Bar Counsel Report

In Re: JOHN P. PARRIS
Bar No.: 7479
Case No.: 83370
Filed: 11/05/2021

ORDER OF SUSPENSION

This is an automatic review of a Southern Nevada Disciplinary Board hearing panel's recommendation that attorney John P. Parris be suspended for six months and one day based on a violation of RPC 1.4 (communication) and two violations of RPC 1.16 (terminating representation). Because no briefs have been filed, this matter stands submitted for decision based on the record. SCR 105(3)(b).

The State Bar has the burden of showing by clear and convincing evidence that Parris committed the violations charged. *In re Discipline of Drakulich*, 111 Nev. 1556, 1566, 908 P.2d 709, 715 (1995). Here, however, the facts and charges alleged in the complaint are deemed admitted because Parris failed to answer the complaint and a default was entered.[1] SCR 105(2). The record therefore establishes that Parris violated the above-referenced rules by failing to communicate with, and terminate his representation of, a client in a criminal matter, resulting in the court issuing a warrant for the client's arrest, and by failing to terminate his representation of the same client in a child support matter, preventing the client from communicating with the child support office, as the office would only communicate with his counsel.

Turning to the appropriate discipline, we review the hearing panel's recommendation de novo. SCR 105(3)(b). Although we "must … exercise independent judgment," the panel's recommendation is persuasive. *In re Discipline of Schaefer*, 117 Nev. 496, 515, 25 P.3d 191, 204 (2001). In determining the appropriate discipline, we weigh four factors: "the duty violated, the lawyer's mental state, the potential or actual injury caused by the lawyer's misconduct, and the existence of aggravating or mitigating factors." *In re Discipline of Lerner*, 124 Nev. 1232, 1246, 197 P.3d 1067, 1077 (2008).

Parris negligently violated duties owed to his client (communication) and the profession (improper withdrawal of representation). His misconduct harmed his client because a warrant for the client's arrest was issued, which resulted in the client being demoted at work, and because the client was unable to communicate with the child support office. The baseline sanction for Parris' misconduct, before consideration of aggravating or mitigating circumstances, is suspension. See Standards for Imposing Lawyer Sanctions, *Compendium of "Professional Responsibility Rules and Standards*, Standard 8.2 (Am. Bar Ass'n 2017) (recommending suspension "when a lawyer has been reprimanded for the same or similar misconduct and engages in further similar acts of misconduct that cause injury or potential injury to a client, the public, the legal system, or the profession").[2] The panel found and the record supports two aggravating circumstances (prior discipline and substantial experience in the practice of law) and no mitigating circumstances. Considering all the factors, we conclude the recommended six-month-and-one-day suspension is appropriate.

Accordingly, we hereby suspend attorney John P. Parris from the practice of law in Nevada for six months and one day from the date of this order. Parris shall also pay the costs of the disciplinary proceeding, including $2,500 under SCR 120, within 30 days from the date of this order. The parties shall comply with SCR 115 and SCR 121.1.

It is so ORDERED.

In Re: SANDY VAN
Bar No.: 10785
Case No.: OBC20-1176
Filed: 10/25/2021

PUBLIC REPRIMAND

To Sandy Van:

On or about January 17, 2017, Robert Guerette ("Robert") retained you to represent him in injuries he sustained in a vehicle accident. The vehicle that caused the accident was driven by Cecil Stratton ("Stratton") and owned by William and Maryann Gildas ("the Gildas"). The Gildas had a $15,000/$30,000 liability policy on their vehicle with AAA Insurance. Stratton was also covered by his own $100,000/$300,000 liability policy with Nationwide Insurance.

On March 22, 2017, AAA Insurance sent a "Release of All Claims" ("Release") to your office for the policy limits of $15,000 which proposed to release all claims against the Gildas and Stratton, although the cover letter did reference that Stratton had a policy with Nationwide and provided the claim number. Nationwide offered $5,968 shortly thereafter, but it was rejected by Robert as he needed more treatment.

