

L.E.I. No. 2005-01**WHETHER AN AGREEMENT TO ABIDE BY
INSURANCE COMPANY IMPOSED BILLING GUIDELINES
VIOLATES THE RULES OF PROFESSIONAL CONDUCT?**

The Lawyer Disciplinary Board has received a request for a formal advisory opinion “as to whether an agreement to accept and abide by billing requirements and guidelines imposed by a liability insurer for the client would violate the Rules of Professional Conduct.”

The request summarizes the background as follows:

In recent years, there has been a trend toward the adoption of ever more restrictive and onerous insurer policies, guidelines and programs of ‘litigation management’, presented as being for the purposes of cost containment, quality control or efficiency. They are usually unilaterally imposed on a ‘take it or you do not get the work’ scenario. Generally, the client is not a party to, or even aware of, the requirements or limits, unless the attorney informs them.

...

“The insurer ‘guidelines’ typically include requirements that the attorney secure approval from a claims representative before undertaking activities such as employing experts, scheduling depositions, undertaking research and investigation, or filing motions and appeals. Some ‘guidelines’ dictate the use of personnel within the attorney’s office as appropriate for certain tasks, and put limits on time to be devoted to discovery, research, investigation, motions or travel. In many areas and activities of legal services, the guidelines impose compliance with every requirement as a condition of payment. Any point of arguable ‘non-compliance’ then becomes the basis for a challenge or unilateral adjustment, imposed after the fact when the billing invoice has been submitted. ... As you can imagine, many West Virginia attorneys find themselves engage in a daily struggle to do what is appropriate and necessary for their clients, while avoiding any technicality or formality on which payment or reimbursement will be refused. That struggle has now reached such proportions that counsel’s independence is routinely put at risk, and the quality of the services being provided to our clients is being threatened on a daily basis.”

DISCUSSION

The party submitting the request has provided to the Board copies of guidelines and policies from seven different insurers, as examples. Some of the guidelines supplied to the Board are relatively brief and, in some instances, general in content; others are quite extensive and specific.

Many of the insurance companies' guidelines pertain to the logistics of such things as reporting and billings. Those provisions are not at issue or addressed in this opinion.

At issue are the guidelines of insurance companies that directly affect, or indirectly tend to affect, the manner in which an attorney performs professional services and exercises professional judgment. Particularly troublesome are guidelines that limit discussions among attorneys in a law firm, curtail research and preparation of court filings, discourage travel whether reasonably necessary or not, or dictate who is to perform certain tasks. Examples of such troublesome guidelines are (quoting from the copies of various insurer's guidelines that the inquirer has submitted to the Board):

- “Routine, computerized pleadings (‘boiler plate’) should be billed at .10 hours or actual preparation time, whichever is less.”
- “Time and expenses allocated to ... internal consults ... and interoffice conferences should not be charged.”
- “Depositions, hearings, motion dockets, or meetings in preparation for trial should be covered by one attorney”
- “[The insurer] will not pay fees and/or expenses associated with the following:
 - ...
 - Legal research and/or preparation of motions which exceed three total hours, unless approved in advance ...
 - ...
 - Proofreading, editing mistakes, reworking, redrafting, and textual changes necessitated by substandard work product (edits/revisions in work is only billable if new information is obtained or if requested by [the insurer]).
 - ...

Work that could have been more cost effectively performed [by the insurer's] personnel, unless approved in advance”

- “Counsel may engage outside investigative agencies only with specific, documented, direction by the claim representative in advance of the engagement.”
- “Prior consultation with the claim representative is required for any of the following:
 - ...
 - Undertaking any research project;
 - ...
 - Preparing for trial.”
- “[The insurer] considers local time spent traveling as part of a law firm’s overhead, and will not pay for local travel time. **A claim representative cannot waive this guideline.**” (Bold in original)
- “We require that you conduct prior consultation before scheduling any depositions.”
- “You must consult with [the insurer] before conducting any legal research.”
- “We should not be charged for routine legal research. Legal research concerning matters of common knowledge among reasonable experienced counsel in the locale is considered to be routine or elementary and, therefore, is non-chargeable.”
- “It is expected that paralegals or junior associates will be utilized in research matters.”
- “Local travel, defined as travel less than 100 miles roundtrip [is] a cost integral to running the law firm. It is therefore overhead.”
- “[The insurer] will not pay for fees associated with time spent traveling unless outside counsel works on [the insurer’s] business while doing so, or unless agreed to in advance by lead inside counsel.”
- “[The insurer] will not pay any fees and/or expenses associated with or exceeding the following:
 - ...
 - Legal research and/or preparation of motions which exceeds [sic] .5 hours, unless approved in advance ...
 - ...

