

SUMMARY OF ADMONITIONS

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Reprinted from *Bench & Bar of Minnesota* (May/June 1984)

This month's column summarizes ten admonitions issued by my office in 1983. The standard for issuance of an admonition is unprofessional conduct of an isolated and non-serious nature. *See* Rule 8(c)(2), Rules on Lawyers Professional Responsibility (RLPR). My office issued 66 admonitions in 1983. As in previous years, the largest percentage of admonitions in 1983 were issued for neglect. Conflicts of interest, attorneys' liens, communications with adverse parties and attorney misrepresentations also accounted for a large number of admonitions.

1. Attorney Guarantee of Financial Assistance to Client

Attorney represented client in dissolution proceedings. Stipulation provided that client pay spouse a fixed amount in four equal installments. This was an integral part of the stipulation, and attorney agreed to guarantee personally client's payment to spouse. Respondent's actions were not within the exceptions outlined in DR 5-103(B)(1) or (2) and thus violated DR 5-103(B), which prohibits a lawyer from advancing or guaranteeing financial assistance to client.

2. Attorney Registration Fees

Attorney failed to pay registration fees until two and one half months after due date. Attorney practiced law during the two and one half month period, in violation of Rule 3, Rules of the Supreme Court for Registration of Attorneys. Rule 3 provides that upon failure to pay registration fee, the right to practice law is automatically suspended, and no individual is authorized to practice law while in default. Attorney's conduct in practicing law, and use of advertisement holding himself out as an attorney at law while in default, constituted unauthorized practice of law in violation of DR 3-103(B).

3. Professional Conduct

Following court appearance, attorney asked a question of adverse party. Party replied that attorney would have to talk to counsel for the party. Attorney responded with profanity directed at adverse party. Attorney's impolite and discourteous treatment of adverse party constituted unprofessional conduct in violation of DR 1-102(A)(6).

4. Attorney Conduct Regarding Complaint Process

Ethics complaint filed against attorney resulted in determination that discipline was not warranted. Complainant appealed determination pursuant to Rule 8(d), RLPR, which authorizes appeals. Attorney wrote complainant's attorney, threatening to file a defamation suit against complainant, unless complainant withdrew his appeal. Rule 21, RLPR, provides that a complaint may not serve as a basis for liability in any

civil lawsuit. The rationale of Rule 21, RLPR, is to prevent attorneys from intimidating complainants into not filing a complaint, withdrawing their complaint, or using civil suits as leverage to prevent complainants from exercising their appeal rights. Respondent's threat had a potentially chilling effect on complainant's willingness to exercise his rights under the RLPR. Respondent's conduct, therefore, was prejudicial to the administration of justice in violation of DR 1-102(A)(5).

5. Payment of Bills

Attorney represented client in dissolution action. Attorney and client failed to pay for copy of deposition, despite numerous billings over a one and one half year period. Attorney assured party that client would make payment, but payment was not made. Party received a default judgment in conciliation court against attorney, which has not been satisfied. Attorney's conduct violated DR 1-102(A)(4), (5) and (6).

6. Compensation for Legal Services

Attorney represented client in the purchase of a house from complainant. Attorney entered into fee agreement with client based on estimate of total fees for real estate transaction. Attorney corrected complainant's deed and made several telephone calls. Attorney charged complainant a fee in addition to the fee received from attorney's client. Complainant disputed attorney's fees. Attorney's responded that he had worked on behalf of complainant. Attorney's conduct violated either DR 5-107(A)(1) or DR 5-105(A). If complainant was not attorney's client, his conduct violated DR 5-107(A)(1) since he received compensation from one other than client. If complainant was attorney's client, attorney represented clients with differing interests in violation of DR 5-105(A).

7. Tape Recording Without Disclosure or Consent

Attorney was retained to probate estate of client's father. Client and spouse met with attorney in his office. During the meeting, client's spouse discovered attorney was recording their conversation without their knowledge. Attorney's conduct in recording the meeting without prior notice to those present is deceptive and violates DR 1-102(A)(4). *See also* ABA Formal Opinion 337 (1974).

8. Client Files

Client requested that attorney return file documents. Attorney returned file documents to client over one month later and was thereafter terminated. Six months later, attorney informed former client he had lost some of client's documents during a move. Another six months later, attorney located file documents and returned them to former client. Although attorney's withholding of documents may not have been intentional, its impact to the client is the same. Attorney's conduct violated DR 2-110(A)(2) and DR 9-102(B)(4), which places the burden of safekeeping on attorney.

9. Interest on Fees

Client retained attorney for dissolution. Attorney notified client that a six percent finance charge would be added to her unpaid bill. For the next two years, client made regular payments and was charged six percent interest. Client then received statement from attorney reflecting a 12 percent finance charge, without prior notice. Consumers are entitled to fifteen days notice prior to any change in a credit agreement. Attorney's undisclosed unilateral increase in the interest rate violated DR 2-106(A).

10. Withdrawal of Disputed Client Funds

Attorney represented client in dissolution proceeding in which a stipulated settlement was reached. Client was awarded contract for deed payments held in attorney's escrow account. Client disputed attorney's bill, requested an itemized statement, and later discharged attorney. Thereafter, attorney withdrew his "fees" from escrow account. Attorney's conduct violated DR 9-102(A)(2), which prohibits withdrawal of funds from trust account while fee dispute is pending.