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# Alaska Bar Examination

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MemorandumPART

① Was Greene a partner/Associate of Kingsley for purpose of Rule 200?

Kingsley temporarily hired Greene to assist with the Moreno case.

Greene was hired on a temporary basis and she was not an

Associate nor a partner. The court

held in chambers that a

Totatality of the circumstances

Test is to be used to determine

if the outside Attorney is a

temporary hire or a partner/Associate.

chambers stated "An Associate or

partner works for and not with"

the hiring Attorney. Under the totality of circumstances Analysis

the following <sup>2</sup> factors must be

Addressed: ① other Attorney's supervision,

and the compensation of the temporary <sup>Attorney</sup>;

② direct and indirect control of representation

~~Attorney~~

① other Attorney's supervision + compensation:

IF there is close supervision

and NO contingency compensation

then the Attorney works for the

other Attorney as an Associate or partner.

whereas if there is loose supervision

and compensation is based on a

contingency then there is NO relationship

of an Associate / Partner. In this case there was little and loose supervision and the compensation, while contingent, was paid in Advance. Therefore under this factor the court will probably find she was not a partner or Associate.

## ② Direct and Indirect control of Representation

The court will consider who planned the litigation strategy, if the temporary Attorney worked under the oversight of the other Attorney, whether the Attorney controlled the work environment and whether the Attorney dealt directly

with the client. In this case Kingsley planned the litigation strategy, controlled the work environment and ~~is~~ retained only herself as the sole Attorney for Moreno. Even though Greene did, on occasion visit with Moreno not in the presence of Kingsley, All these factors determine that Greene worked with Kingsley and not for Kingsley as an Associate or partner.

Therefore, if the court does find that Greene was not an Associate

or partner and the Fee split Agreement was valid (see part 2) Kingsley will owe the Remaining \$270,000 to Greene. However if the court finds Greene was a partner or Associate and/or the Fee split agreement was invalid or irrelevant, Kingsley will not owe Greene the extra \$270,000

Part 2

Have the Requirements of Rule 200 For a Fee-splitting Agreement between Kingsley, Greene and Moreno been met?

Kingsley temporarily hired Greene to assist with the Moreno case.

while Greene was a temporary

Atty and not an Associate or partner

they did agree to divide Moreno's

Fee for legal services. Rule 200

states a Fee splitting agreement

with a temporary Attorney or an

Attorney who is not an Associate

or partner can become valid if

2 Requirements are met: ① the client must given written consent after Full disclosure has been given in writing detailing payment and ② the total Fee charged is not increased because of the Fee split arrangement and is not unconscionable.

① client written notice, consent and Full disclosure:

The Fee split agreement was detailed in this case for Moreno via the Fee Agreement and letter dated 10-23-02 she signed. All three



parties were aware of the Agreement, gave full consent, and signed written disclosure. Therefore there is a signed written consent and full disclosure.

② total fee charge not increased:

Both before and after the fee split agreement Moreno knew her cost was  $\frac{1}{3}$  of the settlement. After the fee split agreement the total that Moreno paid was the same with or without the fee split agreement, therefore there is no extra charge

to the client because of the fee split Agreement.

Finally, the court held in Margolin that the purpose of the fee split Agreement is to protect the client to the maximum extent possible. ~~##~~ In this case Moreno paid the same ~~##~~ irrespective of the fee split Agreement.

Therefore the court will probably hold Greene was not an Associate or partner and there was a valid fee split agreement leading to the fact

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that Kingsly will need to pay  
Greene the remaining \$270,000  
on the fee split agreement.

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Burke & Clements, L.L.P.

Attorneys at Law

4333 Skillman Avenue

Dixon, Franklin 33133

MEMORANDUM

TO: Thomas Burke  
FROM: Applicant  
RE: In re Rose Kingsley

The purpose of this memorandum is to analysis the applicable legal authority and explain how the facts of law affect Rose Kingsley and her claim/inquiry of the legality of the request for fee from Karen Green in the amount of \$300,000.

(1) Is Karen Green a partner or associate of Kingsley for the purposes of Rule 200 of the Franklin Rules of Professional Conduct?

Under the Franklin Rules of Professional Conduct -- Rule 200 -- Financial Arrangements Among Lawyers. A lawyer shall not divide a fee of legal services with a lawyer who is temporarily engaged and who is not a partner or associate of the lawyer unless: (1) the client has consented in writing threto after a full disclosure has been made in writing that a division of fees will be made and the terms of the division; and (2) the total fee charges by all lawyers is not increased solely by reason of the provisions for division of fees and is not unconscionable.