More than one attendee at a trial, hearing, court appearance, arbitration, mediation, deposition, third-party meeting, conference call, or any similar event unless approved in advance ...”

- “You must have approval prior to initiating any of the following:
 1. All discovery including depositions, interrogatories, requests to produce and requests for admissions;
 2. All motions;
...
 5. All legal research requiring more than 1/2 hour”

At least three rules of the Rules of Professional Conduct are implicated in a review of such guidelines. Rule 1.8(f) provides as follows:

(f)A lawyer shall not accept compensation for representing a client from one other than the client unless:

- (1) The client consents after consultation;
- (2) There is no interference with the lawyer’s independence of professional judgment or with the client-lawyer relationship; and
- (3)Information relating to representation of a client is protected as required by Rule 1.6.

(Underlining added.) It is noted that the use of the conjunctive “and” requires that all three conditions be met. Included in the Comment to Rule 1.8 is the following:

Paragraph (f) requires disclosure of the fact that the lawyer’s services are being paid for by a third-party. Such an arrangement must also conform to the requirements of Rule 1.6 concerning confidentiality and Rule 1.7 concerning conflict of interest.

Rule 1.7(b) provides:

(b) A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer’s responsibilities to another client or to a third-party, or by the lawyer’s own interests, unless:

- (1) the lawyer reasonably believes the representation

will not be adversely affected; and
(2) the client consents after consultation.

(Underlining added.) Again, the use of the conjunctive “and” requires that both conditions be satisfied. The Comment to Rule 1.7 includes the following:

Loyalty to a client is also impaired when a lawyer who cannot consider, recommend or carry out an appropriate course of action for the client because of the lawyer’s other responsibilities or interests. ... The critical questions are the likelihood that a conflict will eventuate and, if it does, whether it will materially interfere with the lawyer’s independent professional judgment in considering alternatives or foreclose courses of action that reasonably should be pursued on behalf of the client.

...

A lawyer may be paid from a source other than the client, if the client is informed of that fact and consents and the arrangement does not compromise the lawyer’s duty of loyalty to the client. See Rule 1.8(f). For example, when an insurer and its insured have conflicting interests in a matter arising from a liability insurance agreement, and the insurer is required to provide special counsel for the insured, the arrangement should assure the special counsel’s professional independence.

Perhaps most pointedly pertinent to the issue is Rule 5.4(c):

(c) A lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal service for another to direct or regulate the lawyer’s professional judgment in rendering such legal services.

The Comment to Rule 5.4 states, in part,

When someone other than a client pays the lawyer’s fee or salary, ... that arrangement does not modify the lawyer’s obligation to the client. As stated in paragraph (c), such arrangement should not interfere with the lawyer’s professional judgment.

In addition, the Comment to Rule 1.5, which relates to attorneys’ fees, states as follows:

An agreement may not be made whose terms might induce the lawyer improperly to curtail services for the client or perform them in a way contrary to the client’s interest.

It might be suggested that the troublesome guidelines do not actually preclude the attorney from exercising unfettered professional judgment and undertaking activities and performing services contrary to the guidelines, because the only consequence to the attorney is nonpayment (or partial nonpayment) by the insurer and, perhaps, loss of future referrals from the insurer. But, such an argument ignores reality. In a utopian world, an attorney would not be influenced by economic considerations; in the real world, however, it would be naive to believe that economic consequences do not impinge upon an attorney's exercise of professional judgment. Indeed, albeit in a somewhat different context, the Lawyer Disciplinary Board has previously discussed this dichotomy between an ideal world and reality, and the Board has recognized that in the real world personal economic considerations may affect an attorney's professional judgment: "decisions often involve the exercise of judgment that may be influenced, consciously or unconsciously, by the pressures inherent in an employer-employee relationship, particularly where the employment relationship is 'at will' and there are no guarantees of job security." See L.E.I. 99-01, "Ethical Proprietary of Insurance Company Captive Law Firms". Although that L.E.I. involved attorneys working for insurance companies' "captive" law firms, the logic is equally applicable to outside counsel who depend for their livelihood on payment from insurers.

