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What ethical violations if any has Linda committed?

Engagement of Attorney Client relationship

An attorney client relationship is created when a potential client or an attorney manifests an intent to enter an attorney client relationship with an attorney, and the attorney manifests an intent to take the client on, and usually requires some bargained-for exchange for the relationship to attach. This typically requires a written agreement for the relationship to attach, unless the potential costs are less than 1,000 a California specific rule, or there is an urgent need for an attorney, such as a client was just arrested and is now in custody and needs an attorney now is unable to sign an agreement prior to their first hearing arraignment. or other situations where representation is an emergency and for some reason there is a delay in formalizing the attorney client relationship in writing.

In addition, contingent fee agreements must be in writing, and cannot be oral.

Here, L orally entered into a fee agreement with C. This violates the rule that contingent fee agreements must be in writing. In addition, C suffered serious bodily injury, in the car crash, it can be reasonably assumed that such an agreement would be in excess of 1,000 and would also therefore require a fee agreement to formally attach the client relationship. Lastly, sometimes an attorney client relationship can be created based on the circumstances and conduct of the parties. Here, there is no evidence of an emergency causing a delay of formalizing an attorney client relationship in writing. In fact L barely did any work, the facts explicitly state that a settlement was offered before L did any substantive work. Thus, it is unclear if an attorney client relationship can be formed at all, as it is unclear what L did. Despite this, L found a way to still subtract some of their fees from C's settlement.

Valid Reasonable fee agreements

attorney client Fee agreements require that the fees incurred for services rendered be reasonable. This is sometimes subject to changes during or after trial depending on the case. There are instances where awards fees are lowered or raised by the court depending on the case, it can depend. Thus fee agreements are not necessarily set in stone. Attorneys have a duty to charge reasonable fees based on their experience. Lawyers with less experience, or attempting to be competitive in the market tend to have lower fees, while generally more experienced lawyers have more fees. In addition, plaintiff personal injury cases are historically based on contingent fee models, ranging between 20-40% in awards. Some with specific

carveout for if the case goes to trial, as trial can incur more costs by the plaintiff lawyer as they are the ones who would have to fund the case and pay all the relevant costs up front.

Here, L states she will take 50% of the fees no matter what. There is no step for anticipated trial costs, and it is much higher than the average state 20-30% contingent fee. In addition to having a high percentage L even asks for fees related to the case. Thus, the client would absorb the costs of litigation and have to pay a higher than normal amount in contingent fees. This amount of fees is unreasonable, and would make the contract between attorney and client, if there even is one, unconscionable, and likely unenforceable.

Fee disputes

Once a client and attorney enter into a disagreement regarding fees in California the attorney cannot touch any of the money awarded until the amount of money in dispute has been resolved.

Here, it is unclear how much C complained about the fees, but L would have to make sure they did not use any of the fees for any purpose, and it would have to be held in trust until it is resolved.

Threats by clients in negotiations

Once a client has announced to his attorney they are in dispute about fees, the parties have to attend mediation/arbitration with the state bar. This is especially true when the attorney-client relationship has broken down, i.e. when the client threatens litigation.

Here, C states she disputes L's fees and threatens to sue for malpractice, and report her to the bar. At this point all negotiations are paused. Since the client is now threatening litigation, and reporting to the state bar, L can no longer negotiate with the client on their own. They have to succumb to typical mediation/arbitration negotiations in accordance with the state bar since the attorney-client relationship has broken down and resorted to threats. This also pauses an unspecified amount of funds that are in dispute. L would not be able to spend a penny of the money in dispute until the litigation is resolved.

Duty to communicate - Informed/ implied authority - Consent

Attorneys have a duty to keep their clients regularly informed of their case. Attorneys also have a duty to timely convey settlement offers to their clients. Attorneys can be given authority to accept certain settlement offers, but this requires that the attorney discuss a range of settlement offers with the client before accepting any offers. The attorney's actions without the client's authority can bind the client into agreements they did not agree to.

Here, L accepted the first offer from Acme without any authority from C. Absent any agreement from C, C cannot bind them into agreements. This violated the duty to communicate settlement agreements to the client. L should have first checked with her client, before accepting. The facts state C was relieved the case settled so quickly this could be a basis for L obtainin C's consent thereby curing the rbeach of the duty to communicate settlement agreemnts.

Attorneys' have a duty to competently represent their clients, or associate with a competent attorney, or research enough to get up to speed, and the give the client a reasoanble discount in accordance with what is required to become competent. Whether it is a new attorney, or an area of law that the attorney is not specialized in.

Here, it is unclear whether L was competent as she did not do anything to help negotiate the settlement. Although, the client was happy with the offer L had a duty to try and give C some options as to whether they could negotiate and get more or not. Thus, L potentially could have cost the client much more than tendered settlement. L did not seemingly do anything as an attorney, and could be considered to have violated the duty of competence by not advising the client or doing anything on their end to resolve the case.

duty of diligence

attorney's also have a duty to remain diligent for the duration of the representation.

Here, L entered into a defective agreement with C to resolve her personal injury case, but did not follow through with it. There are not facts that state L did anywork. She attempted to form a client relationship, and before L did anything the case settled. There are no facts that L did anything to advnace the case and make diligent attempt to resolve teh case through the representation.

Duty of Loyalty to the client

The duty of loyalty to the client is on of the most important duties between a client and attorney. An attorney's conduct must reasonably put the interests of the client and their pending legal actions before their own fiduciary, and pecuniary interests. Absent a situation where this would demand an attorneys conduct to be unlawful or would prevent the commisiion of a crime or protect someone from imminent bodily injury.

Here, L did not take any actions to advance C's case. Since the representation, L seemed to have sat on the case, and up until the settlement did not negotiate with the other party. L did not advise the client as to the terms of the settlement either. She merely accepted without any work, or any other approval from the client.

Granted, C accepted the settlement and was happy it was resolved, L did not seemingly do anything to support her client. There is no particularized value granted to the client, it is unclear whether L had any discussion as to reasonableness of the 100k offer, without any express or implied authority to do so. That said, since C was happy about the case settling so quickly, it is possible she conveyed this sentiment to L but it remains unclear.

Duty of Candor

Attorneys have a duty to be truthful in their interactions with the client.

Here, when L accepted the first offer without any negotiation she misrepresented what she did to get it, and that she accepted it. The facts only state that L told C about the settlement not that she had already accepted it. L was lucky that C was relieved. Otherwise C could sue L for binding her to an agreement she had not given authority to accept.

Duty to the tribunal

Attorneys have a duty to other lawyers and the state bar to be truthful in their communications and conduct.

Here, L did not notify the court of the dispute, after the client threatened to sue him and report him to the state bar. He had a duty to keep them informed once the client.

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