

Receive one-half hour of CLE credit in Ethics and Professionalism by reading the March 2011 issue of NYPRR and answering the following questions. The answers are contained within the newsletter. Return this form, together with your payment of \$15 by check or money order. For both true-false questions and multiple-choice questions, mark the correct box with an "x". You must score 80 (16 out of 20 correct) to receive a certificate.

1. When the Courts released the Rules of Profession Conduct in 2009, they:
  - also issued their official Comments to the Rules
  - issued the Rules without comment
  - issued the Rules with Comments drafted by COSAC.
2. Because the Courts did not adopt the COSAC comments, COSAC decided to:
  - abandon the Comments
  - revise the Comments to conform to the Rules
  - issue Comments reviewing and assessing the Rules.
3. At its January 2011 meeting, the NYSBA House of Delegates voted:
  - to authorize COSAC to rewrite its comments to the Rules from scratch
  - to adopt a resolution thanking COSAC for its work on the Comments
  - to approve a number of substantive changes to the COSAC Comments.
4. COSAC's Comment [8] to Rule 1.8 was amended by the Delegates to provide:
  - a lawyer may always accept a position as executor of a client's estate
  - a lawyer who accepts appointment as a client's executor should advise the client of his financial interest in the appointment
  - a lawyer is prohibited from accepting appointment as executor of a client's estate.
5. The amendment to Comment [3] to Rule 1.15 provides:
  - a lawyer may not assert a lien against, or take his fee from, funds of the client in his escrow account
  - all funds of a client held in a lawyer's escrow account are subject to the lawyer's retaining lien
  - a lawyer may assert a retaining lien on any funds of the client that come into the lawyer's possession.
6. A lawyer who holds any funds of his client which are claimed lawfully by a third party should, under Rule 1.15, Comment [4]:
  - refuse to disburse the funds until all claims are resolved
  - move the funds to an interest-bearing special account separate from all other accounts until all claims are resolved
  - immediately instigate an action to have a court resolve the dispute.
7. Comment [2] to Rule 8.4 was amended by the Delegates to provide:
  - minor violations of law never constitute illegal conduct by a lawyer
  - all violations of law by a lawyer reflect adversely on his fitness as a lawyer
  - illustrative of illegal conduct by a lawyer are violence, dishonesty, fraud or serious interference with the administration of justice.
8. Comment [4] to Rule 8.4 was amended by the Delegates to provide:
  - a lawyer may not consciously and deliberately violate an obligation imposed by law
  - a lawyer's reasonable good-faith belief that a law is unconstitutional justifies his refusal to comply with the law
  - before violating a law, a lawyer should give notice of his intention to the appropriate Departmental Grievance Committee.
9. COSAC is an acronym for:
  - an arm of the New York State Unified Court System
  - an organization of public citizens lobbying for court reform
  - a committee of the New York State Bar Association.
10. Rule 1.1 gives tacit approval to:
  - referral agreements between lawyers
  - the arbitration of client fee disputes
  - written retainer agreements between client and lawyer.

11. A lawyer who knows he is not competent to handle a matter should:
- advise the client accordingly and refuse to handle the matter*
  - associate with a lawyer who is competent to handle the matter*
  - supply the client with a list of other lawyers in the area.*
12. A lawyer should communicate the basis for his fees and expenses to a client:
- before the representation begins*
  - in writing, where required by statute or court rule.*
  - whenever the fee is indeterminate*
13. 22 NYCRR Part 137 extends the obligation by a lawyer to arbitrate a fee dispute to:
- all criminal matters*
  - any matrimonial matter*
  - most civil matters.*
14. 22 NYCRR Part 1215 requires that a lawyer who charges or collects a fee provide the client with
- a memorandum specifying the basis for the fee*
  - a written letter of engagement*
  - a statement that the fee does not exceed his usual fee in similar matters.*
15. A lawyer who enters into a referral agreement must choose between dividing fees with the other lawyer in proportion to his services OR:
- waiving any fee*
  - assuming joint responsibility for the representation*
  - acting as the managing lawyer in the representation.*

16. Joint Responsibility can be defined as an obligation to the client in a referral:
- to share 50/50 with the other lawyer in any claim for malpractice*
  - similar to the obligation of a partner in a law firm to another partner*
  - to supervise the work and services of the other lawyer.*
17. In a referral to another lawyer, neither lawyer may charge or collect:
- a fee larger than the other lawyer's fee*
  - a fee greater than his usual fee*
  - an excessive or illegal fee.*
18. The standard which controls whether a fee is excessive is the standard of:
- a reasonable lawyer*
  - a lawyer of ordinary prudence*
  - the average lawyer.*
19. You may not divide your fees with another lawyer unless:
- the client has met with and approved the other lawyer in writing*
  - the client agrees in writing to employment of the other lawyer after full disclosure of the division in your fees*
  - each of you agrees to a fixed hourly rate.*
20. In dividing your fees with the other lawyer in a referral, you should consider:
- your relative skill and experience in the matter*
  - the number of years each of you has been in practice*
  - whether either of you has been designated Best Lawyer in his specialty.*

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