NOTE: Rule 200 does not require that the division of fees be in proportion to services by each lawyer or on the basis that each lawyer assumes joint responsibility.

The purpose is to protect the client.

2/5

A. Is Karen Green a partner or associate under the definition of Rule 200?

Karen Green is not a partner or associate of our client Rose Kingsley as described in the statements from Ms. Kingsley. Ms. Green was starting her practice at the time of the agreement. The agreement was for Ms. Green to perform the preliminary investigation and to conduct, respond to any discovery related to the case. Ms. Green accepted this assignment. At no time was Ms. Green's name added as the attorney on record. Ms. Kingsley took additional steps to make sure that there was no face-to-face ~~conduct~~<sup>contact</sup> with Ms. Moreno (client). During this ~~arrangement~~<sup>arrangement</sup> she was provided with office space and worked on a part-time basis on the case. The agreement was that she would be paid \$50.00 an hour and that she would be paid 30% of the fee obtained at the settlement of the case. The amount she was paid prior to settlement would be deducted from the settlement amount.

Under the facts presented Ms. Green is not an associate or partner of Ms Kingsley.

Under ~~this~~<sup>the</sup> facts she cannot collect under Rule 200 — it does not apply.

B. Is the notification to Ms. Moreno sufficient to give notice of fee sharing?

Ms. Moreno was sent a letter dated October 23, 2002 explaining that Ms. Greene would be working on the case, however, the letter fails to indicate a % or dollar amount in writing of the fee split between the two attorneys. ~~Section 111~~

*As any detailed information relating to the split of the attorney's fees was not related to the case.*

Rule 200 specifically states that 'the client has consented in writing thereof after a full disclosure has been made in writing that a division of fees will be made and the terms of the division and the total fee charges by all lawyers is not increased solely by reason of the provisions for division of fees and is not unconscionable.

The letter of October 23, 2002 — does not give disclosure of the division of fees.

The letter references the work that Ms. Greene will be doing for Ms. Kingsley.

3/5

The wording is 'I have engaged Karen Green, a lawyer licensed to practice in Franklin, to assist me in representing you with respect to your claim against Graham-Hadley, Inc., specifically to perform a preliminary investigation, conduct and respond to discovery in any ensuing action, and do any and all other <sup>tasks</sup> ~~tasks~~ and projects agreed upon!

It further states that the agreement will not change any payment agreement that already existed between the two. (Moreno and Kingsley)

The letter fails in the total <sup>disclosure</sup> ~~disclosure~~ of the fee splitting arrangement in that it does not lay out any dollar amount that is to be paid. <sup>on fee splitting agreement</sup>

The argument can be made ~~that~~ <sup>she</sup> by Ms. Green that on <sup>her</sup> ~~here~~ telephone conversation on October 30, 2002 (Note: the Memoerandum sent to Ms. Kingsley detailing the conversatio <sup>covered this agreement</sup>)

In this letter Ms. Greene states that she explained the purpose of the letter and that Ms. Moreno did sign and return the original letter.

The argument against this being sufficient is that the letter still does not have in writing that fee agreement and that MS. Green is not an associate or partner of Ms. Kingsely and that she did not have the <sup>(MS Moreno's)</sup> authority to respond to her <sup>3</sup> questions in this matter, as it was outside of the agreed upon assignments or work between Ms. Greene and Ms. Kingsley.

Rule 200 is a bright-line rule and its purpose is to protect the client. The purpose of the rule is satisfied only with complete compliance with the rule. The disclosure to the client must be in writing, and must be complete, the client is not expected to remember the agreements made by attorneys working on her case. This written disclosure also prevents attorneys from <sup>changing</sup> the meaning of the agreement during the proceedings.

4/5

An important issue that has to be noted in this case is the fact that Ms. Greene walked away from this case when she determined that it was taking too much of her time. At the time of her leaving the discovery required was done and her assistance, as it appeared at that time was no longer needed. The case was carried to completion without the assistance of Ms. Greene. When she left the case there was no further communication between the two attorneys. she had been paid \$30,000 for the work she had done.

