

January 22, 2019



LETTER OF REPRIMAND

Jason M. Wiley, Esq.
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RE: Case Nos. OBC18-0975
OBC18-0440

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Dear Mr. Wiley:

A Screening Panel of the Southern Nevada Disciplinary Board (the "Panel") convened on January 22, 2019 to consider the above-referenced grievances against you. The Panel concluded that you violated the Rules of Professional Conduct ("RPC") and that you should be reprimanded. This letter constitutes delivery of that reprimand.

You acted as counsel for Grievants Byron Jackson ("Jackson") and Edward Sanchez ("Sanchez"). In both matters, there was a misunderstanding regarding your fees. There was no contingent fee agreement executed in either matter.

RPC 1.5(c) states, in pertinent part:

A contingent fee agreement shall be in writing, signed by the client, and shall state, in boldface type that is at least as large as the largest type used in the contingent fee agreement:

(1) The method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal;

(2) Whether litigation and other expenses are to be deducted from the recovery, and whether such expenses are to be deducted before or after the contingent fee is calculated;

(3) Whether the client is liable for expenses regardless of outcome;

(4) That, in the event of a loss, the client may be liable for the opposing party's attorney fees, and will be liable for the opposing party's costs as required by law; and

(5) That a suit brought solely to harass or to coerce a settlement may result in liability for malicious prosecution or abuse of process.

Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

The purpose of the rule is to ensure that the parties are clear about the exact terms of the agreement. You committed professional misconduct by failing to put the contingent fee agreement and required disclosures in writing.

In 2017, Jackson retained you regarding representation of claims arising from an automobile accident. You entered into a verbal contingency fee agreement. Jackson claimed the verbal agreement was for a 30% contingency fee. You indicated that the verbal agreement was for 40% of Plaintiff's recovery.

After you negotiated with lienholders, Jackson refused to sign the disbursement schedule and filed a grievance with the State Bar. Although you were able to resolve the issue and satisfy your client, these issues arose because you failed to put the contingent fee agreement and required disclosures in writing.

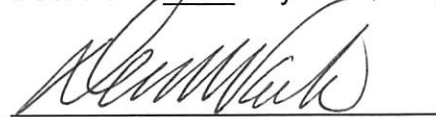
You were also retained by Sanchez in 2018 to represent him in a personal injury matter arising from an automobile accident. Once again, you entered into a verbal agreement in which the amount of the fee was later disputed.

Sanchez thought the agreed upon fee was a flat fee, but you indicated it was a "basic" contingency fee agreement.

These two grievances were closely related in time and involved unwritten contingency fee agreements with clients. Your clients had unfulfilled expectations about your fee and both were sufficiently upset to file a grievance with the State Bar. This type of ethical breach diminishes public confidence in the legal profession.

Accordingly, you are hereby REPRIMANDED. In addition, within 30 days of this Letter of Reprimand you are required to remit to the State Bar of Nevada the amount of \$1,500 pursuant to Supreme Court Rule 120(3). I trust that this reprimand will serve as a reminder to you of your ethical obligations, and that no such problems will arise in the future.

Dated this 27nd day of January, 2019



Dan Waite, Esq.
Screening Panel Chair
Southern Nevada Disciplinary Board