained Limited License Legal Technicians to provide limited legal assistance under carefully regulated circumstances in ways that expand the affordability of quality legal assistance which protects the public interest.

**B. Definitions.** For purposes of this rule, the following definitions will apply:

- (1) “APR” means the Supreme Court's Admission ~~and to~~ Practice Rules.
- (2) “LLLT Board” means the Limited License Legal Technician Board.
- (3) “Lawyer” means a person licensed as a lawyer and eligible to practice law in any United States jurisdiction.
- (4) “Limited License Legal Technician” (LLLT) means a person qualified by education, training and work experience who is authorized to engage in the limited practice of law in approved practice areas of law as specified by this rule and related regulations. ~~The legal technician does not represent the client in court proceedings or negotiations, but provides limited legal assistance as set forth in this rule to a pro se client.~~
- (5) “Paralegal/legal assistant” means a person qualified by education, training, or work experience; who is employed or retained by a lawyer, law office, corporation, governmental

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agency, or other entity; and who performs specifically delegated substantive law-related work for which a lawyer is responsible.

(6) “Reviewed and approved by a Washington lawyer” means that a Washington lawyer has personally supervised the legal work and documented that supervision by the Washington lawyer's signature and bar number.

(7) “Substantive law-related work” means work that requires knowledge of legal concepts and is customarily, but not necessarily, performed by a lawyer.

(8) “Supervised” means a lawyer personally directs, approves; and has responsibility for work performed by the Limited License Legal Technician.

(9) “Washington lawyer” means a person licensed and eligible to practice law in Washington and who is an active or emeritus pro bono lawyer member of the Bar.

(10) Words of authority:

(a) “May” means “has discretion to,” “has a right to,” or “is permitted to.”

(b) “Must” or “shall” means “is required to.”

(c) “Should” means “recommended but not required.”

### C. Limited License Legal Technician Board

[NO CHANGES]

D. [Reserved.]

E. [Reserved.]

**F. Scope of Practice Authorized by Limited Practice Rule.** The Limited License Legal Technician shall ascertain whether the issue is within the defined practice area for which the LLLT is licensed. If it is not, the LLLT shall not ~~render any legal assistance~~ ~~provide the services required~~ on this issue and shall ~~advise~~ ~~inform~~ the client ~~to that the client should~~ seek the services of a lawyer. If the issue is within the defined practice area, the LLLT may ~~render~~ ~~undertake~~ the following limited legal assistance to a pro se client:

(1) Obtain relevant facts, and explain the relevancy of such information to the client;

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- (2) Inform the client of applicable procedures, including deadlines, documents which must be filed, and the anticipated course of the legal proceeding;
- (3) Inform the client of and assist with applicable procedures for proper service of process and filing of legal documents;
- (4) Provide the client with self-help materials prepared by a Washington lawyer or approved by the LLLT Board, which contain information about relevant legal requirements, case law basis for the client's claim, and venue and jurisdiction requirements;
- (5) Review documents or exhibits that the client has received ~~from the opposing side~~, and explain them to the client;
- (6) Select, complete, file, and effect service of forms that have been approved by the State of Washington, either through a governmental agency or by the Administrative Office of the Courts or the content of which is specified by statute; federal forms; forms prepared by a Washington lawyer; or forms approved by the LLLT Board; and advise the client of the significance of the selected forms to the client's case;
- (7) Perform legal research;
- (8) Draft letters setting forth legal opinions that are intended to be read by persons other than the client; ~~and~~
- (9) Draft documents beyond what is permitted in paragraph (6), if the work is reviewed and approved by a Washington lawyer;
- (10) Advise the client as to other documents that may be necessary to the client's case, and explain how such additional documents or pleadings may affect the client's case;
- (11) Assist the client in obtaining necessary records documents, such as birth, death, or marriage certificates.
- (12) Communicate and negotiate with the opposing party or the party's representative regarding procedural matters, such as setting court hearings or other ministerial or civil procedure matters;
- (13) Negotiate the client's legal rights or responsibilities provided that the client has given

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written consent defining the parameters of the negotiation prior to the onset of the negotiation;  
and

(14) Render other types of legal assistance when specifically authorized by the scope of practice regulations for the approved practice area in which the LLLT is licensed.

