

Receive one-half hour of CLE credit in Ethics and Professionalism by reading the Nov. 2008 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. Arbitration proceedings can:
 - obscure conflicts of interest issues*
 - illuminate conflicts issues*
 - provide the means for resolving conflicts issues.*
2. In the *Poyner* case, the potential conflicts issue arose:
 - when the Altman firm took on representation of a new client*
 - when the firm took on a lateral hire*
 - when one of the defendants discharged the firm.*
3. In *Poyner*, defendant Cox claimed that the Altman firm:
 - had failed to check for a potential conflict*
 - had favored the interests of some defendants over others*
 - had failed to screen a conflicted lawyer.*
4. Judge Baer's's decision in *Munich Reinsurance* stands for this principle:
 - arbitrators may decide matters of attorney discipline*
 - matters of attorney discipline are substantive and reserved for the courts*
 - arbitrators must refer all issues of attorney discipline to the courts.*
5. In *1199 SEIU*, the arbitrator:
 - issued an award in favor of the Union's Pension and Education Fund*
 - held that the Fund's attorneys had a conflict of interest*
 - found that there was no arbitrable issue.*
6. In *1199 SEIU*, the court considered the employer's motion to vacate the arbitrator's award because:
 - the Pension Fund had obtained the award illegally*
 - the Fund was represented by a lawyer who had previously represented the employer*
 - the employer's attorneys were also Trustees of the Fund*
7. The Magistrate Judge in *1199 SEIU* decided against the employer on the grounds that:
 - the arbitrator's award was final and conclusive under the parties' collective bargaining agreement*
 - there was no evidence that the arbitrator had been influenced by counsels' conflict*
 - it had missed the 90-day deadline for a motion to vacate the award.*
8. *1199 SEIU* stands for the following principle:
 - an attorney's conflict in an arbitration proceeding renders the arbitrator's award invalid*
 - an arbitrator's award will be vacated only if there is clear and convincing evidence that a lawyer's conflict rendered the award "unfair"*
 - conflict by a lawyer in an arbitration proceeding creates a presumption of unfairness.*
9. The word "secondment" applies when:
 - a company's board of directors reviews a decision by the CEO*
 - a motion made at a meeting is endorsed or co-sponsored by someone*
 - a lawyer in a law firm is farmed out to a client of the firm.*
10. One benefit of secondment is that the seconded lawyer:
 - can build stronger ties to the client*
 - is relieved temporarily of the stress of practice within the firm*
 - becomes privy to the secrets and confidences of the client.*
11. The secrets of her host organization will be imputed to the other lawyers in the firm from which the seconded lawyer came if:
 - she divulges even one of the host's secrets to another member of the law firm*
 - she continues to be associated with the law firm during the secondment*
 - she performs any of her services for the host in the offices of the law firm.*

12. If a seconded lawyer remains associated with her law firm, lawyers in the host organization:
- may nevertheless represent the host in a matter adverse to a client of the law firm*
 - may assign the seconded lawyer to work only on matters without risk of raising conflicts*
 - are prevented from undertaking a matter adverse to a client of the law firm.*
13. Whether or not a seconded lawyer remains associated with her law firm depends in part on:
- the extent to which the seconded lawyer has access to the secrets and confidences of the law firm*
 - whether the seconded lawyer meets or associates frequently with other lawyers in the firm*
 - whether the law firm has other clients in the same industry as the host organization.*
14. At the end of her secondment, a seconded lawyer may not:
- send or receive e-mail messages through her law firm's server*
 - return to her law firm*
 - continue to work with other members of the law firm on matters for the host organization.*
15. When the agreement between the host organization and the law firm will provide for payment of the seconded lawyer's services by the organization:
- the services should be charged at the same rate as the lawyer's billing rate at the firm*
 - the services should be charged at the same rate as for a lawyer of comparable skills within the organization*
 - the law firm should advise the host to consult with an independent lawyer.*

16. To avoid the imputation to the host organization's lawyers of conflicts with the law firm's clients, the organization should insist on:
- getting a list of the law firm's clients, past and present, from the seconded lawyer*
 - assign the seconded lawyer only to matters without any risk of conflict*
 - supervise the second lawyer closely to discourage conflicts.*
17. When a seconded lawyer returns to her law firm, she should
- refrain from rendering any further services for the host organization*
 - confine her practice to service of the host organization*
 - retain a record of all services supplied to the host organization.*
18. 22 NYCRR Part 137 applies to
- domestic relations matters*
 - all civil matters except domestic relations matters*
 - all civil matters involving fee disputes between \$1,000 and \$50,000.*
19. Part 137 provides the client in a fee dispute with:
- an opportunity to arbitrate the dispute*
 - resolution of the dispute in final and binding arbitration*
 - mediation of the dispute.*
20. The arbitrator's award in a fee dispute may be completely nullified:
- by the court's review and modification of the record in the arbitration*
 - by the court in a trial de novo of all the issues*
 - by the arbitrator on his own motion.*

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