You met with Robert sometime thereafter and advised him that the two policies available to compensate him totaled $115,000.

Robert died on August 6, 2017, from unrelated causes before agreeing to settle his case. You were informed about Robert's death on or about August 8, 2017.

On August 10, 2017, you signed the AAA Release from AAA Insurance and settled Robert's claim for $15,000. Your signature on the AAA release also released any further claims against Stratton. You failed to realize this when you signed the AAA release.

After Robert's death, you began communicating with Courtney Guerette ("Courtney"), Robert's daughter, regarding Robert's estate.

Because you had not yet realized that the claims against Stratton had been released, on November 11, 2017, you sent Nationwide a demand for policy limits. In response to the demand, Nationwide requested additional records, including court documents identifying the executor of Robert's Estate.

On September 17, 2018, Courtney met with another firm attorney who advised her that if Nationwide did not offer its $100,000 policy limits, the Estate would need to file suit

against Stratton. Courtney, as the administrator of Robert's Estate, signed a retainer agreement with your office the same day. On September 26, 2018, Nationwide offered $16,694.24 to settle Robert's claim and Courtney rejected the offer.

On October 30, 2018, your office filed suit against Stratton and the Gildas on behalf of Robert's Estate.

AAA Insurance retained attorney Daniel Curriden ("Curriden") to defend the Gildas in the lawsuit. On or about December 13, 2018, Curriden sent an email to another lawyer in your office following up on a conversation from the previous day in which he requested that his clients be dismissed due to the signed Release.

You and your office reviewed the signed AAA Insurance Release and realized that it released all defendants. Therefore, you signed a Voluntary Dismissal of the lawsuit on January 24, 2019. The Voluntary Dismissal was filed on February 15, 2019.

Neither you, nor anyone else in your office, notified Courtney of the effect of the release or the dismissal at the time that the voluntary dismissal was executed and filed.

Your office then began seeking reductions of Robert's liens. Between February 2019 and October 2019, your office attempted to meet with Courtney and asked her to sign forms so that the Medicare liens could be negotiated. Courtney failed to keep multiple appointments. At no time during this period did you, or anyone else in your office, communicate to Courtney that the lawsuit had been dismissed or that the AAA Insurance Release applied to all the defendants.

You failed to answer Courtney's late 2019 requests for information related to the total amount recovered and potential disbursement breakdown.

On February 7, 2020, you represented to counsel for Robert's Estate that the "final number" for settlement of Robert's claim was $31,694.27 and the estate would receive $4,728.76. You did not indicate to the estate lawyer that there were no funds from Nationwide.

You represented to Courtney that you had recovered $115,000 on behalf of the Estate, and the money would be disbursed as soon as Robert's Estate's attorney authorized release. On February 18, 2020, Courtney emailed you questioning why you had not provided her with anything to review or sign regarding the disbursement. Courtney expressed concern that she was not getting the full story and wanted to make sure that "no type of malpractice or malicious activity is going on."

Your written response was to request to discuss her concerns on the phone, but "for the malpractice issue you would only get the amount of the case being settled and this was the top amount." You also explained that the firm negotiated a Medicare lien and litigated the case, which was a lot more work than settling a case in pre-litigation.

You also emailed Courtney a proposed settlement sheet which identified a 40 percent attorney fee because a lawsuit was filed.

During the February 2020 communications you did not tell Courtney that Stratton had been released via the AAA Insurance Release that was executed in 2017.

In late February 2020, Courtney retained attorney Lukas McCourt ("McCourt") to represent the interests of the Estate moving forward because she feared some sort of malpractice. On March 9, 2020, another lawyer in your office spoke to McCourt and advised him that the firm had not settled the claim with Nationwide but believed that the Estate would be entitled to claim contractual damages up to the amount of the $100,000 value of the policy, less fees and costs as compensation for the mistake in releasing Stratton. The lawyer informed McCourt that you were willing to pay that sum to replace the Nationwide policy proceeds that could not be collected. This communication was the first time Courtney heard that the Firm had been unable to settle the Nationwide claim.