### **G. Conditions Under Which A Limited License Legal Technician May Provide Services**

(1) A Limited License Legal Technician must personally perform the authorized services for the client and may not delegate these to a nonlicensed person. Nothing in this prohibition shall prevent a person who is not a licensed LLLT from performing translation services;

(2) Prior to the performance of the services for a fee, the Limited License Legal Technician shall enter into a written contract with the client, signed by both the client and the Limited License Legal Technician, that includes the following provisions:

(a) An explanation of the services to be performed, including a conspicuous statement that the Limited License Legal Technician may not ~~appear or~~ represent the client in court, formal administrative adjudicative proceedings, or other formal dispute resolution process or negotiate the client's legal rights or responsibilities, unless permitted under GR 24(b) or specifically authorized by the scope of practice regulations for the approved practice area in which the LLLT is licensed;

(b) Identification of all fees and costs to be charged to the client for the services to be performed;

(c) A statement that upon the client's request, the LLLT shall provide to the client any documents submitted by the client to the Limited License Legal Technician;

(d) A statement that the Limited License Legal Technician is not a lawyer and may only perform limited legal services. This statement shall be on the first page of the contract in minimum twelve-point bold type print;

(e) A statement describing the Limited License Legal Technician's duty to protect the confidentiality of information provided by the client and the Limited License Legal Technician's work product associated with the services sought or provided by the Limited License Legal



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Technician;

(f) A statement that the client has the right to rescind the contract at any time and receive a full refund of unearned fees. This statement shall be conspicuously set forth in the contract; and

(g) Any other conditions required by the rules and regulations of the LLLT Board.

(3) A Limited License Legal Technician may not provide services that exceed the scope of practice authorized by this rule, and shall inform the client, in such instance, that the client should seek the services of a lawyer.

(4) A document prepared by an LLLT shall include the LLLT's name, signature, and license number beneath the signature of the client. LLLTs do not need to sign sworn statements or declarations of the client or a third party, and do not need to sign documents that do not require a signature by the client, such as information sheets.

**H. Prohibited Acts.** In the course of dealing with clients or prospective clients, a Limited License Legal Technician shall not:

(1) Make any statement that the Limited License Legal Technician can or will obtain special favors from or has special influence with any court or governmental agency;

(2) Retain any fees or costs for services not performed;

(3) Refuse to return documents supplied by, prepared by, or paid for by the client, upon the request of the client. These documents must be returned upon request even if there is a fee dispute between the Limited License Legal Technician and the client;

(4) Represent or advertise, in connection with the provision of services, other legal titles or credentials that could cause a client to believe that the Limited License Legal Technician possesses professional legal skills beyond those authorized by the license held by the Limited License Legal Technician;

(5) Represent a client in court proceedings, formal administrative adjudicative proceedings, or other formal dispute resolution process, unless permitted by GR 24 or specifically authorized by the scope of practice regulations for the approved practice area in which the LLLT is licensed;

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~~(6) Negotiate the client's legal rights or responsibilities, or communicate with another person the client's position or convey to the client the position of another party, unless permitted by GR 24(b);~~

~~(7) Provide services to a client in connection with a legal matter in another state, unless permitted by the laws of that state to perform such services for the client;~~

~~(8) Represent or otherwise provide legal or law related services to a client, except as permitted by law, this rule or associated rules and regulations;~~

~~(8) Conduct or defend a deposition;~~

~~(9) Initiate or respond to an appeal to an appellate court; and~~

~~(10) Otherwise violate the Limited License Legal Technicians' Rules of Professional Conduct.~~

**I. – O.**

[NO CHANGES]

### APPENDIX APR 28. REGULATIONS OF THE APR 28 LIMITED LICENSE LEGAL TECHNICIAN BOARD

**REGULATION 1: [RESERVED.]**

**REGULATION 2: APPROVED PRACTICE AREAS--SCOPE OF PRACTICE**

**AUTHORIZED BY LIMITED LICENSE LEGAL TECHNICIAN RULE**

In each practice area in which an LLLT is licensed, the LLLT shall comply with the provisions defining the scope of practice as found in APR 28 and as described herein.

#### **A. Issues Beyond the Scope of Authorized Practice.**

An LLLT has an affirmative duty under APR 28F to inform clients when issues arise that are beyond the authorized scope of the LLLT's practice. When an affirmative duty under APR 28F arises, then the LLLT shall inform the client in writing that:

1. the issue may exist, describing in general terms the nature of the issue;
2. the LLLT is not authorized to advise or assist on this issue;

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3. the failure to obtain a lawyer's advice could be adverse to the client's interests; and,
4. the client should consult with a lawyer to obtain appropriate advice and documents necessary to protect the client's interests.

