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1. Linda's Ethical Violations

Fee Agreement

Linda was required to have a written fee agreement with Clint, signed by Clint and Linda. ABA rules only require Clint's signature. The fee agreement must state the details of how the fee is calculated and whether expenses are subtracted before or after the split. In California, the Clint must be made aware that the attorney's fees are negotiable.

Unreasonable Fees

Linda has a duty not to charge an unconscionable fee. Her fee must be reasonable in view of her experience, the type of work she is doing, etc. The 50% charge is extremely high and unreasonable.

Settlement Offer

Linda had a duty to communicate the settlement offer to Clint and it was Clint's decision whether to accept the settlement - not Linda's.

Commingling Funds

Linda had duty to deposit the settlement check in a client trust account and not commingle it with her firm's finances.

Linda's Negotiation of a Release - Violation of Duty of Loyalty

Linda should have ensured that Clint was advised by different counsel in connection with his malpractice claim against Linda. At that time, Linda had a direct conflict and could not longer be representing Clint's best interest when she was trying to secure a release of claims against a direct conflict of interest and violation of her duty of loyalty to Paul.

Question #3 Final Word Count = 227

END OF EXAM