

# In the Supreme Court of the State of Utah

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## In re: Application of Divorcio Amigable

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### ORDER FOR PROVISIONAL AUTHORIZATION

*Based upon the Utah Supreme Court's plenary and constitutionally granted authority to regulate the practice of law in Utah, and the tenets of Standing Order 15, the Utah Supreme Court orders that Divorcio Amigable is provisionally authorized within the regulatory sandbox and subject to the restrictions outlined below.*

The Court has reviewed the recommendation of the Office of Legal Services Innovation ("Innovation Office") dated April 6, 2023 for Divorcio Amigable to be provisionally authorized as a Human Alternative Legal Provider (HALP).

Divorcio Amigable provides legal services through an Alternative Legal Provider, Nancy Murgueytio, who uses software to assist consumers with divorce pleadings. Ms. Murgueytio intends to serve clients who are seeking an uncontested divorce using a software platform with guided intake questions to assist her in preparing the pleadings. If the parties cannot come to an agreement for their divorce, she will refer them to other providers.

The Innovation Office has assessed Divorcio Amigable's proposed entity structure, service methods, and legal areas and has determined that Divorcio Amigable is a High Innovation entity and that the risk of harm to its targeted consumers, relative to the risk of harm they currently face, is acceptable for authorization.

In light of the Court's responsibility to the public to effectively regulate the practice of law in Utah and in keeping with the tenets of Standing Order 15, the Court now orders as follows:

1. Divorcio Amigable is provisionally authorized for the following service **methods**:
  - a. Human Alternative Legal Provider
    - i. Legal advice
    - ii. Form completion/ routine document assistance

- iii. Pleadings/motion drafting
  - b. With no to minimal legal professional involvement
    - i. Quality assurance process directed by the entity
    - ii. Legal professional involved in training development and/or implementation
2. Divorcio Amigable is provisionally authorized across the following legal **areas**:
    - a. Key legal areas: Family and Marriage
      - i. High Innovation narrowed legal tasks: Uncontested divorces
  3. No Rules of Professional Conduct are **waived** as none were requested.
  4. Divorcio Amigable shall conform to the High Innovation reporting requirements imposed by the Innovation Office.
  5. Divorcio Amigable shall prominently display the following disclosure requirements:
    - a. Innovation Office Badge
    - b. Alternative Legal Provider disclosure
  6. This authorization is granted for 24 months subject to:
    - a. Satisfactory performance on a pre-launch service assessment
    - b. Satisfactory performance on a post-launch service audit
  7. All managers and owners are hereby ordered to:
    - a. Act in good faith to further a client's best interests.
    - b. Not allow economic or other conflicts of interests to adversely affect the legal services rendered to a client.
    - c. Ensure that legal services are delivered with reasonable diligence and promptness.
    - d. Not reveal confidential information pertaining to the representation of a client without the client's consent or as allowed or required by law.
    - e. Not engage in or allow any activity that misleads or attempts to mislead a client, a court, or others.
    - f. Not take any action or engage in activity that interferes with the professional independence of lawyers or others authorized to provide legal services.
    - g. Develop systems and processes within the entity applicant to ensure that each of the above duties are met and satisfied.
    - h. Complete a one-hour ethics training approved by the LSI Committee that explains these obligations.

8. Authorization is subject to Divorcio Amigable's compliance with the conditions and requirements set forth in the Innovation Office Manual and the Innovation Office Recommendation to the Court and to verification by the Innovation Office that the entity's services are not causing material harm to consumers.
9. This authorization does not relieve Divorcio Amigable, its employees, or any associated lawyer from compliance with applicable state and federal laws and any rules of another state or other governing body. Divorcio Amigable is responsible for assuring that it complies with the laws and rules of any other affected jurisdiction.

If Divorcio Amigable wishes to alter these conditions or requirements, it must submit any such change to the Innovation Office for further assessment. The Innovation Office will assess the proposed change and may permit the change if it deems the change does not materially increase the risks to consumers. If the Innovation Office finds a material increase in risk, then it will present the issue to the Court for further consideration.

DATED this 10 day of April, 2023.

A handwritten signature in black ink, appearing to read 'Matthew B. Durrant', written over a horizontal line.

Matthew B. Durrant  
Chief Justice