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Andy's Ethical violations

Duty of Loyalty

A lawyer owes a client a duty to avoid conflicts and not put his own interests above the clients.

Here, Andy did not make LawnCare aware of his relationship with C2AC. Andy also put his interests above LawnCare by taking on a personal injury matter related to a company who engages in chemicals that Andy has concerns about. All simply because he didn't want to jeopardize losing LawnCare as his client and impact his reputation as a litigator.

Thus, Andy likely violated his Duty of Loyalty.

Duty of Confidentiality

A lawyer owes its clients a duty of confidentiality. In ABA, the client confidentiality lasts until the client's estate has been distributed. Under CA, Client confidentiality lasts death. A lawyer must only divulge confidential information if the client consents, if required by law or court, if the lawyer is in a litigation matter, or necessary to prevent crime or substantial harm to a person (CA).

Here, Andy is member of an organization that directly conflicts with his client. The information he obtained from C2AC meetings, and even his previous legal relationship with C2AC, are likely to result in some disclosure of confidential information.

While written disclosure is not required under ABA rules, CA requires informed consent, in writing of any potential conflicts to pre-empt any breach of confidentiality.

Formation of A-C relationship

Attorney-client relationship begins when a client seeks legal advice from an attorney with the intent to create a lawyer-client relationship. The client must reasonably believe a relationship is formed. An formal attorney client relationship does not necessarily need to be in writing.

Here, Andy provided pro-bono free legal advice to C2AC in the past regarding an unrelated corporate matter but did not enter into a formal attorney-client relationship with C2AC. Even though Andy's representation for C2AC was free and unrelated with no formal-relationship, there was still a violation of his duty of attorney-client relationship. C2AC is a group lobbying for environmental regulations that would remove chemicals such as LawnCare's weed killer from the market, any matters related to the group are likely to be contrary to LawnCare to some extent, making any future representation of LawnCare a conflict of interest for Andy and a likelihood of there being a breach in confidentiality.

Thus, there was a violation of duty of confidentiality.

Duty of Communication

A lawyer owes his clients the duty to communicate all information relevant to the client's litigation matter, especially conflict of interests, important decisions in the case, and any violations of law.

Here, Andy did not communicate with LawnCare about his previous relationship with C2AC, an organization with adverse interests to LawnCare. Also, Andy did not disclose to LawnCare about his membership and financial support of C2AC. Both of these are conflicts of interests that his client, LawnCare needed to have been informed of with written disclosure and consent to further represent.

Thus, Andy violated his duty to communicate.

Conflict of interest with LawnCare

Under ABA, a lawyer engages in conflict of interest if a client has directly adverse interests to another client (**actual conflict**) or if there is a significant risk that the lawyer's representation will be materially limited by his duties to another former client or third-party, or himself (**potential conflict**). A client may overcome this limitation if there is 1) no violation of the law, 2) if the lawyer reasonably believed he can represent the client competently without conflicts, 3) there is informed written consent from all parties.

In CA, all ABA rules apply and there is no material risk limitation. A lawyer must obtain informed consent, in writing with full disclosure regardless of lawyer's belief that he can completely represent the client without conflicts. And, a lawyer's representation must not be materially limited by his own personal, professional interests, economical or business interests.

Here, Andy has an actual conflict because he is a member and financial supporter of C2AC, proponent of environmental regulations to remove chemicals, and also entered into a valid retainer agreement with LawnCare, a seller of weedkiller. Both of these organizations have directly adverse goals. Even though Andy claims he is convinced his association will not affect his representation, he was still required to disclose this relationship to LawnCare. Although it is unlikely that there won't be any conflicts of interests or disclosure of confidential information Andy obtained both either of the parties. Further, Andy is conflicted with his own personal interests to uphold his reputation and not lose a client but which is prohibited under both ABA and CA rules.

Because Andy did not obtain informed written consent or provide disclosure of consequences to LawnCare, he violated both ABA and CA rules.

Conflict of interest with CA2C

Same rules above as above to Andy's duty to avoid conflicts with CA2C.

Here, Andy is a member and financial supporter of C2AC. He has also previously engaged in potential lawyer-client relationship with CA2C and knows of confidential information regarding CA2C. Andy should not have accepted representation of LawnCare because of his deep ties to C2AC.

Thus, Andy breached his duty by accepting LawnCare as a client.

Duty of Care

A lawyer owes a client duty of care to be trustworthy and reliable in its representation.

Here, Andy breached that duty when he lied to the CEO of LawnCare about him not knowing where C2AC would have received information about Paula's lawsuit. Whereas Andy knew that he responded to a C2AC questionnaire disclosing publicly available information regarding Paula's complaint filed against LawnCare. Even if this information was anonymous, Andy still should have notified LawnCare of his actions because it is not implausible that his questionnaire response led to the further investigation into the matter. C2AC could have gained access to the complaint and found out Andy was the legal representative for LawnCare.

Recommendation to Andy

Andy's recommendation to LawnCare CEO to not disclose any details about the lawsuit were likely not an ethical violation because all questions C2AC has about the case should go through Andy, the legal representation anyway.

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