On March 12, 2020, the other lawyer emailed McCourt and confirmed that the Firm did not, and could not, recover on the $100,000 Nationwide policy.

In August 2020, you remitted the $15,000 from the AAA Insurance settlement to McCourt to hold in trust for Robert's Estate. On December 7, 2020, McCourt filed the Complaint against you, your firm, and other lawyers that worked at your office alleging malpractice. On or about April 15, 2021, you settled the malpractice lawsuit, and it was dismissed with prejudice.

Violations of the Rules of Professional Conduct

RPC 1.3 (Diligence) requires a lawyer to act with reasonable diligence in representing a client. You knowingly violated RPC 1.3 when you failed to thoroughly review the AAA Release which applied to both alleged tortfeasors. Your client was injured by your failure, but such injury was remedied by the resolution of the malpractice lawsuit.

Pursuant to RPC 1.4 (Communication), a lawyer has a duty to (i) reasonably and accurately communicate with a client so that informed decisions can be made in the representation and (ii) respond to reasonable requests for information. Pursuant to RPC 8.4(c) (Misconduct), a lawyer also has a duty to refrain from engaging in conduct that involves dishonestly, fraud, deceit, or misrepresentations.

You knowingly violated these obligations when you (i) failed to report to your client that a claim had been extinguished, (ii) failed to respond to the client's requests for information, and (iii) made misleading and/or dishonest statements in an effort to disguise the inability to collect against the Nationwide policy and the voluntary dismissal of the Complaint. This misconduct injured (i) your clients because of the delay in addressing the claim and (ii) the integrity of the profession.

Application of the ABA Standards for Imposing Lawyer Sanctions

Pursuant to Standard 4.42 of the ABA Standards for Imposing Lawyer Sanctions, the appropriate baseline sanction for your violation of RPC 1.3 (Diligence) is suspension. Moreover, Standard 4.62 provides that suspension is the appropriate baseline sanction for your knowing deception of a client that caused injury or potential injury to the client.

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Consideration of Mitigating Factors

The Panel found the following mitigating factors: (i) absence of a prior disciplinary record (SCR 102.5(2)(a)), (ii) absence of a dishonest or selfish motive when executing the AAA Release (SCR 102.5(2)(b)), (iii) timely good faith effort to make restitution or to rectify consequences of misconduct (SCR 102.5(2)(d)), (iv) cooperative attitude toward the disciplinary proceedings (SCR 102.5(2)(e)), and (v) remorse (SCR 102.5(2)(m)).

These substantial mitigating factors are reason to deviate downward from the baseline sanction of suspension to issuance of a Public Reprimand.

PUBLIC REPRIMAND

In light of the foregoing, you violated Rule of Professional Conduct ("RPC") 1.3 (Diligence), RPC 1.4 (Communication), and RPC 8.4(c) (Misconduct) and are hereby PUBLICLY REPRIMANDED.

You are also required to (i) complete six CLE credits in Ethics no later than one year from the issuance of the Order in your disciplinary proceeding, which credits shall be in addition to any annual requirement, and (ii) pay costs, provided for in SCR 120, in the amount of $1,500 plus the hard costs of the disciplinary proceedings within 30 days of the issuance of the underlying Order.

In Re: JAMES ADAMS
Bar No.: 6874
Case No.: OBC21-0122
Filed: 10/26/2021

LETTER OF REPRIMAND

To James Adams:

On October 21, 2021, a Formal Hearing Panel of the Southern Nevada Disciplinary Board convened and heard the above-referenced grievance. Based on the evidence presented through the Conditional Guilty Plea in Exchange for a Stated Form of Discipline, the Panel unanimously concluded that you violated the Rules of Professional Conduct ("RPC") and should be issued a Letter of Reprimand. This letter shall constitute a delivery of that reprimand.

