

Self-Assessment Test

May 2002

New York Professional Responsibility Report

Receive one-half hour of CLE credit in Ethics and Professionalism by reading the May 2002 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. Only the person or entity responsible for payment of fees to the lawyer who defends against an insured personal injury claim is deemed "a client" for purpose of the rule requiring letters of engagement.
 True False
2. Only the person or entity responsible for the payment of the attorney's fees in liability litigation is deemed a "client" for purposes of the rules requiring letters of engagement.
 True False
3. Under the general view of the courts in New York, the primary client in the defense of a claim under a liability insurance policy is:
 the insurer the insured
4. In the opinion of Professor Simon, most "run of the mill" liability defense services, such as in personal injury cases, fall within the definition of legal services of the "same general kind" for purposes of the letter-of-engagement rule.
 True False
5. One of the subjects which must be covered in a letter of engagement is:
 the division of responsibility between lawyer and client
 a list of all the lawyers in a firm who may render services to the client
 notice of the client's right to arbitration of fee disputes
6. Professor Simon recommends that the letter of engagement issued by the lawyer who defends against an insured personal injury claim be sent:
 only to the insured
 only to the insurer
 to both the insured and the insurer
7. ABA Formal Opinion 93-379 (1993) recommended that law firms obtain the agreement and consent of clients before marking up the cost of incidental charges incurred in connection with the firms' services.
 True False
8. The ALI Restatement of the Law Governing Lawyers (2000) would prohibit charges to the client for such general office and overhead expenses as secretarial services without the consent of the client or unless the client is familiar from past experience with the lawyer of the practice of imposing such charges.
 True False
9. Many courts, including courts in New York, have questioned whether a law firm may seek reimbursement from the client of expenses related to computer-assisted legal research.
 True False
10. In his article on billing for computer-assisted legal research, Steven Krane recommends that clients be notified of a law firm's intention to charge a client for an allocation of overhead expenses in
 the letter of engagement
 the firm's first invoice to the client
11. Under DR 2-109(A), a New York lawyer may never present a claim if he knows in advance that the claim is not warranted under existing law.
 True False
12. New York lawyer must accept employment from any person who consults him and who has a reasonable need for legal services.
 True False

13. In his article on difficult clients, Hal Lieberman defines the "Rambo" client as a client who is likely to lead the lawyer to unethical conduct by harassing the adversary.

True False

14. Under DR 2-110, a lawyer who withdraws from employment by the client is required to refund to the client any fee paid in advance that has not been earned.

True False

15. Under most circumstances, a lawyer may not withdraw from employment in a pending litigation without the court's consent.

True False

16. The Kassis case stands for the following rule:

- A lawyer may not represent two existing clients with adverse interests
- A lawyer may not represent a new client in the same industry as an existing client
- A lawyer may not represent a client with interests materially adverse to the interests of a former client in the same or a substantially related matter.

17. If a lawyer in a firm is disqualified from representing a client in a matter, all other lawyers in the firm are automatically disqualified from the representation.

True False

18. In considering whether the disqualification of one lawyer in a firm will be imputed to the other lawyers in the firm, the court will usually consider whether the disqualified lawyer has information which is material to the litigation.

True False

19. In considering the imputation of disqualification from one disqualified lawyer in a firm to other lawyers in a firm, the court will usually consider (select all that apply):

- the size of the firm
- the location and accessibility of client files
- whether the other lawyers know any confidences of the former client

20. In considering a motion to disqualify an entire firm by imputation from the disqualification of one lawyer in the firm, the court will consider the extent to which the firm has maintained adequate screening measures.

True False

New York Professional Responsibility Report, LLC

© Copyright 1998-2002
ISSN #1523-8415
The New York Professional Responsibility Report is an independent newsletter, published monthly at: 1328 Boston Post Road, Larchmont, New York, 10538.
Editorial Questions: 914-834-0098.
Subscriber services, toll free, 888-693-8442. Fax: 914-833-9392.
E-mail: subscriptions@nypr.com.

Publisher & Managing Editor:
Lazar Emanuel

Subscription price,
\$245/yr. in U.S.; Canada, plus \$15; UK and other, plus \$40, US funds. Single issue, \$25, prepaid. Photocopying or reproduction is a violation of copyright law and is prohibited without permission of the publisher, even for internal use. Violators risk criminal penalties and damages.

Chief Editorial Advisor:
Roy Simon

Production Coordinator:
Christopher O'Hara

Only experienced lawyers may earn CLE credits by reading NYPRR and completing the monthly self-assessment test. Newly admitted lawyers may not earn CLE credits in this way.

To receive CLE credit certification, payment must be submitted with test.

Mail to: NYPRR
1328 Boston Post Road
Larchmont, NY 10538

- \$15.00 check enclosed Credit card charge \$15.00
- Visa
 - AMEX
 - Mastercard

Card # _____

Exp. date: _____

Your Name _____

Firm/Company _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail Address _____

Signature _____ Date _____