

Hey Everyone!

Let's Talk Ethics...

Hooray!



SO MUCH TO TELL YOU..



SO Let's JUMP IN!!



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Approved Insurance Carriers
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The companies listed:

- Hold an “excellent” or better rating from AM Best.
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jpatterson@alpsnet.com South Carolina customer services representative:
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What's Going on in PR Committee?

New Stuff

What's a Person?



What's a Disclaimer?

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What's UP With UPL?

New Staff Guidelines



• jrothstein@scbar.org.

What About Ethics Advisory Committee?

Referral Services (Rule 7.3)

For-profit, non-lawyer advertising company offers a co-op package with other local lawyers. Lawyer names are given on a rotation basis. Cost is based on pro-rata share of all costs to advertise, regardless of number of calls received or cases generated.

CONCLUSION – reasonable cost of advertising, all other ad. Rules still apply.

EAO 13-05

- <http://www.scbar.org/MemberResources/EthicsAdvisoryOpinions/OpinionView/ArticleId/1633/Ethics-Advisory-Opinion-13-05.aspx>

Third-Party Payor (Rule 1.8)

- Non-profit Org. hires attorney to represent client. Non-profit to deposit funds into Trust Account.

- Committee Said...

Ownership of funds must be determined by nonprofit and the client together with the two parties resolving any disputes

Attorney to decide how money is used to further goals of representation

Nonprofit cannot direct case or determine strategies

Attorney must keep client informed, get informed consent and maintain client confidentiality.

And...

Attorney's professional judgment cannot be compromised.

EAO 13-04

- <http://www.sbar.org/MemberResources/EthicsAdvisoryOpinions/OpinionView/ArticleId/1593/Ethics-Advisory-Opinion-13-04.aspx>

Candor Toward the Tribunal

- In a Foreclosure Action, an attorney petitions the court for fees which are more than the client is obligated to pay under the contract of representation,
- the terms of the engagement between the lawyer and client must be disclosed to the court in order to comply with Rule 3.3.

EAO 13-07

- <http://www.scbar.org/MemberResources/EthicsAdvisoryOpinions/OpinionView/ArticleId/1685/Ethics-Advisory-Opinion-13-07.aspx>

Inter Familia

- Attorney in private practice represents DSS defendants under contract. Attorney's spouse, also a lawyer, formerly represented DSS. The spouses did not work in the same firm.

Committee Said...

- Rule 1.8(k) , Opposing a Lawyer Relative, inapplicable, because spouse no longer works for DSS.
- Rule 1.9, Duties to Former Client, relates only to conflicts between an attorney and that attorneys own former clients.
- 1.11(b), Conflicts for former Gvt. Employees, contemplates imputation to the lawyer's firm, not to family members.

The *She's No Lady, She's My Wife* opinion



EAO 13-08

- <http://www.sbar.org/MemberResources/EthicsAdvisoryOpinions/OpinionView/ArticleId/1686/Ethics-Advisory-Opinion-13-08.aspx>

MOMENTARY BRAIN BREAK



PASSWORDS AND AIS

- <http://www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2013-11-04-01>

BY December 15th, Every SC Lawyer Must...

- (1) Change their password to a stronger password meeting the requirements specified in AIS.
- (2) Choose and answer updated security questions.
- (3) Update and verify their information in AIS, including their contact information. (this means e-mail)

In Re Collie

- “Although respondent may consider herself retired from the practice of law since she has not represented clients in many years, she is nevertheless classified as a regular Bar member and, therefore, pursuant to Rule 410(g), SCACR, required to provide a valid e-mail address. Even is she were ...retired... she would still be required to maintain an e-mail address”

Dos and Don'ts of Discipline

Do Pay Your Taxes

- In Re Flowers
- Definite Suspension for failing to file income taxes for 4 years
- Anonymous Report



Do A Title Search

- In Re Olson
- Told client he would conduct a title search as to a piece of property prior to a collateral mortgage
- Didn't do it, and told client he did
- Senior Liens on the Property - ultimately payoffs were over \$22,000.

Don't Use Your Trust Account To:

Pay for
A Ski
Vacation,



- Sunglasses





OR TANNING

In Re Newton

- Disbarment for failure to:
 - Safekeep property (1.15)
 - Act competently (1.1)
 - Properly decline or terminate representation (1.16)
 - Honor the scope of representation between a lawyer and a client (1.2)

If you remove over \$1M from your Trust Account,



You'd Better Be Able to Account for It!

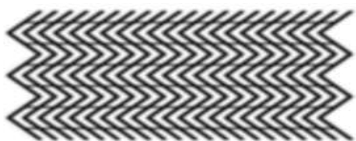
- In Re James
- Disbarred for over 6 matters – pattern of about 4 years of Trust Account Anarchy
- Borrowing Money from Friends to cover trust account
- Unable to Cover Mortgages

Do Respond To ODC

- In Re Chaplin
- Started out as a fee dispute – Chaplin did not comply
- Turned into a Grievance



Don't Blur Lines



In Re Johnson: Sex with a Client

There's a bigger picture...



Boundaries are Critical



Don't Sign A Judge's Name



In Re Taylor

- Snowball effect
- Lawsuit Administratively dismissed for failure to comply with ADR req'ts
- Lied to client
- Faked an order, signed the judge's name and
- Got Busted.



Electronic Communications and Social Media



- In Re Nelson – Solicitor Suspended for texting Cousin, who was sitting as a juror

Have you ever read
the small print?



What'Chall Wanna Talk About?



What's Ex Parte?



Who Is Your Client?



You Can Manage
a Conflict of Interest



Look at the Rules

- Rule 1.6 Confidentiality
- Rule 1.7 Conflict of Interest: Current Clients
- Rule 1.13 Organization as Client
 - Particularly (g) , which says that a lawyer representing an entity may also represent any of its directors, officers, etc. subject to Rule 1.7
 - Comment 9

And,
Don't Forget to...

BREATHE...

Thanks!!

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