In two cases held in the Franklin Court of Appeals:

Chnbers v. Kay -- The attorney was relieved<sup>e</sup> from the case due to a dispute between two attorneys in the handling of the case. Compensation was offered in the amount reflective of the work that Chambers had done. In this case a letter was never sent to the client informing her of the split-fee agreement. Due to the lack of notice<sup>e</sup> in writing the split was denied.

In this case the situation is the same -- in that there is no complete disclosure<sup>e</sup> of the agreement. The client's complete consent was never sought in writing.

Margolin v. Shemaria -- This case also lacked full compliance of the rule.

Rule 200 is not met in the case of our client Rose Kingsley. Ms. Greene was not nor was ever a partner or associate of Ms. Kingsley. Second Ms. Moreno was not provided with a letter in writing of complete disclosure of the fee split agreement. Even though Ms. Greene's memo of November 1,2004 indicated that the conversation was held explainng the split -- the letter of record with the clients signature does not reflect this understanding. ~~The memo also does not re//~~

~~Our clients, /Karen Kingsley, is not obligated to pay the \$300,000 to B~~



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Under the strict requirements of total compliance of Rule 200 our client Rose Kingsley is not obligated to pay Karen Greene beyond the amount that she has already been paid.

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1)

MEMORANDUM

TO: Thomas Burke  
FROM: Applicant  
RE: In re Rose Kingsley

Statement of Facts

Rose Kingsley is a local attorney who agreed to represent Janice Moreno in a personal injury claim against Graham-Hadley, Inc. Ms. Kingsley entered into a retainer agreement with Ms. Moreno providing that she would advance all of the costs and would, in return, receive her customary contingency fee, 33% of any recovery that she might obtain on Ms. Moreno's behalf. Ms. Kingsley soon came to the realization that she required technical assistance with the Moreno case. She contacted another attorney, Karen Greene, who had previously worked as a mechanical engineer and had the technical experience necessary to perform a preliminary investigation and assist with discovery. Ms. Kingsley and Ms. Greene entered into a fee agreement on October 17, 2002. The Fee Agreement provided that Kingsley was to pay Greene 30% of whatever fee Kingsley would receive. The Fee Agreement further provided that Ms. Greene would be paid at the rate of \$50 per hour for work and all sums paid for hours would be deemed an advance on the 30% fee that Greene would receive under the Fee Agreement. The fee agreement was never provided in writing to the client, Janice Moreno. However, Kingsley did send a letter to Ms. Moreno, dated October 23, 2002, indicating that she

had "engaged Karen Green" to assist her in representing Ms. Moreno. The October 23 letter to Ms. Moreno did not specify the terms of the Fee Arrangement between Kingsley and Greene. The letter further indicated that the arrangement between Green and Kingsley would not affect the amount that Ms. Moreno would have to pay. In a subsequent memorandum dated November 1, 2002, Greene indicated that Ms. Moreno called to express confusion over the October 23 letter. Ms. Greene explained the Fee Agreement orally to Ms. Moreno. Insofar as the relationship between Kingsley is concerned, Kingsley stated in her interview that she did not supervise Ms. Greene very much. However, she was the attorney of record, and she insisted that Ms. Greene have no face-to-face contact with the client. While working on the Moreno Case, Ms. Greene made temporary use of a portion of Ms. Kingsley's office. Ms. Greene used Ms. Kingsley's staff and facilities as needed on the Moreno Case.

### Analysis

#### I. Greene is Not an Associate for Purposes of Rule 200 Because She Was Not Highly Supervised and Because She Was Compensated Primarily Based Upon a Contingent Basis

Chambers v. Kay is the primary case addressing the method for determining whether a temporarily engaged lawyer is an associate for purposes of Rule 200 of the Franklin Rules of Professional Conduct. In determining whether a temporarily engaged lawyer works for another lawyer and is therefore an associate for purposes of Rule 200, works with the lawyer and is therefore not an associate, the court will consider the totality of the circumstances. The two primary considerations, however, are "the other lawyer's supervision, and, in particular, the compensation of the temporarily engaged lawyer."

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### Greene Was Not Highly Supervised

According to Chambers, there are four factors in particular that bear on the evaluation of how closely a temporarily engaged lawyer is supervised. These factors are: (1) direct and indirect control of the representation, including litigation strategy; (2) oversight of the temporarily engaged lawyer in legal and factual aspects of a case; (3) control over the working environment; and (4) the relationship with the client.