After an issue beyond the LLLT's scope of practice has been identified, if the client engages a lawyer with respect to the issue, then an LLLT may prepare a document related to the issue only if a lawyer acting on behalf of the client has provided appropriate documents and written instructions for the LLLT as to whether and how to proceed with respect to the issue. If the client does not engage a lawyer with respect to the issue, then the LLLT may prepare documents that relate to the issue if:

- (1) ~~t~~The client informs the LLLT how the issue is to be determined and instructs the LLLT how to complete the relevant portions of the document, and
- (2) ~~a~~Above the LLLT's signature at the end of the document, the LLLT inserts a statement to the effect that the LLLT did not advise the client with respect to any issue outside of the LLLT's scope of practice and completed any portions of the document with respect to any such issues at the direction of the client.

~~The LLLT may proceed in the manner described above only if no other defined prohibitions apply.~~

### **B. Domestic Relations.**

1. *Domestic Relations, Defined.* For the purposes of these Regulations, domestic relations shall include only the following actions: (a) divorce and dissolution~~child support modification actions~~, (b) parenting and support~~dissolution actions~~, (c) parentage or paternity~~domestic violence actions~~, ~~except as prohibited by Regulation 2B(3)~~, (d) child support modification~~committed intimate relationship actions only as they pertain to parenting and support issues~~, (e) parenting plan modification~~legal separation actions~~, (f) domestic violence protection orders~~major parenting plan modifications when the terms are agreed to by the parties before the onset of the representation by the LLLT~~, (g) committed intimate relationships only as they pertain to parenting and support

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issues ~~minor parenting plan modifications~~, (h) legal separation ~~parenting and support actions~~, (i) nonparental and third party custody ~~paternity actions~~, and (j) other protection or restraining orders arising from a domestic relations case, and (k) relocation ~~actions, except as prohibited by Regulation 2B(3)~~.

*2. Scope of Practice for Limited License Legal Technicians -- Domestic Relations.* LLLTs licensed in domestic relations may ~~render provide~~ legal services to clients as provided in APR 28F and this regulation, except as prohibited by APR 28H and Regulation 2B(3).

(a) Unless an issue beyond the scope arises or a prohibited act would be required, LLLTs may advise and assist clients with ~~(1) to initiating~~ and responding to actions and ~~related~~ ~~(2) regarding~~ motions, discovery, trial preparation, temporary and final orders, and modifications of orders.

(b) LLLT legal services regarding the division of real property shall be limited to matters where the real property is a single family residential dwelling with owner equity less than or equal to twice the homestead exemption (see RCW 6.13.030). LLLTs shall use the form for real property division as approved by the LLLT Board.

(c) LLLTs may advise as to the allocation of retirement assets for defined contribution plans with a value less than the homestead exemption, and as provided in U.S. Internal Revenue Code (IRC) Sections 401 a; 401 k; 403 b; 457; and Individual Retirement Accounts as set forth in IRC section 408.

(d) LLLTs may include language in a decree of dissolution awarding retirement assets as described in APR 28 Regulation 2 B (2) (c) when the respondent defaults, when the parties agree upon the award or when the court awards the assets following trial. The award language in the decree shall identify (1) the party responsible for having the QDRO or supplemental order prepared and by whom, (2) how the cost of the QDRO or supplemental order preparation is to be paid, (3) by what date the QDRO or supplemental order must be prepared, and (4) the remedy for failure to follow through with preparation of the QDRO or supplemental order.

(e) LLLTs may prepare paperwork and accompany and assist clients in dispute resolution

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proceedings including mediation, arbitration, and settlement conferences where not prohibited by the rules and procedures of the forum.

(f) LLLTs ~~may, when~~ accompanying their client, ~~may~~ assist, and confer with their ~~pro se~~ clients at depositions.

(g) LLLTs may present to a court agreed orders, uncontested orders, default orders and accompanying documents;

(h) LLLTs, ~~when may~~ accompanying their client, ~~may~~, assist, and confer with their pro se clients and respond to ~~direct~~ questions from the court or tribunal ~~regarding factual and procedural issues~~ at the hearings listed below:

i. domestic violence protection orders and other protection or restraining orders arising from a domestic relations case;

ii. motions for temporary orders, including but not limited to temporary parenting plans, child support, maintenance, and orders to show cause;

iii. enforcement of domestic relations orders;

iv. administrative child support;

v. modification of child support;

vi. adequate cause hearings for nonparental custody or parenting plan modifications;

vii. reconsiderations or revisions;

viii. trial setting calendar proceedings with or without the client when the LLLT has confirmed the available dates of the client in writing in advance of the proceeding.

