



Avoiding Common Conflicts of Interest in the Lawyer-Client Relationship

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ABSTRACT

There are several areas in the law where conflicts of interest commonly occur in the context of the lawyer-client relationship. This article, which is Part II of a three-part series on issues relating to the lawyer-client relationship, will explain two of the main conflicts that may occur: simultaneous representation of clients with differing or conflicting interests and personal conflicts of interest between a lawyer and a client. In addition, the paper will discuss the special considerations inherent in contingent fee arrangements.

Key Words: conflict of interest; informed consent; fiduciary duty; transactional conflicts; contingency fee arrangements

INTRODUCTION

A conflict of interest in the legal context is defined as a conflict between professional duties and private interests, or a conflict that arises between the duty to one client and another client (see Hughes, 2021). The Disciplinary Board of the Supreme Court of Pennsylvania (2021) provides a context to this discussion, writing:

"In the nature of law practice, however, conflicting responsibilities are encountered. Virtually all difficult ethical problems arise from conflict between a lawyer's responsibilities to clients, to the legal system and to the lawyer's own interest in remaining an ethical person while earning a satisfactory living. The Rules of Professional Conduct often prescribe terms for resolving such conflicts. Within the framework of these Rules, however, many difficult issues of professional discretion can arise. Such issues must be resolved through the exercise of sensitive professional and moral judgment guided by the basic principles underlying the Rules. These principles include the lawyer's obligation zealously to protect and pursue a client's legitimate interests, within the bounds of the law, while maintaining a professional, courteous and civil attitude toward all persons involved in the legal system."

At the outset of this study, it is important to come to a common understanding of terms which will be critical to explicate various conflicts of interest (see New York City Bar Association, 2022).

Rule 1.0 of the American Bar Association Model Rules of Professional Conduct (2020) defines various terms used in the relevant Rules 1.7 and 1.8 dealing with lawyer-client conflicts of interest as follows:

- **Confirmed in Writing**

“Confirmed in writing” denotes (i) a writing from the person to the lawyer confirming that the person has given consent, (ii) a writing that the lawyer promptly transmits to the person confirming the person’s oral consent, or (iii) a statement by the person made on the record of any proceeding before a tribunal. If it is not feasible to obtain or transmit the writing at the time the person gives oral consent, then the lawyer must obtain or transmit it within a reasonable time thereafter. (Rule 1.0(e))

- **Differing Interests**

“Differing interests” includes every interest that will adversely affect either the judgment or the loyalty of a lawyer to a client, whether it be a conflicting, inconsistent, diverse, or other interest. (Rule 1.0(f))

- **Reasonable or Reasonably**

“Reasonable” or “reasonably,” when used in relation to conduct by a lawyer, denotes the conduct of a reasonably prudent and competent lawyer. When used in the context of conflict of interest determinations, “reasonable lawyer” denotes a lawyer acting from the perspective of a reasonably prudent and competent lawyer who is personally disinterested in commencing or continuing the representation. (Rule 1.0(q))

- **Reasonable Belief**

“Reasonable belief” or “reasonably believes,” when used in reference to a lawyer, denotes that the lawyer believes the matter in question and that the circumstances are such that the belief is reasonable. (Rule 1.0(r))

The Official Comments of the Pennsylvania Disciplinary Board (2021) relating to “lawyer competence” may shed some light as to determining “reasonable belief” on the part of an attorney:

“In determining whether a lawyer employs the requisite knowledge and skill in a particular matter, relevant factors include the relative complexity and specialized nature of the matter, the lawyer’s general experience, the lawyer’s training and experience in the field in question, the preparation and study the lawyer is able to give the matter and whether it is feasible to refer the matter to, or associate or consult with, a lawyer of established competence in the field in question. In many instances, the required proficiency is that of a general practitioner. Expertise in a particular field of law may be required in some circumstances.”