Legal ethics authorities in several other jurisdictions have reviewed this issue. Some have recognized the attorney's conundrum, but have merely cautioned that attorneys need to exercise care without providing any practical resolution or specific guidance. See, for example, Formal Opinion 107 by the Ethics Committee of the Colorado Bar Association adopted September 18, 1999; Florida Bar Staff Opinion 20591, December 31, 1997; State Bar of Wisconsin Ethics

Opinion E-99-1, "Ethical Risks Inherent In Representing Both Insureds And Insurers".

Others have opined that a lawyer may follow insurance companies' guidelines if the client consents after being informed. See, Informal Opinion No. 980188, from the Office of Chief Disciplinary Counsel of the Missouri Bar; 98 Formal Ethics Opinion 17, North Carolina State Bar, January 15, 1999; Ethics Opinion 1723. As the inquirer notes in his letter to the Board, however,

This conclusion begs the question of whether a 'fully informed' discussion would have to include advice that many provisions are inherently restrictive and thus a recommendation against giving consent.

Legal ethics authorities in several states have concluded that guidelines of the sort quoted above do interfere with an attorney's independent professional judgment and, accordingly, an attorney may not ethically agree to abide by such guidelines. Opinion No. 99-18 of the Rhode Island Supreme Court Ethics Advisory Panel (issued October 27, 1999) states,

The litigation management guidelines submitted to the Panel in this inquiry contain provisions which in the opinion of the Panel interfere with the independent professional judgment of defense counsel and ultimately with the quality of legal services provided to the insureds. As such, the inquiring attorney and his/her lawyer firm may not ethically agree to abide by these guidelines in their entirety.

In reaching its conclusion, the Rhode Island Panel noted, "It is reasonably apparent to this Panel that certain of the guidelines under consideration, even though intended to achieve cost efficiency, infringe upon the independent judgment of counsel and induce violations of our rules."

In Opinion No. 99-01 of the Iowa Supreme Court Board of Professional Ethics and Conduct (dated September 8, 1999), it is stated,

It is the opinion of the Board that: (1) it would be improper for an

Iowa lawyer to agree to, accept or follow Guidelines which seek to direct, control or regulate the lawyer's professional judgment or details of the lawyer's performance; dictate the strategy or tactics to be employed; or limit the professional discretion and control of the lawyer.

The Legal Ethics Committee of the Indiana State Bar Association, in Opinion 3 of 1998, stated,

The terms of the specific [insurance company] contract that prompts the ethical inquiry do infringe upon the professional and independent judgment of defense counsel, and upon the quality of legal services that may be provided. The defense attorney may not ethically enter into such an agreement.

And, in the very specific Syllabus of Opinion No. 2000-3 of the Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio (dated June 1, 2000) it was stated,

It is improper under D.R. 5-107(B) for an insurance defense attorney to abide by an insurance company's litigation management guidelines in the representation of an insured when the guidelines directly interfere with the professional judgment of the attorney. Attorneys must not yield professional control of their legal work to an insurer.

Guidelines that restrict or require prior approval before performing computerized or other legal research are an interference with the professional judgment of an attorney. ...

Guidelines that dictate how work is to be allocated among defense team members by designating what tasks are to be performed by a paralegal, associate or senior attorney are an interference with an attorney's professional judgment. ...

Guidelines that require approval before conducting discovery, taking a deposition, or consulting with an expert witness are an interference with an attorney's professional judgment.

(The provision of the Code of Professional Responsibility cited in the Ohio decision — DR 5-107(B) — is identical to Rule 5.4(c) of the West Virginia Rules of Professional Conduct.)

Additionally, the Supreme Court of Appeals of West Virginia, stated in Barefield v. DPIC Companies, Inc., 215 W.Va. 544, 600 S.E.2d 256 (2004), amongst other things, that a defense attorney is ethically obligated to exercise independent professional judgment in the defense of a client. Moreover, the court stated that an insurance company possesses no right to control the methods or means chosen by the attorney to defend the insured.

The Lawyer Disciplinary Board concurs in the logic and conclusions of these opinions and the Barefield decision.