3. *Prohibited Acts.* In addition to the prohibitions set forth in APR 28~~HTF~~, in the course of rendering legal services ~~dealing with~~ clients or prospective clients, LLLTs licensed to practice in domestic relations:

a. shall not render legal services to~~represent~~ more than one party in any domestic relations matter;

b. shall not render~~provide~~ legal services in:

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- i. ~~in-defacto parentage or nonparental custody actions; and~~
- ii. actions that involve ~~if~~ 25 U.S.C. Chapter 21, the Indian Child Welfare Act, or RCW 13.38, the Washington State Indian Child Welfare Act, ~~applies to the matter;~~
- e. ~~shall not advise or assist clients regarding:~~
- iii. division or conveyance of owned real estate, formal business entities, commercial property, or residential real property except as permitted by Regulation 2B ~~or retirement assets that require a supplemental order to divide and award, which includes division of all defined benefit plans and defined contribution plans;~~
- iv. preparation of QDROs and supplemental orders dividing retirement assets beyond what is prescribed in Regulation 2(B)(2)(d);
- v. any retirement assets whereby the decree effectuates the division or the implementation of the division of the asset;
- vii. bankruptcy, including obtaining a stay from bankruptcy;
- viii. disposition of debts and assets, if one party is in bankruptcy or files a bankruptcy during the pendency of the proceeding, unless: (a) the LLLT's client has retained a lawyer to represent him/her in the bankruptcy, (b) the client has consulted with a lawyer and the lawyer has provided written instructions for the LLLT as to whether and how to proceed regarding the division of debts and assets in the domestic relations proceeding, or (c) the bankruptcy has been discharged;
- iv. ~~anti-harassment orders, criminal no contact orders, anti-stalking orders, and sexual assault protection orders in domestic violence actions;~~
- viii. ~~jointly acquired committed intimate relationship property issues in committed intimate relationship actions;~~
- ix. major parenting plan modifications and nonparental custody actions beyond the adequate cause hearing unless the terms are ~~were~~ agreed to by the parties or one party defaults ~~before the onset of the representation by the LLLT;~~
- xvii. the determination of Uniform Child Custody Jurisdiction and Enforcement Act issues under

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RCW 26.27 or Uniform Interstate Family Support Act issues under RCW 26.21A unless and until jurisdiction has been resolved;

~~viii. objections or responses in contested relocation actions objections to relocation petitions, responses to objections to relocation petitions, or temporary orders in relocation actions; and~~

~~ix. final revised parenting plans in relocation actions except in the event of default or where the terms have been agreed to by the parties.~~

~~d. shall not appear or participate at the taking of a deposition; and~~

~~e. shall not initiate or respond to an appeal to an appellate court.~~

### **REGULATION 3: EDUCATION REQUIREMENTS FOR LLLT APPLICANTS AND APPROVAL OF EDUCATIONAL PROGRAMS**

An applicant for admission as an LLLT shall satisfy the following education requirements:

#### **A. Core Curriculum.**

1. *Credit Requirements.* An applicant for licensure shall have earned 45 credit hours as required by APR 3. The core curriculum must include the following required subject matters with minimum credit hours earned as indicated:

1. Civil Procedure, minimum 8 credit hours;
2. Contracts, minimum 3 credit hours;
3. Interviewing and Investigation Techniques, minimum 3 credit hours;
4. Introduction to Law and Legal Process, minimum 3 credit hours;
5. Law Office Procedures and Technology, minimum 3 credit hours;
6. Legal Research, Writing and Analysis, minimum 8 credit hours; and
7. Professional Responsibility, minimum 3 credit hours.

The core curriculum courses in which credit for the foregoing subject matters is earned shall satisfy the curricular requirements approved by the LLLT Board and published by the Bar. If the required courses completed by the applicant do not total 45 credit hours, then the applicant may earn the remaining credit hours by taking legal or paralegal elective courses. All core curriculum

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course credit hours must be earned at an ABA approved law school, an educational institution with an ABA approved paralegal program, or at an educational institution with an LLLT core curriculum program approved by the LLLT Board under the Washington State LLLT Educational Program Approval Standards.

For purposes of satisfying APR 3(e)(2), one credit hour shall be equivalent to 450 minutes of instruction.

