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What ethical violation, if any, has Laura committed?

Laura may have violated several duties she owed to Wendy in representing her in her divorce case against Henry, including, DUTY OF LOYALTY, DUTY OF CONFIDENTIALITY, DUTY OF ZEALOUSLY REPRESENTATION, CONFLICT OF INTEREST, DUTY OF CANDOR TO COURT, and DUTY OF COMPETENCE, and DUTY OF COMMUNICATIONS.

Duty of loyalty and conflict of interest

a lawyer owes her client duty of loyalty meaning she is to peruse client interest only, and not her own. moreover, there should not be any interest other than seeking interest of her client such as a duty owed to a 3rd party or lawyer's personal interest as these could compromise lawyer's duty loyalty in represent her client as there will be other interested persons, beside the client in the lawsuit.

Under the ABA rule, if there is such conflict that would materially affecting Laywer's duty of loyalty, the lawyer must first advise her client about the conflict and then gen a written consent. Under the CA rule, the lawyer must be reasonably confident if such conflict is consent able or not, and then to get a written consent from client. If the lawyer determines that its not consentable, then she should advise the client and seek withdrawal from the case.

However, in CA once the suit is filed, the lawyer cannot withdraw from the case, unless its approved by the court. here, since its likely that the suit had been filed, Laura must seek leave of the court, should she decide not to represent in this case.

Here, Laura saw and read a document which was a property deed in the names of henry and Ginny. Knowing that Wendy had told her about the fact that she was suspecting Alex was not truthfull about his income and financial statement in order to pay a lesser child support, she decided to not to take an action in order to not to put her OWN son, Sam in trouble.

this is deemed as a personal interest since this prevented her from advising her client

about what she had discovered about Henry's financial situation which would have allowed Wendy to get a light child support, but she failed to do it, as she did not want to get her son into trouble.

Here, under the ABA rules, Laura should have advised Wendy about her Son and should have gotten a written consent, working for both her's and alexs, whom Alex represented Ginny (Henry's girl friend) on a matter unrelated to Henry's- Wendy's divorce case, however, she did none and thus breach her duty under ABA rules.

On the other hand, while Laura may argue that she was subjectively confident that it was not necessary to tell wendy about her son's being receptionist for both LAURA and Alex under CA, rules she also breached her duty since should not have used someone who was also working for Alex as like this case (Sam), lawyers could easily discover confidential documents related to their client's case. Moreover, we are told that they were also sharing a printer, this in itself could cause confidentiality issues as one attorney could unintentionally see documents that are otherwise confidential. Finally, no written consent was ever made, this Laura has also breached under CA rule her duty of loyalty.

DUTY of ZEALOUSLY REPRESENTATION

A lawyer must zealously represent her client interest in the case to the best of her abilities and should always put her clients interest first. Here, Laura saw and read a document which was a property deed in the names of henry and Ginny. Knowing that Wendy had told her about the fact that she was suspecting Alex was not truthfull about his income and financial statement in order to pay a lesser child support, she decided to not to take an action in order to not to put her OWN son, Sam in trouble.

The court would likely deem as a personal interest since this prevented her from advising her client about what she had discovered about Henry's financial situation which would have allowed Wendy to get a light child support, but she failed to do it, as she did not want to get her son into trouble, and by doing so she failed to zealousuly represent her clients interest due to the fact that she never mentioned the property to Wendy or the court and ultimately used Henry's incorrect financial statement (in order to save sam from trouble) and thus she breached her duty of zealous representation.

Duty of competence

Under ABA rule, lawyer has breached her duty of competence if she does not have knowledge about a matter and does not know, or otherwise educate her self, or partiered with another knowledgeable attorney regarding the matter. Under CA, lawyer is only breached the duty of competence due to a repeated or reckless violation of duty of competence.

here, as discussed about Alex and Laura should not have shared one secratary and a printer together becasue they could discover (unintentionally) info another other lawyer's client, which occoured in our case here.

Both Alex and Laura may have breached this duty by permitting sam working for both of them an using the same printer

Duty

Alex's Violation

DUTY OF CONFIDENTILITY

an attorney under ABA may releave confidential info in cases of fraud. Under CA may only releave to prevense death or serouse bodoly injury.

Here, Laura was permitted to report to court becasue of the fraud. Nor in CA

Duty of candor to court

a lawyer must maintain public trust in court and legal system. Under ABA rule, lawyer has an ongoing obligations to report.

If Alex knew aobut this misrepresentation made by client (hendy) and did not advise the court he would have breached his duty of candor to court.

Question #2 Final Word Count = 976

END OF EXAM