- **Informed Consent (see Minaya v. United States, 2022)**

“Informed consent” denotes the agreement by a person to a proposed course of conduct after the lawyer has communicated information adequate for the person to make an informed decision, and after the lawyer has adequately explained to the person the material risks of the proposed course of conduct and reasonably available alternatives. (Rule 1.0(e))

Little (2011) explained:

"The lawyer should reasonably ensure that the client receives enough information to make an informed decision; this will vary depending on the circumstances. In general, this will require communication that includes a disclosure of how the situation arose (facts and circumstances); a discussion of how to proceed; the advantages and risks of the suggested course; and an explanation of other available choices.... One of the more significant attributes of this new informed consent is the requirement for an affirmative response by the client. The lawyer should not assume consent where the client remains silent."

There are several areas in the law where conflicts of interest commonly occur in the context of the lawyer-client relationship. This article, which is Part II of a three-part series on the lawyer-client relationship, will explain two of the main conflicts that may occur: simultaneous representation of clients with differing or conflicting interests and personal conflicts of interest between a lawyer and a client.

REPRESENTING CLIENTS WITH DIFFERING INTERESTS SIMULTANEOUSLY

Concerning those cases where there is "direct adversity among concurrent clients," Mihm (2016) writes: "The most apparent conflict of interest problems are, seemingly, conflicts in which the interests of concurrent clients are directly adverse. In fact, it is not always obvious when clients have directly adverse interests, particularly in litigation." In these circumstances, a lawyer is almost always prohibited from representing parties whose interests are directly adverse. Mihm (2016) continues: "Each client has an 'institutional interest' in vigorous development of his or her position when aligned directly against each other in the same matter."

The basis of the discussion of simultaneous representation may be found in Rule 1.7 of the American Bar Association's Model Rules of Professional Conduct (2020), which deals with conflicts of interest relating to current clients (see *Carter v. Genesis Alkali, LLC*, 2022). Rule 1.7 states:

- (a) Except as provided in paragraph
- (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
 - (1) the representation of one client will be directly adverse to another client; or
 - (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.
- (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
 - (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) the representation is not prohibited by law;
 - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
 - (4) each affected client gives informed consent, confirmed in writing."

The New York City Bar Association (2022) has provided useful guidance on the topic by offering the following prefatory comments: “The prohibition against conflicts in the representation of multiple clients furthers a number of salutary objectives. As explained by the New York Court of Appeals, the prohibition safeguard[s] against not only violation of the duty of loyalty owed the client, but also against abuse of the adversary system and resulting harm to the public at large.”

In citing *Greene v. Greene* (1979), the New York City Bar Association (2022) noted that “An attorney who has failed to recognize or ignores the existence of an impermissible conflict involved in the simultaneous representation of multiple clients may be disqualified from representing all of the clients” (see *Sidor v. Zuhoski*, 1999, p. 530). The stakes and the chances of committing an ethical violation are very high. The Court continued: “[A]n attorney who undertakes the joint representation of two parties in a lawsuit [should] not continue as counsel for either one after an actual conflict of interest has arisen’ because continued representation of either or both parties would result in a violation of the ethical rule requiring an attorney to preserve a client’s confidences or the rule requiring an attorney to represent a client zealously” (New York City Bar Association, 2022).

Thus, while it may be unwise to undertake a representation under most circumstances, Rule 1.7 provides an opportunity to do so where “informed consent” is obtained. Directly relating to the requirement of gaining a client’s “informed consent” (Rossfeld, Cloyd, Palmer & Pawlik, 2020), it should be noted that *before* undertaking the representation of multiple clients with *actual* or *potential* conflicting interests, a lawyer must adequately explain to each client the implications of the common representation and otherwise provide information that would be sufficient to permit each client to appreciate the significance of the potential conflict and its possible effect on the attorney’s ability to exercise the required independent professional judgment on behalf of each of the clients.

Interestingly, as noted by the New York City Bar Association (2022), the sophistication of the client or level of experience is an important factor in determining the effectiveness of the client’s consent. “To be sure, sophisticated corporate and institutional clients can consent to conflicts which might be non-consentable in cases involving unsophisticated lay clients who are not represented by independent counsel in connection with the consent” (New York City Bar Association, 2022). The Reporter for the Texas Bar Association (2022, pp. 197-198) adds:

“In determining whether the information and explanation provided are reasonably adequate, relevant factors include whether the client or other person is experienced in legal matters generally and in making decisions of the type involved, and whether the client or other person is independently represented by other counsel in giving the consent. Normally, such persons need less information and explanation than others, and generally a client or other person who is independently represented by other counsel in giving the consent should be assumed to have given informed consent.”