You represented M.L. in an appeal against A.L., which was filed on June 25, 2020. On July 20, 2020, the Nevada Supreme Court ("Supreme Court") entered an Order which directed you to file and serve a transcript request form within 14 days (i.e., August 3, 2020), and an opening brief and appendix within 90 days (i.e., October 19, 2020).

On September 15, 2020, the Clerk of the Supreme Court issued a Notice to File Docketing Statement and Request Transcripts as nothing had been filed. The Notice directed you to file and serve the documents within 10 days (i.e., September 25, 2020) or it could result in the imposition of sanctions, including the dismissal of the appeal. You failed to comply with the Notice.

On November 9, 2020, the Supreme Court entered an Order Conditionally Imposing Sanctions against you for your continued failure to file the transcript request form, docketing statement, and opening brief and appendix. The Order directed you to pay a $250.00 sanction to the Supreme Court Library within 14 days. The sanction, however, would be vacated if you filed the documents or motion for extension of time within the 14 days.

On November 23, 2020, you filed a Motion for an Extension of Time to file the docketing statement and opening brief due to technical difficulties caused by a hard drive crash. You also attempted to file a transcript request form, but it was rejected by the Clerk as it did not include a file-stamped copy of the transcript request filed in the district court and did not have a certificate of service.

On November 25, 2020, the Supreme Court granted your motion giving you until December 23, 2020, to file the documents. The Order cautioned you that failure to timely file the documents could result in the imposition of sanctions, including dismissal of the appeal. On December 23, 2020, you attempted to file an opening brief and appendix. Your pleadings were rejected by the Supreme Court because they exceeded the megabyte limit. Although you attempted to timely file the opening brief and appendix in accordance with the Nevada Rules of Appellate Procedure, you ultimately failed to comply with the Order.

On January 25, 2021, the Supreme Court issued an Order Dismissing Appeal and Referring Counsel to the State Bar as none of the required documents had been filed and noted that you had made no attempts to communicate with them.

RPC 1.3 (Diligence) states that "[a] lawyer shall act with reasonable diligence and promptness in representing a client." You negligently failed to file several documents with the Supreme Court which resulted in the dismissal of your client's appeal. This type of ethical breach caused injury to your client.

RPC 3.2 (Expediting Litigation) states, in pertinent part, that "[a] lawyer shall make reasonable efforts to expedite litigation consistent with the interests of the client." You negligently failed to make reasonable efforts to expedite litigation consistent with the interests of your client. This type of ethical breach caused injury to your client. This type of ethical breach caused injury to your client.

RPC 3.4 (Fairness to Opposing Party and Counsel) states, in pertinent part, that "[a] lawyer shall not … [k]nowingly disobey an obligation under the rules of a tribunal except for an open refusal based on an assertion that no valid obligation exists." You failed to timely comply with the Supreme Court's orders regarding filing several documents. This type of ethical breach caused an interference with your client's legal proceeding.

Under ABA Standard 6.23, reprimand is generally appropriate when a lawyer negligently fails to comply with a court order or rule and causes injury or potential injury to a client or other party or causes interference or potential interference with a legal proceeding. Accordingly, you are hereby REPRIMANDED for violating RPC 1.3 (Diligence), RPC 3.2 (Expediting Litigation), and RPC 3.4 (Fairness to Opposing Party and Counsel). In addition, pursuant to

Supreme Court Rule 120, you are required to remit to the State Bar of Nevada the amount of $1,500.00, plus the hard costs of these proceedings, no later than 30 days after receiving a billing from the State Bar.

This reprimand will serve as a reminder to you of your ethical obligations, and that no such problems will arise in the future.

In Re: PRESTON P. REZAEE
Bar No.: 10729
Case No.: OBC21-0120
Filed: 10/22/2021

LETTER OF REPRIMAND

To Preston P. Rezaee:

A Screening Panel of the Southern Nevada Disciplinary Board has reviewed the above-referenced grievance and unanimously determined that a Letter of Reprimand be issued for violation of Rule 1.15 of the Rules of Professional Conduct ("RPC").

