

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

Lawyers' Lawyer Newsletter | 2 min read

Feb 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](#)
-

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?

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?

[Download PDF](#)

This newsletter has been prepared by Hinshaw & Culbertson LLP to provide information on recent legal developments of interest to our readers. It is not intended to provide legal advice for a specific situation or to create an attorney-client relationship.