The fact that a lawyer possesses *confidential information* relating to one client that may be relevant to a matter the lawyer is handling for another client does not automatically create a conflict of interest (New York City Bar Association, 2022). The existence of a conflict of interest or absence of a conflict of interest may depend on whether the lawyer is able to avoid *using* one

client's confidential information in the representation of another client and whether possession of that information may reasonably affect the lawyer's exercise of independent professional judgment in the representation of the other client (*Sierra v. Costco Wholesale Corp.*, 2022). In certain cases, this may prove to be especially problematic.

The area of criminal law provides a unique challenge because of the presence of important constitutional considerations implicating the Sixth Amendment. Ripperger (2021, p. 125) notes: "... the ethical risks are great for a lawyer who chooses to represent criminal codefendants because conflicts of interest are likely to arise and it is almost impossible to obtain a valid waiver of these conflicts. Thus, the most prudent action for a lawyer to take is to turn down such representation" (see also *United States v. Cortez*, 2016).

PERSONAL CONFLICTS OF INTEREST BETWEEN ATTORNEY AND CLIENT (SEE AM. ZURICH INSURANCE CO. V. J. CRISMAN PALMER & GUNDERSON, 2021)

The Office of the Revisor of Statutes Minnesota Court Rules (2022) provides a backdrop to the discussion of *personal interest conflicts* arising in a representation:

"The lawyer's own interests should not be permitted to have an adverse effect on representation of a client. For example, if the probity of a lawyer's own conduct in a transaction is in serious question, it may be difficult or impossible for the lawyer to give a client detached advice. Similarly, when a lawyer has discussions concerning possible employment with an opponent of the lawyer's client, or with a law firm representing the opponent, such discussions could materially limit the lawyer's representation of the client. In addition, a lawyer may not allow related business interests to affect representation, for example, by referring clients to an enterprise in which the lawyer has an undisclosed financial interest.

In the context where clients may share a "familial" relationship:

"When lawyers representing different clients in the same matter or in substantially related matters are closely related by blood or marriage, there may be a significant risk that client confidences will be revealed and that the lawyer's family relationship will interfere with both loyalty and independent professional judgment. As a result, each client is entitled to know of the existence and implications of the relationship between the lawyers before the lawyer agrees to undertake the representation. Thus, a lawyer related to another lawyer, e.g., as parent, child, sibling or spouse, ordinarily may not represent a client in a matter where that lawyer is representing another party, unless each client gives informed consent. The disqualification arising from a close family relationship is personal and ordinarily is not imputed to members of firms with whom the lawyers are associated."

In a third area, involving "sexual relations" between a lawyer and client:

"A lawyer is prohibited from engaging in sexual relationships with a client unless the sexual relationship predates the formation of the client-lawyer relationship" (see also Call, 2021).

In addition to these particular circumstances, an attorney should carefully evaluate if there are current or previous *personal dealings* with a potential client—or other parties such as judges or even fellow attorneys (Call, 2021)—that might impact on a decision to represent a client. Evans (2011) wrote insightfully:

“A lawyer’s ability to be a loyal advocate and render competent and ethical legal service to his or her client may be significantly impacted at times by personal considerations – such as pecuniary interests, familial loyalty or pre-existing close relationships to persons with interests adverse to the would-be client, or a repugnancy to a client or cause.”

What would be prudent for the lawyer to do under these circumstances? Evans (2011) suggests the following:

“A lawyer who identifies that financial considerations or family or personal loyalties render the lawyer’s own interests directly adverse to the would-be client is well advised to simply decline the representation. The alternative requires explaining the source of potential conflict sufficiently to permit the client to make an informed consent to waive the potential conflict.”

The issues may take on a wholly different level of complexity regarding a court-appointed attorney.

“In the third posed circumstance, a court-appointed lawyer must determine whether that emotional reaction in fact impairs the client-lawyer relationship and impacts the lawyer’s ability to represent the client. If the answer is affirmative, the lawyer should consider seeking a withdrawal for good cause” (Evans, 2011).

