



## Newsletters

### The Lawyers' Lawyer Newsletter - Recent Developments in Risk Management - February 2010

February 26, 2010

- Contingency Fee Agreements – Modification
  - Fee Agreements – Reference to Separate 'Master Retainer' Schedule, Available But Not Provided to the Client, Not Binding on Client in Fee Dispute
  - Outsourcing Legal Services – Ethical Rules Require Informed Consent, Firm Supervision, and Reasonable Fees for Legal and Non-Legal Resources
  - E-mails – Use of Employer Provided Addresses and Technology – (Loss of) Attorney-Client Privilege
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#### Contingency Fee Agreements – Modification

*Weiner v. Burr, Pease & Kurtz, P.C.*, 221 P.3d 1 (Alaska 2009)

Risk Management Issue: How may firms modify fee arrangements, and what are the pitfalls of doing so?

#### Fee Agreements – Reference to Separate 'Master Retainer' Schedule, Available But Not Provided to the Client, Not Binding on Client in Fee Dispute

*Alpert, Goldberg, Butler, Norton & Weiss, P.C. v Quinn*, 983 A.2d 604 (N.J. Super. A.D., November 24, 2009)

Risk Management Issue: May law firms sidestep the ethical rules and fiduciary obligations governing fee arrangements with clients by placing the terms and details in a separate writing, such as a "statement of standard billing practices and policies," which is either provided to or available on request by the affected client?

#### Outsourcing Legal Services – Ethical Rules Require Informed Consent, Firm Supervision, and Reasonable Fees for Legal and Non-Legal Resources

Ohio Supreme Court Bd. of Commissioners on Grievance and Discipline, Opinion 2009-9 (Dec. 4, 2009)

Risk Management Issue: What are the ethical duties of a law firm regarding outsourcing legal services, and what steps do law firms need to take to comply with those duties?

#### Service Areas

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## **E-mails – Use of Employer Provided Addresses and Technology – (Loss of) Attorney-Client Privilege**

*Leor Exploration & Production LLC et al. v. Aguiar*, Nos. 09-60136 and 09-60683, S.D.Florida, 2009 WL 3097207 (Sept. 23, 2009)

*Convertino v. U.S. Department of Justice*, No. 04-0236 (RCL), D.D.C., 2009 WL 4716034 (Dec. 10, 2009)

*Stengart v. Loving Care Agency, Inc.*, 973 A.2d 390 (N.J.Super.A.D., June 26, 2009)

Risk Management Issue: How should lawyers address the problem that e-mails sent from their clients' employer-provided e-mail addresses, or communications from clients who use their employer-provided technology to communicate, may not be attorney-client privileged communications?

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