### *2. LLLT Educational Program Approval Requirements for Programs Not Approved by the ABA.*

The LLLT Board shall be responsible for establishing and maintaining standards, to be published by the Association, for approving LLLT educational programs that are not otherwise approved by the ABA. Educational programs complying with the LLLT Board's standards shall be approved by the LLLT Board and qualified to teach the LLLT core curriculum.

**B. Practice Area Curriculum.** An applicant for licensure in a defined practice area shall have completed the prescribed curriculum and earned course credits for that defined practice area, as set forth below and in APR 3(e). Each practice area curriculum course shall satisfy the curricular requirements approved by the LLLT Board and published by the Bar.

**C. Required Supplemental Education.** The LLLT Board has discretion to require all LLLTs to complete supplemental education in order to maintain their licenses due to changes in the permitted scope of practice for LLLTs. The LLLT Board shall provide notice to LLLTs of the supplemental education requirement and the deadline for completion of the requirement, allowing at least 12 months to complete the required supplemental education. LLLTs may be administratively suspended pursuant to the procedures set forth in APR 17 if they fail to comply with the supplemental education requirements by the stated deadline.

### *1. Domestic Relations.*

a. Prerequisites: Prior to enrolling in the domestic relations practice area courses, applicants shall complete the following core courses: Civil Procedure; Interviewing and Investigation Techniques; Introduction to Law and Legal Process; Legal Research, Writing, and Analysis; and



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Professional Responsibility.

b. Credit Requirements: Applicants shall complete five credit hours in basic domestic relations subjects and ten credit hours in advanced and Washington specific domestic relations subjects.

### **REGULATION 4- 20**

[NO CHANGES]

DRAFT

# DISPOSITION OF REAL PROPERTY

Owner #1

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Owner #2

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**1. VALUE AND DESCRIPTION OF REAL ESTATE**

**Value of Real Estate:** \$ \_\_\_\_\_

Value based on:

- Agreement (attach written agreement)
- Comparative Market Analysis (non-binding value)
- Appraisal (recommended within 6 months)

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

Tax Parcel Information: \_\_\_\_\_

Legal description: \_\_\_\_\_

*ATTACHMENT 1: Attach documents referenced above and most recent County Tax valuation (note: not conclusive for value of property).*

**2. ENCUMBRANCES**

**Total amount of loans, liens or other encumbrances:** \$ \_\_\_\_\_

Secured Party: \_\_\_\_\_

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

Mailing Address \_\_\_\_\_

City, State \_\_\_\_\_

Physical Address \_\_\_\_\_

City, State \_\_\_\_\_

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

Fax: \_\_\_\_\_

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

Principal Balance as of (date) \_\_\_\_\_ \$ \_\_\_\_\_

Monthly payment: \$ \_\_\_\_\_

\*Annual Taxes: \$ \_\_\_\_\_

\*Annual Insurance: \$ \_\_\_\_\_

*\*(if not included in mortgage payments)*

Next Payment Due: \_\_\_\_\_

Parties' initials \_\_\_\_\_  
\_\_\_\_\_

Other liens or encumbrances: \$ \_\_\_\_\_

**ATTACHMENT 2:** Attach separate sheets to identify each encumbrance and include:

- Name and Contact Information for any lien holder(s).
- Amount Owning
- Reason for lien
- Whether it is a Community or Separate Debt

**ATTACHMENT 3:** Any written agreements or copies of judgments and liens.

### 3. EQUITY

**Amount of Current Equity (using figures in 1 and 2)** \$ \_\_\_\_\_

Adjustments to Current Equity: \$ \_\_\_\_\_

Deferred maintenance (items likely to appear on a house inspection):

Damage to property (indicate if the loss is covered by insurance):

**ATTACHMENT 4:** Attach a description of any other reason for adjustments and include contract bids, if any.

### 4. PROPERTY DISPOSITION/DIVISION

**How is equity to be divided:** Owner #1: \_\_\_\_\_% Owner #2: \_\_\_\_\_%

- Transfer of title
- Payable upon sale
- Payment to be deferred. (If payment of equity is to be deferred, the amount and terms of repayment shall be reduced to writing in the form of a Promissory Note secured by a Deed of Trust against the property.)