In terms of cases which involve familial relations of the lawyer:

“Where the lawyer has a parent, child, sibling, or spouse who is also a lawyer, the lawyer cannot represent the party opposing the person represented by the lawyer relative unless the lawyer first obtains consent from the prospective client after advising of the family relationship” (Evans, 2011).

Transactional Conflicts of Interest

There are also what are described as “transactional” or factual conflicts of interest. Certain types of business dealings might be totally appropriate for a lawyer to enter into with someone to whom no *fiduciary* duties are owed (Block v. Rosenberg, 2021; Dal Pont, 2021). However, those same transactions are proscribed if they occur between a lawyer and client. There are other types of arrangements, discussed below, that may be entered into with appropriate disclosure, appropriate consultation, and informed consent.

The Model Rules of Professional Conduct (2020) provide for several proscribed or *non-consentable* transactions *under all circumstances*, including:

- Preparation of instruments giving a substantial gift (Sweet v. City of Mesa, 2021) – including a testamentary gift – to the lawyer, his or her parent, child, sibling, or spouse, except where the client is related to the donee (see generally Pierce, 2018; Rothman, 2022). Kramer (2022) writes: “Unless your client also happens to be your father or another close relative, accepting real estate, a share of inheritance, cars or other extraordinary ‘gifts’ may place your license in jeopardy.”

- Making or negotiating an agreement for literary or media rights to a portrayal or account based in substantial part on information relating to the representation *prior* to the conclusion of the representation (see Hoeflich, 2022).

Transactions Permitted Under Certain Circumstances

Thomas and Uston (2012) wrote:

“A lawyer who enters into a business relationship with a client is held to a higher standard than simple arm’s length dealing. The lawyer is held to the highest good faith. In approaching the issue of disclosure, the lawyer should acknowledge that he or she is about to undertake a transaction which is presumptively invalid and should remember that he or she will be deemed to occupy a position of superior knowledge and skill and any ambiguities or uncertainties will be construed against the lawyer. In many cases, the lawyer must be able to look beyond personal and business relationships that may create a false sense of security and remember that he or she will bear the burden of justifying that the required level of disclosure has been met.”

In essence, as Johnson (2021) writes:

“The doctrine is the rule of informed consent. Now deeply embedded into the law of legal ethics, the doctrine holds a lawyer has a duty to disclose material information about the risks and alternatives associated with a course of action, allowing the client to make informed decisions related to their representation.”

As the First Circuit Court of Appeals held in *Sierra Fria Corporation v. Donald J. Evans PC* (1997): *“[W]hen a client seeks advice from an attorney, the attorney owes the client ‘a duty of full and fair disclosure of facts material to the client’s interests.’” Thus, the attorney must advise the client of any significant legal risks involved in a contemplated transaction, and “must do so in terms sufficiently plain to permit the client to assess both the risks and their potential impact on his situation.”*

There are certain transactions that may be undertaken, but only with informed consent and adequate disclosures:

- Entering into a business transaction with a client where the lawyer knowingly acquires an ownership, possessory, security, or other pecuniary interest adverse to the client unless: (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner that can be reasonably understood by the client; (2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and, (3) the client consents in writing thereto (see Klein & Wilson, 2019; *Viper Publishing, LLC v. Bailey*, 2021).
- Providing financial assistance to a client in connection with pending or contemplated litigation except: (1) a lawyer may advance court costs and expenses of litigation, the repayment of which shall ultimately be the responsibility of the client; and (2) a lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client (see *Pletcher v. Giant Eagle*, 2021; Lockwood, 2022).

Lavigne (2020) offer two policy rationales for the general prohibition:

“First, if an attorney provides financial assistance to a client it might encourage a client to pursue lawsuits that have dubious merit. Additionally, an attorney providing such financial assistance would have a financial stake in the litigation that could affect the attorney’s judgment and a conflict of interest may arise. Even when the lawyer’s judgment has not been compromised, it is likely a client will be very unhappy if he or she receives little or no additional money from the settlement after the lawyer deducts the funds advanced.”