Grievance

Maria Quijano was in two car accidents four months apart: one on April 26, 2018, and a second on August 16, 2018. Quijano retained your law office on April 30, 2018, to represent her in claims for the first accident and on August 17, 2018, for the second accident.

Both retainer agreements provided for a contingency fee of 35% if the matter was resolved pre-litigation and 40% if suit was filed. The retainer agreements each contained language allowing you to settle the client's cases without prior consent.

There were four policies of insurance for both accidents. A demand letter was sent to all insurance carriers.

For the first accident, your office sent a demand letter to Allstate Insurance on or about September 4, 2019, seeking $1,000,000 in damages. On December 10, 2019, Allstate responded with a letter offering to resolve the claim for $3,300.88. You reviewed the offer with Quijano and she asked that you try to get a higher offer. On January 13, 2020, Allstate increased its settlement offer to $4,543.88. You then sought reductions from Quijano's treating chiropractor.

On February 19, 2020, Quijano signed a release of all claims for the Allstate settlement in the amount of $4,543.88. On March 11, 2020, the $4,543.88 check was deposited into your IOLTA account. You sought additional reductions from the medical providers because the treatment related to the first accident overlapped with the treatment related to the second accident.

On or about July 1, 2020, you distributed $1,029.57 to Quijano, constituting her portion of the first settlement related to the first accident. However, the distribution sheet inaccurately identified the total settlement as the initial offer of $3,3300.88, not the final settlement amount of $4,543.88. When substitute counsel brought this discrepancy to your attention, you corrected the error and provided new counsel with a check to pay Quijano the remaining $1,243 due to her from the settlement.

For the second accident, your office sent a demand letter to Liberty Mutual Insurance on or about September 4, 2019, seeking $1,000,000 in damages. On September 27, 2019, Liberty Mutual accepted a counteroffer, sending a letter confirming a settlement of $25,000.

On October 10, 2019, the $25,000 check was deposited into your IOLTA account. On October 16, 2019, you issued a check in the amount of $8,905.25 for fees and costs relating to this accident. This was based on the agreed upon contingency fee of 35%. At the time that you withdrew alleged fees and costs, the settlement distribution drafted for Quijano's matters showed that, without any lien reductions, she would owe $24,227.25 to medical providers. Thus, the potential of there being insufficient funds to pay all lienholders, including you, from the settlement funds was apparent.

On November 12, 2019, you sent a demand letter to GEICO as a result of Quijano's UM/UIM coverage. The demand was for $1,000,000 in damages incurred by Quijano in the second accident. GEICO offered to settle the claim for $1,645.00.

On March 20, 2020, you explained to Quijano that you recommended filing a lawsuit against GEICO because you believed their offer was too low. On September 29, 2020, you sent an email to update Quijano that a lawsuit was filed against GEICO in federal court for failure to pay funds from her coverage.

In October 2020, Quijano was confused regarding the procedures and posture of the representation and chose to retain substitute counsel to replace you.

On December 14, 2020, you sent new counsel the remainder of Quijano's funds from the Liberty Mutual settlement. Before forwarding the funds, however, you mistakenly deducted an additional $1,094.75, or 5% of the settlement amount, and issued a check to yourself for the additional fees. The total fees retained by your firm was $10,000.00 and the check sent to the substitute counsel was in the amount of $15,000.

In a letter dated January 27, 2021, new counsel requested that you tender the remaining $10,000.00 to their office. You did not. On February 1, 2021, new counsel filed a grievance with the State Bar of Nevada.

You have acknowledged that asserting the 40% contingency fee on settlement funds received pre-litigation was not appropriate. You have agreed to refund Quijano—through her new counsel—the $1,094.75 that was mistakenly deducted.