The guidelines that are quoted earlier in this opinion, by their very nature, interfere with an attorney's exercise of independent professional judgment. Although the apparent purpose of these guidelines is to effect economy, the ineluctable result is to constrain or limit an attorney's exercise of independent professional judgment, either by (1) precluding payment for certain activities (even if the attorney deems the activities to be appropriate) or (2) requiring the attorney to submit to "second guessing" of the attorney's judgment and decisions and then precluding payment if the attorney acts in a manner contrary to such "second guessing". Even those guidelines that provide that travel time is either non-payable or payable at a reduced rate create economic pressure on an attorney to elect to not engage in investigation, discovery, or motion practice that, in the absence of such pressure, the attorney might be more inclined to consider prudent and to undertake.

At first blush, Rules 1.8(f) and 1.7(b) might appear to allow an attorney to agree to and operate under insurance company guidelines of the sort in question if "the client consents after consultation". However, the use of the conjunctive "and" in both of those Rules requires that, in addition to obtaining client consent after consultation, there must also be "no interference with

the lawyer's independence of professional judgment" (Rule 1.8(f)(2)) and the lawyer must reasonably believe "the representation will not be adversely affected" (Rule 1.7(b)(1)). Accordingly, merely obtaining client consent after consultation would not resolve the problem. Moreover, as the inquirer astutely observes in his letter to the Board, the appropriate scope and content of an attorney's "consultation" with a client regarding the issue would be extremely difficult to determine.

Furthermore, although Rules 1.8(f) and 1.7(b) might appear to provide some "wiggle room" by obtaining a client's consent, Rule 5.4(c) does not: "A lawyer shall not permit a person who ... pays the lawyer to render legal service for another to direct or regulate the lawyer's professional judgment in rendering such legal services."

CONCLUSION

It is the opinion of the Lawyer Disciplinary Board that when an attorney is retained and paid by an insurance company to defend an insured, the attorney cannot ethically agree to adhere to insurance company guidelines of the sort that are quoted above in this opinion or, in a more general sense, guidelines that

- (1) Dictate how work is to be allocated among defense team members by designating what tasks are to be performed by a secretary, paralegal, associate, or senior attorney;
- (2) Restrict or require approval before conducting discovery, engaging in motion practice, preparing for trial, or otherwise performing substantive work with respect to the matter for which the attorney has been engaged; or
- (3) Otherwise impose a financial penalty or create an economic disincentive with respect to the lawyer's exercise of independent professional judgment.

The Board cautions, however, that it is not the intent of this opinion to suggest that an attorney who is engaged and paid by an insurance company has, in essence, an open checkbook

or unlimited carte blanche discretion. Rule 1.5(a) states, “A lawyer’s fees shall be reasonable.” Furthermore, an attorney is always obligated to exercise his or her professional judgment in a reasoned and reasonable manner.

Approved by the Lawyer Disciplinary Board this date, February 4, 2005.

David A. Jividen, Vice -Chairperson
Lawyer Disciplinary Board



[Home](#)
[WV State Bar](#)
[Members](#)
[YLS](#)
[MCLE](#)
[Public Information](#)
[WV Bar Foundation](#)
[About](#)

Legal Ethics Opinions

[Printer Friendly Version](#)

West Virginia Lawyer Disciplinary Board Legal Ethics Inquiries [L.E.I.s] [Formal Opinions of the Lawyer Disciplinary Board]

CHRONOLOGICAL INDEX

2005-01	WHETHER AN AGREEMENT TO ABIDE BY INSURANCE COMPANY IMPOSED BILLING GUIDELINES VIOLATES THE RULES OF PROFESSIONAL CONDUCT?
2004-01	SUMMARY PROCEEDINGS
2003-01	PRIVATE EMPLOYMENT OF APPOINTED COUNSEL
2002-01	RETENTION AND DESTRUCTION OF CLOSED CLIENT FILES
2001	NO OPINIONS ISSUED
2000-01	THE THREAT OF CRIMINAL PROSECUTION AS A NEGOTIATING TOOL
99-03	NON-REFUNDABLE RETAINERS
99-02	SUBMITTING INSURANCE DEFENSE LEGAL BILLS TO OUTSIDE AUDITORS OR REVIEWERS
99-01	ETHICAL PROPRIETY OF INSURANCE COMPANY CAPTIVE LAW FIRMS
98-03	ATTORNEY ADVERTISING ON THE INTERNET
98-02	WHEN LAWYERS KNOW ABOUT AND/OR COME INTO POSSESSION OF FRUITS OR INSTRUMENTALITIES OF A CRIME
98-01	FIXED OR "FLAT" FEE ARRANGEMENTS FOR INSURANCE DEFENSE WORK [Amended 1999]
97-03	ATTORNEY PARTICIPATION IN PREPAID LEGAL SERVICES PLANS
97-02	CONTINGENT FEE CONTRACTS WITH ORGANIZATION OR INDIVIDUALS OBTAINING EXPERT WITNESSES
97-01	USE OF A TRADE NAME FOR ADVERTISING PURPOSES
96-02	LAWYERS PRACTICING IN LIMITED LIABILITY PARTNERSHIPS OR LIMITED LIABILITY COMPANIES