- Entering into an agreement to prospectively limit the lawyer’s liability for malpractice (*Bezio v. Draeger*, 2013), unless it is permitted by law and the client is independently represented in making the agreement (see Chandler, 2017; Johnson, 2021).
- Settling a claim for malpractice with an unrepresented client or former client without first advising the person in writing that independent representation is appropriate in connection with the proposed settlement (see, e.g., Henderson, 2007).
- Acquiring a proprietary interest in the cause of action or subject matter of the litigation (see *In re Wai Yin Lam*, 2020) except that the lawyer may: (1) acquire a lien granted by law to secure the lawyer’s fee or expenses (Moliterno, 2003); Wurtzel, 2020); and (2) contract with a client for a reasonable contingent fee in a civil case.

Comment 7 to Rule 1.08 authored by the Professional Ethics Committee for the State Bar of Texas (2011) explains the underlying philosophy of the Rule as follows:

“This Rule embodies the traditional general precept that lawyers are prohibited from acquiring a proprietary interest in the subject matter of litigation. This general precept, which has its basis in common law champerty and maintenance, is subject to specific exceptions developed in decisional law and continued in these Rules, such as the exception for contingent fees set forth in Rule 1.04 and the exception for certain advances of the costs of litigation set forth in paragraph (d) [of Rule 1.08].”

The Oklahoma Bar Association (1980) Ethical Consideration 5-7 commented on the issue of the acquisition of a “proprietary interest” by an attorney:

“The possibility of an adverse effect upon the exercise of free judgment by a lawyer on behalf of his client during litigation generally makes it undesirable for the lawyer to acquire a proprietary interest in the cause of his client or otherwise to become financially interested in the outcome of the litigation. However, it is not improper for a lawyer to protect his right to collect a fee for his services by the assertion of legally permissible liens, even though by doing so he may acquire an interest in the outcome of the litigation ...”

Contingent Fee Arrangements

Special consideration must be noted in cases of contingent fee arrangements. As described by the popular website Legal Match (2022): “Contingency fee agreements are most often used in civil cases like personal injury and workers’ compensation cases, although attorneys may accept work on a contingency basis in other circumstances, such as:

- Professional Malpractice;
- Sexual Harassment;
- Personal Injury;

- Employment Discrimination and Wage Dispute Cases;
- Bankruptcy;
- Class Action lawsuits; and
- Debt Collections Cases” (see also Omuro, 2021).

In addition, contingent fee arrangements may impact on the costs associated with bringing a personal injury lawsuit (Lee, 2022), including:

- Court and filing fees;
- Discovery costs;
- Expert witnesses;
- Obtaining evidence; and
- Overhead and incidentals such as procuring documents, copying and postage costs.

Lee (2022) notes that there are two common variations of traditional contingency fee arrangements: contingency hourly and mixed hourly-contingent (see also Park, 2022).

In a *contingency hourly arrangement*, the client is not required to pay the attorney until there is a recovery. If the client receives compensation, the client will pay the attorney an hourly rate. “The contingency hourly arrangement is typically only used when your lawsuit is subject to laws that allow the winning side to recover attorney's fees from the losing side” (Lee, 2022).

In a *mixed hourly-contingent arrangement*, the client is required to pay for part of the attorney's fee at the normal hourly rate, with the remainder paid only if the client obtains a recovery.

Depending on state law provisions, rules of professional ethics may prohibit attorneys from working on a contingency fee arrangement in certain family law, divorce (Haueter, 2020), or criminal law cases. “Depending on the laws of your state, contingency fees may also be prohibited in immigration and bankruptcy cases, or in instances of drafting contracts, wills, trusts, or other legal documents” (Legal Match (2022)).

Restatement Section 35, Comment b, of the Law Governing Lawyers praises the positive effects of contingent fees: “[Contingent fees] give lawyers an additional incentive to seek their clients' success and to encourage only those clients with claims having a substantial likelihood of succeeding [They] enable the client to share the risk of losing with the lawyer, who is usually better able to assess the risk and bear it by undertaking similar arrangements in other cases” (see *In re Zetia Ezetimbe Antitrust Litigation*, 2022).