**Terms of Payment:**

- Period of Amortization \_\_\_\_\_ months\years
- Interest rate \_\_\_\_\_% Default Interest rate \_\_\_\_\_% [12% if not filled in.]
- Periodic payment amount \$ \_\_\_\_\_ monthly\annual, beginning \_\_\_\_\_ (date)
- Other terms: \_\_\_\_\_
- Due on sale clause.
- Balloon payment date \_\_\_\_\_
- 

**Until the property is transferred or sold:**

**Who will occupy the property?**

\_\_\_\_\_

If the home is encumbered by a mortgage or other encumbrance:

- Who will pay the mortgage or encumbrance? \_\_\_\_\_
- Who is responsible for maintenance of the property? \_\_\_\_\_

**Complete if the property is to be refinanced:**

- Who will refinance? \_\_\_\_\_

Refinance by:

- \_\_\_\_\_ (date)
- no later than \_\_\_\_\_ months\years from the date of the entry of decree of dissolution

Parties' initials \_\_\_\_\_  
\_\_\_\_\_

- when the youngest child turns 18 or graduates from high school, whichever is first, but no later than \_\_\_\_\_ (date)
- Other: \_\_\_\_\_

**Complete if there will be an equity buy-out of one party's interest:**

If party is to be bought out or receive a percentage of the sale price:

- Will the other party:
  - remain a borrower on the mortgage, if any, or
  - be released from liability?
- Total amount of buy-out?
- \$\_\_\_\_\_ (fixed amount)
- \_\_\_\_\_% of Fair Market Value (FMV) or Sale
- How will FMV be determined, if not by sale?

Date buy-out must occur by: \_\_\_\_\_

- Cash or deferred payments? \_\_\_\_\_
- If deferred:
  - Terms of Payment \_\_\_\_\_
  - Period of Amortization \_\_\_\_\_ mo/yrs
  - Interest rate, if any \_\_\_\_\_% (may depend on structure buy-out vs. equity lien)
  - Periodic payment amount \$\_\_\_\_\_ monthly, annual
  - Other terms: \_\_\_\_\_
  - Balloon payment date \_\_\_\_\_
- How will obligation be secured? (Equity Lien pursuant to Decree or Judgment, Deed of Trust, Other)? \_\_\_\_\_

**Complete if the property is to be sold:**

- Who will occupy the property while on the market?
- Who is responsible for maintaining property while on the market?
- Who is responsible for arranging showings?
- Who determines the listing price?
- Who determines the listing agent?
- What is the process for the parties' acceptance of an offer?
- What if the parties do not agree on the acceptance of an offer?
- Is there an upset price or percentage of listing (Redact if this form is filed with the court)?
- What is the process for counteroffers, repairs based on inspection or buyers' lender's requirements?

**6. REMEDIES IN THE EVENT OF DEFAULT OR IMPOSSIBILITY**

How will notice be given to the other party (include period in which to cure if default)?

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What happens if the person refinancing the loan cannot obtain financing within time allowed?

- Sale
  - What is the process to determine terms, price and occupancy during sale?

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Parties' initials \_\_\_\_\_  
 \_\_\_\_\_

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

- Creation or Modification of Note and Deed of Trust in favor of party with Equitable Lien which will obligate the Party unable to refinance to make monthly payments of \$\_\_\_\_\_ with interest to accrue at the rate of \_\_\_\_\_% per annum, until \_\_\_\_\_, at which time the entire amount shall be paid in full. Said Note and Deed of Trust shall include a due on sale clause, and default interest of \_\_\_\_\_% [12% if not filled in].

What happens if the person responsible in the Decree fails to make payments or defaults on non-monetary terms in the Deed of Trust?

- Other Party may cure default and the amount paid by said party shall be added to that Party's Equitable Lien. In such event the property shall be immediately listed for sale.

**Complete the following:**

- Who will occupy the property while on the market? \_\_\_\_\_
- Who is responsible for maintaining property while on the market? \_\_\_\_\_
- Who is responsible for arranging showings? \_\_\_\_\_
- Who determines the listing price? \_\_\_\_\_
- Who determines the listing agent? \_\_\_\_\_
- What is the process for the parties' acceptance of an offer? \_\_\_\_\_
- What if the parties do not agree on the acceptance of an offer? \_\_\_\_\_
- Is there an upset price or percentage of listing (Redact if this form is filed with the court)? \_\_\_\_\_
- What is the process for counteroffers, repairs based on inspection or buyers' lender's requirements? \_\_\_\_\_

- Other: \_\_\_\_\_  
\_\_\_\_\_

The Party entitled to remedies under this section shall be deemed to have waived his or her remedies, if not exercised within 180 days of date of default by the other Party, or upon foreclosure of a prior encumbrance, whichever occurs first.

**7. AGREEMENT OF THE PARTIES**

**This document is a:**

- Proposed agreement presented by \_\_\_\_\_
- Settlement agreement of the parties.

Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Represented by: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Represented by: \_\_\_\_\_  
 Signature: \_\_\_\_\_

**Prepared by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Owner #1 \_\_\_\_\_ Date \_\_\_\_\_

Owner #2 \_\_\_\_\_ Date \_\_\_\_\_

Parties' initials \_\_\_\_\_  
\_\_\_\_\_

# ***ATTACHMENT 1***

**May include:**

Value agreement, Comparative Market Analysis, Appraisal, Tax Parcel Information, Legal description and most recent County Tax valuation.

# ***ATTACHMENT 2***

Amount Owing \_\_\_\_\_

Reason for lien \_\_\_\_\_

Whether it is a Community or Separate Debt \_\_\_\_\_

Lien Holder(s):

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

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

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

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

# ***ATTACHMENT 3***

**May include:**

Any written agreements or copies of judgments and liens.

# ***ATTACHMENT 4***

**May include:**

A description of any other reason for adjustments and include contract bids, if any.

Parties' initials \_\_\_\_\_  
\_\_\_\_\_

## PROCESS FOR DEVELOPING A RECOMMENDED PRACTICE AREA

### Process

We would recommend that in the coming months that we work closely with the Court and all stakeholders to establish a process and general timeline for recommendation and adoption of new practice areas in the future. We would like to be as thoughtful and deliberate about the process as ~~possible~~those involved in the process would feel comfortable.

It is a complicated process to study and recommend a new practice area to the Court. Our primary goal ~~in this process~~ is to provide qualified and regulated legal services to the consumer of legal services at a price that they can afford. As discussed above we feel it is important to balance the unmet need with the ability of the LLLT to provide the services in a practice area at low cost but at a price that allows them to be economically viable. “Economically viable” takes into consideration the number of consumers who might need these services and have some ability to pay a modest price for the services.

—Our process involves the following steps:

General Vetting – Our ~~Scope Committee~~New Practice Area Committee is continually considering potential practice areas that may be appropriate for authorization for licensure for LLLT’s. We consider many information sources, ~~as resources for consideration of new practice areas. We are always mindful of~~such as the Civil Legal Needs Studies and data from legal service providers, ~~as well as reviewing consumers/public requests for qualified assistance, etc.~~ The ~~Scope Committee~~New Practice Area Committee invites practitioners ~~in the potential practice areas as well as consumers in these practice areas~~ to come to ~~our~~ committee meetings ~~to and~~ provide information regarding the practice area as a potential area for recommendation to the Court for adoption. We consider whether there is data supporting the need for additional services and whether the practice area could be ~~minimally~~ economically viable. We also take into consideration whether the training and licensing can be accomplished in such a manner that the consuming public ~~can be done in such a manner that the public will be not only be served and have their needs met but that it is done so in such a manner that the consuming public is~~ protected.

Out of this process the ~~Scope Committee~~New Practice Area Committee makes a recommendation to the LLLT Board of several potential practice areas. After considerable analysis the LLLT Board gives its direction to the ~~Scope Committee~~New Practice Area Committee to proceed further with more in-depth vetting and development of a more refined scope of the potential practice area. During this phase the ~~Scope Committee~~New Practice Area Committee invites subject matter experts and any others who may have relevant information to participate ~~in for~~ discussions regarding the potential scope of the recommended practice. This process is intended to determine the broad scope of all services that a lawyer and consumer may consider in the particular practice area. The intended goal is to ~~conclude with~~produce an outline of the particular

limited services that the LLLT could be authorized to provide and to highlight the particular services in the practice area that the LLLT should not be authorized to provide.

~~It is our intention that~~ During this phase it is our intention to ~~we will~~ involve all persons parties who the ~~Scope Committee~~ New Practice Area Committee ~~would think believes~~ might have helpful information relating to that proposed practice area. In the future we ~~would~~ intend to give notice of practice areas under development to the WSBA membership in general and specifically to WSBA Sections that might have valuable input ~~to the process in~~ regarding that particular practice area.

Following a thorough vetting the ~~Scope Committee~~ New Practice Area Committee would make a recommendation of limited scope for consideration by the full LLLT Board. The LLLT Board may either adopt the recommendation; reject the recommendation; or modify the recommendation of the scope of a proposed new practice area.

This process is intended to allow participation of all who are interested at any stage in the process. As mentioned above we will give notice of the practice area under consideration. All meetings of the LLLT Board and Committees are open to the public. Meetings are, with rare exceptions, are on the third Thursday of each month. Committee meetings are generally in the morning starting at 9:00 and the Board meetings are generally in the afternoons from 1:30 to ~~4:30~~ 5:00.