96-01	"NO RECOVERY-NO FEE" LAWYER ADVERTISEMENTS MUST DISCLOSE CLIENT RESPONSIBILITY FOR LITIGATION COSTS & EXPENSES IN THE SAME ADVERTISEMENT
1995	NO OPINIONS ISSUED
94-04	THE PROPRIETY OF FIRM NAMES WHICH SOUND LIKE A PARTNERSHIP
94-02	DUTIES OF A LAWYER RETAINED PURSUANT TO UNINSURED MOTORIST COVERAGE
94-01	COLLECTION ON OVERDUE ACCOUNTS
93-03	MUNICIPAL JUDGE AS ASSISTANT PROSECUTOR
93-02	FINANCE CHARGES ON DELINQUENT FEE ACCOUNTS
93-01	MULTIPLE REPRESENTATION OF LEGAL SERVICES CLIENTS THROUGH A PRO BONO PROGRAM
92-04	DUTY TO REPORT MISCONDUCT OF AN IMPAIRED LAWYER
92-03	PARTICIPATION BY ATTORNEY IN LIVING TRUST
92-02	ATTORNEY RETAINING LIENS
92-01	IMPUTED DISQUALIFICATION OF PROSECUTING ATTORNEYS
1991	NO OPINIONS ISSUED
90-03	LAWYER REFERRAL/ADVERTISING PROGRAMS
90-02	CONFLICTS OF INTEREST FOR WV PROSECUTORS IN CROSS COMPLAINT PROSECUTIONS
90-01	PROPRIETY OF WEST VIRGINIA PROSECUTING ATTORNEYS PROSECUTING COUNTY PUBLIC OFFICIALS WEST VIRGINIA COUNTY
89-03	CLARIFICATION OF PREVIOUS LEGAL ETHICS INQUIRY 77-3, RE: MUNICIPAL JUDGES
89-02	COPING CHARGES FOR FILES
89-01	CONFLICTS OF INTEREST IN REAL ESTATE PRACTICE
88-03	SETTLEMENT AGREEMENT REQUIRING COMPLAINANTS TO WITHDRAW ETHICS COMPLAINTS
88-02	LIMITATIONS OF OUTSIDE PRACTICE OF CHILD ADVOCATES
87-02	LIMITATIONS ON PRACTICE OF LAWYERS WHO ARE FAMILY LAW MASTERS