Moliterno (2003, p. 246) notes:

“Contingent fees do not require client consent in the conflicts sense. Rather they require a substitute for client consent: a written fee agreement must be signed by the client; that agreement must clearly inform the client regarding client liability and accounting terms for litigation expenses. Further, the mere fact that the fee agreement is a voluntarily entered contract dictates that every fee arrangement carries implicit client consent. Similar substitute-for-consent provisions could accompany rules regulating rather than prohibiting acquisition and financial assistance.”

The praise for contingent fee arrangements, however, is not universal. Omuro (2021, p. 27) argues:

“Contingent or success fee arrangements therefore present risks to a lawyer because of the possibility that the client may claim that the lawyer proceeded to work towards, and even encouraged, a bad deal because of the lawyer's desire to recover a contingent or success fee upon the closing of the transaction. If a transaction or investment turns sour, it is not difficult to imagine the disgruntled client turning against the lawyer and, in hindsight, attacking the lawyer's work and advice by arguing that the lawyer was motivated by the lawyer's own personal interest in closing the deal. Caution should therefore be exercised before entering into an engagement agreement with a client involving a substantial contingent or success fee that is dependent on the closing of a transaction.”

Peacock (2022) notes that as in the case of *all* fee arrangements—including contingent fee arrangements—the fee must be “reasonable.” The American Bar Association’s Model Rule 1.5 on Fees cites the factors for generally determining the reasonableness of fees, including:

- The fee typically charged in the locality for a similar legal service;
- The amount involved and the results obtained;
- Any time limitations imposed by either the client or circumstances;
- The professional relationship between client and attorney;
- The experience, reputation and skill of those performing the services; and
- Whether the fee is fixed or contingent.

In commenting on the reasonableness of contingent fee arrangements, the American Bar Association stated:

“Contingent fees, like any other fees, are subject to the reasonableness standard of paragraph (a) of this Rule. In determining whether a particular contingent fee is reasonable, or whether it is reasonable to charge any form of contingent fee, a lawyer must consider the factors that are relevant under the circumstances. Applicable law may impose limitations on contingent fees, such as a ceiling on the percentage allowable, or may require a lawyer to offer clients an alternative basis for the fee. Applicable law also may apply to situations other than a contingent fee, for example, government regulations regarding fees in certain tax matters” (Rule 1.5 Comments; see also *Maureen R. v. Commissioner of Social Security*, 2022).

State law must also be consulted to determine if there are any statutory limitations on contingent fees (see Liptak, 2003). For example, according to New Jersey Court Rule 1:21-77, in contingent fee arrangements, attorneys are legally permitted to collect no more than:

- 33 ⅓ percent of the first \$500,000 recovered in a personal injury or other permitted case settlement.
- 30 percent of the second \$500,000 recovered in the settlement.
- 25 percent of the third \$500,000 recovered in the settlement.
- 20 percent of the fourth \$500,000 recovered in the settlement (Chamlin, Uliano & Walsh, 2021).

In the State of Oklahoma, the legislature has determined that: “It shall be lawful for an attorney to contract for a percentage or portion of the proceeds of a client’s cause of action or claim not

to exceed fifty percent (50%) of the net amount of such judgment as may be recovered . . .” (Oklahoma Statutes, Title 5, Chapter 1, Section 7, 2021).

CONCLUDING COMMENTARY

Questions relating to conflicts of interest in lawyer-client relations frequently raise serious ethical challenges. The circumstances under which a lawyer may or may not engage in the representation of a client are usually fact-specific (although there are also transactions that are prohibited under all circumstances) and require the careful application of American Bar Association Rules and the official Comments to these rules, as well as to state specific applications of these Rules, and important court precedents.

In some cases, attorneys may proceed cautiously—but only after seeking client consent that can be gained only after careful explanation to the client of the ramifications of giving such consent. In other cases, such consent is not possible, and the lawyer simply cannot engage in such a specific activity with a client. In other cases, the attorney is cautioned not to engage in the representation at all—either for practical reasons or for fear that any conflict that might arise cannot be resolved.

One clear lesson is that the attorney must proceed with extreme caution in order to wade through the minefield of real or perceived conflicts of interest.

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* This three-part series of articles is dedicated to my students in the fall Professional Responsibility class at the University of Tulsa School of Law where I am teaching as an Adjunct Professor.