If the LLLT Board recommends the scope of a new practice area ~~that the~~ recommendation is will be forwarded to the Supreme Court for its consideration.

#### Supreme Court Preliminary Approval

A report is sent to the Supreme Court that outlines the proposed scope of the recommended practice area. The recommendation would include data that ~~would~~ supports the reason why the recommendation is appropriate and why the Court should give approval to complete the recommendation process.

In the past the Court and the LLLT Board have met in joint session to consider the proposed scope of recommended practice new practice area. The LLLT Board greatly values the opportunity to speak with the Court directly regarding new practice area proposals.

Following such a meeting, if the Court is so inclined the Court would give preliminary approval for the LLLT Board to complete the adoption of the practice area ~~process~~.

#### Curriculum Development

Pursuant to APR 28, representatives from the law schools' faculties and, practitioners in the proposed practice area ~~and~~ are invited ~~to join~~ to develop the curriculum designed to teach the skills necessary to provide the recommended services. In addition, the curriculum is designed to educate the LLLT candidates which related services ~~are outside~~



~~they are not~~ authorized ~~scope of the practice area~~ to provide. During this phase faculty are selected to teach these classes. Several of the classes are dual-taught by a ~~Law-law School-school~~ educator and a lawyer practitioner in the proposed practice area.

### Examination Development

The other phases ~~of practice area development~~ are time consuming ~~are and~~ arduous, but ~~not even close to this phase. This is a very~~ creating the examination is by far the most labor intensive phase. ~~The development~~ Developing the examinations for the Family Law Practice area was very time consuming. We were very fortunate to have a group of ~~very~~ committed volunteers, including the chair of the WSBA Family Law Section. They established a “bank of questions” that could be “reshuffled” every year for years to come. They continue to meet and revise the questions to make certain that the questions can be added to and revised as necessary.

### Creation and Adoption of Court Rules

Once the curriculum has been developed and the ~~practice area~~ scope fully defined the rules adopting the practice area would be submitted to the Court for approval and implementation.

The purpose in going through this review of the process is to give you an idea of how much work is involved on the part of the Board and scores of other very dedicated and committed volunteers. It is also to give you an idea of how long ~~this the~~ process ~~takes~~ to develop ~~and~~ new practice ~~takes~~. However, we are all committed to make sure that each and every LLLT to whom you give a license to practice receives the Washington State Supreme Court “Good Housekeeping Seal of Approval”, a guarantee to the consuming public that these legal service providers are qualified and regulated and have met a very high standard to provide legal services.

It is also important to note that this ~~whole~~ process involves a great deal of thoughtful and deliberate effort by a whole lot of people. We would like to ~~work with you to~~ create ~~with you and process and an~~ expectation of how we go about the process of ~~developing adoption~~ of a new practice area. Consideration of each phase necessarily involves consideration of the whole process. For example, before the ~~Scope committee~~ New Practice Area Committee makes a recommendation they must look down the line to see if there are any educators who may be available to teach the classes when the practice areas may be ready for delivery to LLLT students. One of the considerations with regard to the education is not only that professors will be available but when they might be available. The law school would prefer to be on the traditional September start for the beginning of classes. For this to happen we must “reverse plan” to determine when we must start the process to be “classroom ready” in September. This will become even more evident as we add additional practice areas. We have had extensive discussion among the participants in the various stages to be certain that the process considers the needs of each phase and its impact on the other phases.

We sincerely want your input in accommodating your phase in this whole process. Some things to consider for us in your phase might be: Do you always want oral presentations of the new

practice area? If so when in your rule making process? How long would you prefer to have to consider the proposal after submission to you? In what format would you prefer the proposed practice area to you? How long would you like to allot for the adoption of the rules to implement the practice area?

We would propose a scheduling calendar that would look something like this:

• Vetting and development of general scope	4-6 months
• Report to Court and consideration by Court	__ months
• Curriculum development	<del>__</del> 4 months
• Examination development	<del>__</del> 12-16 months
• Rule development and approval	<del>__</del> 6-8 months
Total	_____

In reverse planning if we wish to begin classes in a new practice area in the Fall ~~Quarter~~ ~~Quarter we need to begin~~, we must consider the sum ~~of the process the sum~~ of the above number of months before we intend to deliver the education. In order to all function thoughtfully and deliberately we need to be mindful of the time of each phase of the process.