87-01	ADVERSE PARTY - DEALING DIRECTLY WITH EMPLOYEES ABA IO 1410
86-03	PROSECUTING ATTORNEY - REPRESENTING A CLIENT HE PREVIOUSLY INVESTIGATED
86-02	CHILD ADVOCATES - LIMITATIONS ON PRACTICE
85-6	CONFLICT OF SPOUSES IN THE CRIMINAL PRACTICE AREA
85-4	POSSIBLE CONFLICTS OF LOYALTY IN HUMAN RIGHTS COMMISSION PROCEEDING
85-3	SERVICE OF PROCESS - ATTORNEY INTERFERING WITH OR CAUSING DELAY IN SERVICE OF CIVIL PROCESS
85-2	LAWYERS SERVING TOGETHER IN A PROSECUTING ATTORNEY'S OFFICE ARE NOT MEMBERS OF A LAW FIRM" FOR PURPOSES OF IMPUTED DISQUALIFICATION
85-1	EMPLOYMENT - ATTORNEYS AS HEARING EXAMINERS
84-5	CONFLICTS OF PROSECUTORS AND ASSISTANT PROSECUTORS IN SAME PRIVATE LAW FIRM
84-4	REFUSAL TO FILE FINAL DIVORCE DECREE UNTIL PAYMENT OF FEES
84-3	LEGAL RESEARCH SERVICE
84-0	DISQUALIFICATION OF PROSECUTING ATTORNEY WHEN ACCUSED IS A FORMER CLIENT
83-12	PROPRIETY OF A PLAINTIFF-ATTORNEY SERVING AS SPECIAL COMMISSIONER IN SALE OF REAL PROPERT
83-11	PROPRIETY OF LAWYER--LEGISLATOR' S REPRESENTATION OF A CLIENT BEFORE THE COURT OF CLAIMS
83-8	REPRESENTATION OF A PRIVATE CITIZEN'S CRIME VICTIMS REPARATION ACT CLAIM BY AN ATTORNEY EMPLOYED BY THE STATE
83-6	ADVANCEMENT OF EXPENSES BY A LEGAL AID SOCIETY
83-5	COMPENSATION OF COUNSEL APPOINTED TO DEFEND INDIGENT CLIENT
83-4	PROPRIETY OF PROSECUTING ATTORNEY'S REPRESENTATION OF CLAIMANT IN A MATTER BEFORE THE COURT OF CLAIMS
83-3	GENERALLY A LAWYER MAY NOT ETHICALLY PREPARE A WILL IN WHICH THE LAWYER IS NAMED AS A

	BENEFICIARY OR GRANTEE
<u>82-1</u>	CONTINGENT FEE FOR COLLECTION OF CHILD SUPPORT ARREARAGES
<u>81-10</u>	CLASS ACTIONS; CONFLICTS OF INTEREST; COURT APPOINTED LAWYERS; DISQUALIFICATION
<u>81-9</u>	SPECIAL PROSECUTING ATTORNEY'S REPRESENTATION OF OTHER CLIENTS
<u>81-4</u>	PRIVATE EMPLOYMENT OF STAFF ATTORNEY OF PUBLIC SERVICE COMMISSION
<u>81-3</u>	PROPRIETY OF ACCEPTANCE OF APPOINTMENT BY CITY ATTORNEY IN CERTAIN JUVENILE CASES
<u>80-4</u>	MAY A STATE EMPLOYEE WHO IS AN ATTORNEY SUE THE STATE FOR A PRIVATE CITIZEN AND RECOVER HIS LEGAL FEE FROM THE STATE?
<u>80-3</u>	LEGAL ADVERTISING: LAW FIRM SPONSORSHIP OF EDUCATION COURSES
<u>80-1</u>	PROPRIETY OF LAW FIRM REFERRAL OF ITS OVERDUE CLIENT ACCOUNTS TO COLLECTION AGENCY
<u>79-16</u>	WITHDRAWAL - ATTORNEY WITHDRAWING FROM A CASE
<u>79-13</u>	CONFLICT OF INTEREST - REPRESENTED A CLIENT AND FIRM REPRESENTED THE CORPORATION EARLIER
<u>79-6</u>	EMPLOYMENT - RETAINED BY A COLLECTION AGENCY
<u>79-3</u>	CONFLICT OF INTEREST - MUNICIPAL JUDGE REPRESENTING CRIMINAL DEFENDANTS
<u>78-20</u>	CONFLICT OF INTEREST - DISQUALIFICATION OF ATTORNEY IN CIRCUIT COURT PENDING LITIGATION
<u>78-19</u>	CLIENT FRAUD - AGAINST ADMINISTRATIVE TRIBUNAL
<u>78-18</u>	EMPLOYMENT - APPOINTED TO HEAR CIVIL MATTERS OF B&O TAXES
<u>78-17</u>	MATTER WAS REVIEWED AND ANSWERED BY FORWARDING 76-3 AND 78-1 AND A LAW REVIEW ARTICLE ENTITLED "LEGAL ETHICS AND THE PROSECUTING ATTORNEY"
<u>78-16</u>	WITHDRAWAL - ATTORNEY WITHDRAWING FROM A CASE
<u>78-15</u>	EMPLOYMENT - APPOINTED TO REPRESENT AN INDIGENT