Here, an objective analysis indicates that a court will conclude that Greene was not highly supervised. First, Kingsley stated in her interview that she did not supervise Green very much. Second, Greene had a considerable amount of control and discretion over the case through the investigation and discovery process. The case did not go to litigation. Third, although Kingsley curbed face-to-face contact between the Greene and the client, it is apparent that this did not substantially affect Greene's relationship with the client. Greene's memo indicates that she spoke with the client over the telephone and even went so far as to explain the nature of her relationship with Kingsley regarding the case. Greene did use Kingsley's office and staff in working on the case; however, it boils down to the fact that Kingsley stated that she had to give Greene a "relatively free hand" because she was an engineering expert. Kingsley's position that she did not really supervise Greene much is critical and would likely lead a court to conclude that Greene was not highly supervised.

### Green Was Compensated Primarily Based Upon a Contingent Fee Basis

The court in Chambers indicated that "the more indicative evidence of the parties'

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relationship is the compensation agreement between the lawyers."

The Fee Arrangement stated that Greene would be paid \$50 per hour, attributable toward a total contingent fee of 30% of Kingsley's award. The case preparation was substantially finished by the time that Greene stopped work. This indicates that, if the fee arrangement is valid, Greene has completed the agreed upon work and should receive her 30% contingency. It is true that Greene has received \$30,000.00 as a result of her \$50 per hour work for Kingsley. However, that amount appears rather small in light of the amount that Greene would be awarded if the Fee Arrangement is effective, \$300,000.00. The court will likely find that the primary motivation for Greene's work was not the \$50 per hour wage, but the contingency fee.

Because Greene was not highly supervised and because she was to be compensated primarily based upon a contingent basis, a court is likely to conclude that she was not an "associate" for the purposes of Rule 200.

## II. The Fee Agreement Does Not Satisfy the Requirements of Rule 200 Because the Terms of the Fee Agreement Were Not Explained to Ms. Moreno in Writing

Rule 200 provides that a temporarily engaged lawyer who is not a partner or associate cannot share a fee unless: (1) the client has consented in writing after a full disclosure in writing that a division of fees will be made and explaining the terms of the division, and (2) the total fee is not increased solely because of the division of fees and is not unconscionable.

Here, subsection (1) is not satisfied. Although the client did consent to a disclosure in

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writing, the disclosure did not satisfy the requirements of Rule 200. The rule states that the written disclosure by the attorney must be in writing and must include the terms of the agreement. Ms. Kingsley's October 23 letter to Ms. Moreno would constitute a satisfactory written disclosure IF it had explained the terms of the division. As the Margolin case clearly indicates, an oral disclosure of the terms of a fee sharing arrangement is not appropriate. Therefore, it is irrelevant that subsection (2) is met because the total fee charged did not increase and the agreement was not unconscionable.

### III. Conclusion

A court is likely to determine that Kingsley is not obligated to pay Greene 30% of her recovery. Greene is not an associate for purposes of rule 200 because she was not highly supervised and because she was compensated primarily based upon a contingent basis. In addition, the Fee Agreement and communications with Ms. Moreno do not satisfy the requirements of Rule 200 because the terms of the Fee Agreement were not explained to Ms. Moreno in writing.

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1/1

## Memorandum

To: Thomas Burke  
From: Applicant  
RE: In re Rose Kingsley

Issue

Is ~~the~~ Rose Kingsley obligated to pay Karen GREENE agreed upon 30% of her settlement fee for her client Ms. Moneno based on Franklin Court of Appeal interpretation of the Rule 200 (Financial Arrangement Among Lawyers).

Rule

Applicable rule of Franklin Rules of Professional Conduct (Rule 200) provides that: a lawyer shall not divide ~~off~~ a fee for legal services with a lawyer who is temporarily engaged & who is not a partner or associate of the lawyer unless: (i) the client has consented in writing thereto after full disclosure has been made in writing that a division of

fees will be made & the terms of such division, and (c) the total fee charged by all lawyers is not increased solely by reason of the provision for division of fees & is not unconscionable.

The official comment to this Rule explicitly explains that the purpose of the Rule is to protect the client to the maximum extent possible.

On the Board on the facts of the case there are two important issues that need to be discussed in light of the recent opinions on such matters issued by Franklin Court of Appeal.

I was Greene a partner or an associate of Kingsley for purposes of Rule 200 of the Franklin Rules of Professional Conduct?