Violation of the Rules of Professional Conduct

RPC 1.15 (Safekeeping Property) states, in pertinent part:

> (a) A lawyer shall hold funds or other property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. All funds received or held for the benefit of clients by a lawyer or firm, including advances for costs and expenses, shall be deposited in one or more identifiable bank accounts designated as a trust account maintained in the state where the lawyer's office is situated, or elsewhere with the consent of the client or third person. …

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(c) A lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred.

(e) When in the course of representation a lawyer is in possession of funds or other property in which two or more persons (one of whom may be the lawyer) claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the funds or other property as to which the interests are not in dispute.

When liens exceed the settlement amount and the lienholders cannot mutually agree upon reductions, then the law requires a lawyer to interplead the funds with the Court and seek Court order for the distribution. While a lawyer's lien for attorney's fees and costs most often has priority over other liens, the lawyer must still fulfill his or her ethical obligations to retain all funds in a Client Trust Account until the interests are no longer in dispute. *See Golightly & Vannah, PLLCv. TJ Allen, LLC*, 132 Nev. 416,421 (Nev. 2016); *see e.g. In re Conduct of Starr*, 326 Or. 328,341,952 P.2d 1017, 1025 (1998).

In Quijano's matter, lienholders held claims in excess of the settlement amount. This means their interests conflicted with your interests.

When you received the $25,000 settlement check, you knew that the medical providers who treated your client held liens that exceeded the amount of the settlement. Thus, you and the medical providers held competing liens. Yet, you immediately satisfied your own lien before all the remaining liens were resolved. The client had not been informed of the potential distribution of the settlement funds, including the payment of your contingency fee, when you satisfied your lien by transferring funds to your operating account. You violated RPC 1.15 (Safekeeping Property) when you paid your own lien and disregarded the required adjudication of the other lienholders' interests and your client's interests. Compliance with RPC 1.15 requires you retain all funds in your trust account until a matter is fully resolved.

Application of the ABA Standards for Imposing Lawyer Sanctions

Standard 4.12 of the ABA Standards for Imposing Lawyer Sanctions provides that "suspension is generally appropriate when a lawyer knows or should know that he is dealing improperly with client property and causes injury or potential injury to a client."

An attorney has an obligation to safekeep client funds until all disputes regarding distribution of those funds are resolved. You failed to keep all of Quijano's funds in your Client Trust Account until they were ready to be distributed to all persons with an interest therein. Your conduct has the potential to cause Quijano injury if the final lien amounts exceed the remaining funds.

The Panel has considered the mitigating factors of your acceptance of responsibility for your misconduct, your cooperation with the disciplinary proceeding, and your expressed remorse for failing to abide by the Rules of Professional Conduct. These mitigating factors warrant a downward deviation in the sanction for your misconduct.

Reprimand

Based upon the foregoing, you are hereby REPRIMANDED for your knowing violation of RPC 1.15 (Safekeeping Property).

You are also cautioned that, in the future, a fee agreement that delegates blanket settlement authority to you would be a violation of RPC 1.2 (Scope of Representation and Allocation of Authority Between Client and Lawyer). You are further cautioned that increasing the contingency fee associated with a particular recovery of funds after the funds are received would be considered a violation of RPC 1.5 (Fees).

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

RESIGNATIONS (VOLUNTARY, NO DISCIPLINE PENDING)

S.C.R. 98(5)(a) states:

Any member of the state bar who is not actively engaged in the practice of law in this state, upon written application on a form approved by the state bar, may resign from membership in the state bar if the member: (1) has no discipline, fee dispute arbitration, or clients' security fund matters pending and (2) is current on all membership fee payments and other financial commitments relating to the member's practice of law in Nevada. Such resignation shall become effective when filed with the state bar, accepted by the board of governors, and approved by the supreme court.