78-14	ATTORNEY GENERAL - NOT TO ACCEPT COURT APPOINTMENTS
78-13	REQUEST TOO BROAD - COMMITTEE DECLINED TO GIVE OPINION (11/79)
78-12	MUNICIPAL JUDGES - REPRESENTING CRIMINAL DEFENDANTS
78-11	PARTNERSHIPS - OUT OF STATE AND IN STATE FORMING PARTNERSHIP
78-10	ELIMINATED AS LEI - SEE LEC 78-37 FOR FURTHER EXPLANATION
78-9	REAL ESTATE - EMPLOYMENT OF ATTORNEYS BY PARTIES
78-8	78-8 LEGAL ADVERTISING - DISTRIBUTING 4-H PAMPHLETS TO CLIENTS
78-7	FEES - FINANCE CHARGES ON DELINQUENT ACCOUNTS
78-6	EXPEND FUND TO LOCATE MISSING CLIENTS
78-5	PARTNERSHIPS - ATTORNEY AND COURT REPORTER
78-4	EMPLOYMENT - CRIMINAL DEFENSE COUNSEL'S DUTY OF DISCLOSURE
78-2	PROPRIETY OF A PROSECUTING ATTORNEY OR HIS ASSISTANTS IN ACCEPTING EMPLOYMENT ON BEHALF OF CLAIMANTS IN PERSONAL INJURY LITIGATION ARISING OUT OF MOTOR VEHICLE ACCIDENTS
78-1	PROSECUTING ATTORNEY - ASSISTANT PROSECUTING ATTORNEY BEING AN ATTORNEY AGAINST BOARD OF REGENTS
77-11	LEGAL ADVERTISING - ANNOUNCEMENT OF SPECIALIZATION BY LAWYER - CPA
77-9	PROSECUTING ATTORNEY - PROSECUTING ATTORNEY REPRESENTING CLAIMANT BEFORE WORKER'S COMPENSATION COMMISSION
77-8	LEGAL ADVERTISING - ADVERTISING SPECIALIZATION ON BUSINESS CARDS/LETTERHEAD
77-7	CONFLICT OF INTEREST - REPRESENTING BOTH SPOUSES IN IRRECONCILABLE DIFFERENCES DIVORCE
77-6	LEI WAS WITHDRAWN AND THE FILE CLOSED 2/15/78
77-5	NO OPINION ISSUED BY COMMITTEE - HYPOTHETICAL SITUATION
77-4	COMPLAINT AGAINST ATTORNEY. SEE FILE

<u>77-3</u>	MUNICIPAL JUDGE - REPRESENTING CRIMINAL DEFENDANTS
<u>77-2</u>	EMPLOYMENT - SOLICITATION OF BUSINESS
<u>77-1</u>	EMPLOYMENT - DUAL PRACTICE OF LAW AND ANOTHER BUSINESS OR PROFESSION
<u>76-7</u>	PARALEGALS - ATTORNEYS RESPONSIBLE FOR PARALEGAL'S WORK
<u>76-6</u>	COMMITTEE UNWILLING TO GIVE OPINION DUE TO PERSONAL INTEREST OF ATTORNEY IN CLIENT'S CASE
<u>76-5</u>	EMPLOYMENT - DUAL PRACTICE OF LAW AND ANOTHER BUSINESS OR PROFESSION
<u>76-4</u>	USE OF CREDIT CARDS FOR PAYMENT OF LEGAL FEES AND EXPENSES
<u>76-3</u>	PROSECUTING ATTORNEY - PROSECUTORS ENGAGING IN CRIMINAL DEFENSE IN ADJOINING COUNTIES
<u>76-2</u>	EMPLOYMENT - DUAL PRACTICE OF LAW AND ANOTHER BUSINESS OR PROFESSION
<u>76-1</u>	EMPLOYMENT - DUAL PRACTICE OF LAW IN ANOTHER BUSINESS OR PROFESSION

The West Virginia State Bar

2006 Kanawha Boulevard, East - Charleston, WV 25311-2204

Phone: (304) 558-2456 - Fax: (304) 558-2467

All contents copyright (C) 1995-2003, The WV State Bar. All rights reserved.

Last Revised: 03/01/2005 12:03:45 PM - Send Comments to: webmaster@wvbar.org

URL: http://www.wvbar.org/barinfo/ODC/LEIs/chrono_index.htm