In Chambers v. Kay, Franklin Court of Appeal held that determination of whether fees-

paralegally engaged lawyer works for another lawyer (and therefore an associate) or works with the other lawyer (and therefore not associate) should be considered under the totality of the circumstances.

The Court established a four-prong test, which should be used to analyze the facts of the appropriate case:

- ① Direct and indirect control of the representation, including litigation strategy.

In our case the facts show that Kingsley supervised Greene on the legal side of this working relationship and left her relatively free in her actions as an engineering expert. Kingsley retained control over the litigation strategy of the case, limited Greene's interactions with the client; Greene's main duties for the most part had to do with discovery. The facts of our case in this respects

are similar to Chambers case, where the court found that the temporarity engaged lawyer was working with ~~at~~ the <sup>other</sup> lawyer. On the other hand, in Chambers the temp. lawyer ~~was~~ had appeared in court over the course of litigation & was listed on case pleadings, which is not the facts of our case.

## ② Oversight of the temporarity engaged lawyer

The facts in our case show that there was little oversight since Greene was dealing with highly technical discovery issues.

## ③ Control of the working environment

The facts show that Kingsley made a ~~special~~ temporary room for Greene in her office. Greene was allowed to use Kingsley's staff & facilities solely for Manero case.

## ④ Relationship with the client

Again, in our case Kingsley insisted on Greene not to have face-to-face contact with the client, which is indicative of Greene working for not with Kingsley.

Further, the court ~~is~~ in chambers held that the most indicative evidence of parties relationships is the compensation agreement.

In Chambers the lead lawyer had an agreement with temporary atty to be compensated solely on contingent basis. The Court found that contingent fee basis combined with supervision meant that the temp lawyer was not an associate for the purposes of Rule 200.

The facts of our case are very similar to Chambers and it is likely that the Court would find

that Greene was not an associate of Kingsley for the purposes of Rule 200.

Kingsley & Greene were not partners since they had no agreement as to share profits & losses in the business.

Thus it is likely that the Court ~~would find that~~ Greene was not a partner or associate for the purposes of Rule 200.

II - were the requirements of Rule 200 met by the fee splitting agreement between Kingsley & Greene & the communication with Moreno.

The Court of Appeal in Margolin v. Shemaria held that the purpose of the Rule is protection of client to the maximum extent possible. The facts in Margolin are similar to our case with one distinction, which

is that in our case Kingsley did send the letter to the client, but failed to include the details of the fee-splitting scheme.

Ct. in Margolin held that a lawyer is presumed to have known the strict requirements of the Rule 200 & could have protected himself by following procedure.

He did not. Court stated that although it found the other lawyer conduct reprehensible, ~~the~~ it had to rule on the law, and held that agreement was unenforceable.

The facts in our case are almost identical to Margolin and it would be reasonable to expect a similar result.

## Conclusion

~~Therefore~~. Based on the prior legal analysis it is more likely than not that our client will prevail & would not have to pay \$300K.

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Memorandum

To: Thomas Burke

Re: In Re Rose KingsleyI. Partners and Associates under Rule 200 of Franklin Rules of Professional Conduct

Under Rule 200 of Franklin Rules of Professional Conduct, fee splitting can be appropriate, absent proper consent from the client, if the relationship between the lawyers is that of partners, or that of a partner and associate.

~~A~~ Facts Regarding Partnership Relationship

Ms. Kingsley, our client, is a solo practitioner.

Correspondence from her office includes the

heading "The Law Office of Rose Kingsley."

She occupies a single office with one secretary and one legal assistant. After taking on the Moreno case, she hired Greene on a temporary basis, primarily due to her technical expertise in the field of engineering. <sup>After</sup> Two years of temporary and part-time work, Greene left

### B. Application

Nothing about the relationship between Kingsley and Greene indicates a partnership relationship

As indicated in Chambers v. Kay (2002) in a footnote, a partnership generally requires an agreement of sharing profits and losses, acting as co-owners of a firm or office, or a contemplation of sharing profits and

losses of a continuing business.

Here, Kingsley retained the client and hired Greene for a specific purpose. Kingsley advanced all costs. Greene was trying to build her own practice and was working on this case on a temporary basis.

There is no indication that their relationship was of partners.

## II. Partner - Associate Relationship

Greene could assert that she was working as Kingsley's associate, in that she was "working for" her, to qualify for fee splitting under Rule 200.