The following members resigned pursuant to this Rule:

NAME	BAR NO.	ORDER NO.	FILED
Owen M. Devereux	8791	83731	11/10/2021
Susan E. Firtch	10038	83732	11/10/2021
Alan L. Sachs	6117	83735	11/10/2021
William L. Harvey	11591	83471	11/08/2021

ENDNOTES:

1. Parris initially engaged with the State Bar during the investigative process but then stopped communicating with bar counsel and never filed an answer to the complaint. The complaint was served on Parris through regular and certified mail at his SCR 79 address. Parris then removed his SCR 79 address on the State Bar's website but did not provide a new address. The State Bar unsuccessfully attempted personal service of the notice of intent to take a default on Parris. The State Bar also attempted to locate alternative addresses for Parris but every address the State Bar found was no longer good. Further, the State Bar emailed numerous disciplinary pleadings to Parris, including notice of the hearing
2. While Standard 7.3 provides that a reprimand is "appropriate when a lawyer negligently engages in conduct that is a violation of a duty owed as a professional and causes injury or potential injury to a client, the public, or the legal system," we conclude the baseline sanction of suspension under Standard 8.2 applies here. See Standards for Imposing Lawyer Sanctions, 452 (providing that "[t]he ultimate sanction imposed should at least be consistent with the sanction for the most serious instance of misconduct among a number of violations").

TIP FROM THE BAR COUNSEL

Need Help for an Ethics Issue ASAP?

It's Just a Phone Call Away: 800-254-2797

A client has vanished, the underlying civil case didn't settle, and the statute of limitations is approaching very soon. What do you do? What must you do?

Or your hothead divorce client just called to say he's on his way to kill his estranged wife. Is that information confidential pursuant to Rule of Professional Conduct 1.6? She's represented by counsel, who won't answer the phone. Can you call the opposing party directly with a warning of imminent threat, or would that violate RPC 4.2 (Communication with Person Represented by Counsel)?

In most states, attorneys have to quickly do their own research, find their ethics rules (probably online), and hope they don't skip over the most important, on-point rule. Then they must navigate the sometimes seemingly contradictory language that they are reading.

Or the attorney can call a lawyer friend, hopefully an experienced lawyer friend, ask for advice, and pray that the advice is accurate.

Nevada attorneys, however, have a different resource. The State Bar of Nevada has an Ethics Hotline set up to answer ethics-related questions from our membership. Call 702-382-2200 or toll free 800-254-2797.

Every business day, an assistant bar counsel is at his or her desk taking calls from Nevada-licensed attorneys and providing direction regarding the Rules of Professional Conduct and Supreme Court Rules.

Although this service is meant to primarily assist Nevada attorneys, guidance is also provided to out-of-state attorneys (usually, it seems, from California) trying to practice in some fashion in our state. Their issues usually deal with exceptions to RPC 5.5 (Unauthorized Practice of Law), multi-jurisdictional practice requirements, and pro hac vice procedures.

Many states have bar associations that maintain flat-out refusals to answer ethics questions posed by confused lawyers. Other states do offer an ethics service, but often won't return calls for a few – or many – days.

Years ago, a California attorney was in a criminal trial when his client leaned over and said he was going to lie on the witness stand. When the trial then broke for lunch, the defense attorney broke out his California bar card and left a message on that state's "ethics hotline" explaining that his client was planning on lying to the court in 89 minutes. Naturally, he left a plea of "please call me back."

A paralegal from the State Bar of California called him back three weeks later and offered some case law on the subject.

That doesn't happen here. Office of Bar Counsel attorneys strive to return calls quickly. Although they might not be able to provide a definite answer (all situations are different, as are judges who make the final decisions), but state bar attorneys will direct you to the rules which seem applicable to your situation.

Have an ethics quandary and the solution isn't obvious, the Ethics Hotline is only a phone call away.

ETHICS HOTLINE FOR ATTORNEYS

Call now: 1-800-254-2797

Attorneys with questions about ethics and the Rules of Professional Conduct may reach out to the Office of Bar Counsel for informal guidance during any business day.

Each day, a State Bar of Nevada attorney is assigned to take calls from lawyers with questions about the legal profession in our state.