

STATE BAR OF NEVADA



November 12, 2020

LETTER OF REPRIMAND

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Re: State Bar of Nevada Disciplinary Grievances:
OBC19-0078 and OBC19-1183

www.nvbar.org

Dear Mr. Powell:

A Hearing Panel of the Southern Nevada Disciplinary Board has reviewed the above-referenced grievances and unanimously determined that a Letter of Reprimand be issued for violations of Rules of Professional Conduct (RPC) in two personal injury matters.

FACTUAL BACKGROUND

Your boilerplate Retainer Agreement provided that you might rent a car on behalf of your client and deduct the cost of the rental car from the client's settlement. It also provided that the client was ultimately responsible for the cost of the rental car and would be required to reimburse you that cost if the client terminated the representation.

In these two matters that came before a Hearing Panel of the Southern Nevada Disciplinary Board, you arranged, and paid for, the clients to rent cars. You then deducted the cost of the rental car from your clients' respective settlement proceeds and reimbursed yourself for the cost.

APPLICABLE RULE OF PROFESSIONAL CONDUCT

RPC 1.8 (e) (Conflicts of Interest: Current Clients: Specific Rules) mandates that a lawyer refrain from providing financial assistance to a client in connection with pending or contemplated litigation except for court costs and expenses of litigation. Your advance payment for your clients' rental cars, which cost was then deducted from their respective settlement proceeds, was impermissible financial assistance.

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ABA STANDARDS FOR IMPOSING LAWYER SANCTIONS

ABA Standard 4.32 states that suspension is generally appropriate when a lawyer knows of a conflict of interest and does not fully disclose to a client the possible side effect of that conflict and causes injury or potential injury to a client.

In this instance, a conflict was created when you advanced your clients funds to rent cars because such costs were not allowable litigation expenses. You knew and/or should have known that RPC 1.8(e) prohibited such advances to a client. There was no injury to the clients because of the advances; there were sufficient settlement funds to cover the costs. However, there was injury to the integrity of the profession because of these prohibited advances.

In mitigation, you have no recent discipline, no discipline for the same specific issues, no selfish motive, a good reputation, and you were cooperative with the disciplinary process. Under the circumstances, it is appropriate to deviate downward from suspension to a reprimand for your violation of RPC 1.8(e).

REPRIMAND

Based upon the foregoing, you are hereby REPRIMANDED for your conduct related to your representation of the clients involved in these grievances, which conduct violated RPC 1.8(e) (Conflict of Interest: Current Clients: Specific Rules) when you advanced money to your clients for the non-litigation expense of a rental car.

Finally, in accordance with Nevada Supreme Court Rule 120, you are assessed costs in the amount of \$1,500 plus the hard costs of the disciplinary proceeding.

Sincerely,

Nell Christensen

Nell Christensen (Nov 12, 2020 16:24 PST)

Nell Christensen, Esq., Hearing Panel Chair
Southern Nevada Disciplinary Board