Under Chambers v. Kay, an appropriate analysis of facts should incorporate the "totality of circumstances," with particular focus on issues of: supervision and compensation.

### A. Supervision

Kingsley hired Greene to do preliminary investigation, and to conduct and respond to discovery. She indicates that her supervision over Greene varied, based on legal work and technical work, but overall she did not supervise Greene much. She gave her a "relatively free hand," due to Greene's expertise in engineering.

~~Further, Kingsley Greene seemed to compartmentalize~~

~~Greene's tasks~~

## B. Compensation

The agreement with Greene indicated an hourly wage of \$50 / hour, up until the point when Greene quit, as well as the contingent compensation of 30% of King's fee ~~and recovery~~ based on her recovery.

## Analysis of ~~Saturday~~ Supervision / Compensation

Under the totality of circumstances considerations in Chambers v. Kay it is likely that the court would not find that Greene was acting as Kingsley's associate, however, it ~~can~~ will be a close call. As indicated there, most cases fall in the middle of the spectrum of associate or non-associate. Facts supporting associate ("working for someone") relationship

focus on how closely the supervision is.

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Under Chambers, relevant factors in determining supervision include oversight of the temporary lawyer in legal and factual aspects of a case, relationship with client, and control over the course of litigation.

While Kingsley only supervised loosely over Greene in technical areas, she admits closer supervision over legal matters. However, ~~arg~~ an argument can be made that this supervision was limited to the type ~~required~~ of double-checking of a new lawyer one was working with, rather than Kingsley asserting total control over that field. As in Chambers, the contributions of the lawyers vary with each lawyer's strengths and areas of expertise. Kingsley can argue

that she was more of a legal expert, and Creeene a technical expert, and that they ~~were~~ were nevertheless working alongside.

The fact that Kingsley did not permit contact w/ Creeene and the client, nor did ~~the~~ Creeene's name appear on pleadings, goes in support of an associate relationship under Chambers

However, an argument can be made that Kingsley and Creeene each contributed their strengths to the case, and that Kingsley's strength was with the client and in court, and she would not be able to perform the case without the equally important expertise of Creeene's discovery work. They should be considered <sup>a</sup> non-associate-partner relationship.

## Compensation Agreement

Under Chambers, compensation is the more indicative evidence of parties' relationship.

There, it was solely contingent, which strongly supports a non-associate relationship.

Here, there is a combination of hourly wage and contingent fee. Kingsley was paying Greene \$50/hr as an hourly wage (or ~~the~~ salary). ~~if this is~~

~~considered a law~~ However, this was agreed to by Greene and Kingsley as

"in advance on the 30%." she would receive

from any judgment. This is more in line with a contingency fee than straight salary.

Additionally,

an argument can be made that



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\$50/hour was a very low rate, in contemplation of the contingency fee. Compare hourly rate in Chambers of \$200/hour.

### Conclusion

Kingsley's argument will ~~be~~<sup>turn</sup> on whether the court finds they were working as associates.

A stronger argument will exist for compliance with Rule 200, following.

## II. Requirements of Rule 200

Rule 200 plainly states that, absent a partner-associate relationship, the client must consent in writing, and the lawyer must give full disclosure in writing. Case law supports Kingsley's position that their agreement failed to comply with Rule 200 and is therefore unenforceable.

### A Facts

Kingsley was retained to represent Moreno on April 5, 2002. ~~Their~~ Their fee agreement was a "standard" 33% contingency fee for any recovery.

The next letter sent to Moreno

was Oct. 23, 2002, indicating that another lawyer would be assisting Greene, and that it would have ~~no~~ no effect on the fee agreement. The final ~~contact~~ contact is a call, to Greene, where Moreno demonstrates confusion, then consents to agreement (Oct. 30)

These contacts fail to ~~esta~~ comply sufficiently with Rule 200.

Relevant case law (Margolin v. Shemania (2000)) makes it clear that it is the client's choice whether to accept fee arrangements. From the letter sent to Moreno, it is unclear when the arrangement was made with Greene, and therefore it could

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have possibly preceded the Moreno-Kingsley arrangement. Full disclosure was not met. Further, Margolin emphasizes that disclosure AND consent must be in writing. Here, ~~any consent~~ the disclosure was far from complete, and the consent was orally and after confusion. As Margolin states, it is a "bright-line" rule, with client's best interests in mind, and therefore must be held unenforceable for failure to comply with Rule 200.