Introduction

Once again, this quarter’s cases underscore how ethics has a direct impact on how we practice. For example, does transferring a case to successor counsel extend the statute of limitations? Do particular causes of action extend it beyond Code of Civil Procedure section 340.6’s one year? Can a lawyer represent an entity and one of its 50% shareholders in litigation with the other shareholder? Does inadvertent disclosure destroy the attorney-client privilege? Attorney fees and sanctions are also on the list as are clients in the marijuana trade.

We also included some comments on a case now before the California Supreme Court that may affect our obligations when one of us receives seemingly privileged documents inadvertently produced.

We welcome your comments and suggestions about recent decisions, authority or issues we might address in future editions. For immediate questions, the Legal Ethics Committee maintains a hotline that SDCBA members can call at any hour: (619) 231-0781 x4145. Just follow the instructions and a Committee member will get back to you with ethics authority you might consider.

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15.3.9 *Los Angeles County Bar Association Opinion No. 527 - Legal Advice and Assistance to Clients Who Propose to Engage or Are Engaged in the Cultivation, Distribution or Consumption of Marijuana*
Whether the State Bar Act and the California Rules of Professional Conduct prohibit a member of the California State Bar from counseling and assisting a client regarding compliance with California law, which creates immunities from California criminal statutes related to the cultivation, distribution and consumption of marijuana in specified circumstances.

**Commentary**
A case is pending before the Supreme Court that will undoubtedly affect our ethical obligations in concrete terms. *Ardon v. City of Los Angeles, S 223876*, is fully briefed and awaits oral argument.

Issue:
Can a non-specific advance waiver in an engagement agreement coupled with withdrawal from representing an adverse party following a law firm merger avoid disqualification?

Analysis:
No, not here. The parties in this matter were major players in the sugar industry with a dispute about false advertising claims relating to the marketing of high fructose corn syrup. To simplify the intertwined representations, Squire Sanders represented the plaintiffs, sugar industry manufacturers. Patton Boggs had been long-time lawyers for two of the defendants. Then, Squire Sanders and Patton Boggs merged, triggering the two defendants to file a motion to disqualify the new firm, Squire Patton Boggs, from continuing to represent the plaintiffs.

Unquestionably, Squire Patton Boggs, had a concurrent conflict with one of the moving defendants at the time of the merger. It relied, however, on a general advance waiver in a 1998 Patton Boggs engagement agreement:

*It is possible that some of our current or future clients will have disputes with you during the time we are representing you. We therefore also ask each of our clients to agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interest of such clients in those unrelated matters are directly adverse to yours.*

The court found the Patton Boggs advanced waiver was inadequate because of its open-ended breadth and temporal scope. It purported to indefinitely waive conflicts in any matter not substantially related. The waiver also lacked sufficient specificity to inform the client, since it did not identify any potentially adverse client, the types of potential conflicts, or the nature of the representative matters.

After Squire Patton Boggs concurrently represented the Patton Boggs client and the sugar industry plaintiffs for more than two and a half months, Squire Patton Boggs terminated its relationship with that client after it would not agree to waive the conflict.

The court held that the “hot potato rule” bars an attorney and law firm from curing the dual representation of clients by severing the relationship with the pre-existing client. (*Flatt v. Super. Ct.* (1994) 9 Cal.4th 275, 288.) As a consequence, Squire Patton Boggs could not get around the automatic disqualification rule that applies to concurrent adverse representations by unilaterally converting a present client into a former client.

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The court also found that Patton Boggs’s legal work for the other moving defendant was “substantially related” to the issues in the lawsuit, giving rise to that conclusive presumption that Squire Patton Boggs had that client’s confidential information that would be relevant to the lawsuit. Because no alternative to disqualification was inadequate, Squire Patton Boggs had to be precluded from representing any party in the action.

Notes:
This decision, although from earlier in the year, is included in this edition since the editors learned of it after the previous edition went to press. It is included here because the court’s analysis of California law—on the ethical issues of the duty of loyalty, confidentiality, and representing conflicted interests—is particularly thorough. And the opinion addresses the effectiveness of advance general conflict waivers, an issue of increasing importance. The decision deserves careful reading whenever a potential conflict arises.

Issue:
Absent actual legal services, may mere assistance and/or oversight in transitioning a matter to successor counsel constitute continuous representation so as to toll the statute of limitations?

Analysis:
No. An attorneys’ employee’s statement following the attorneys’ withdrawal and substitution by new counsel is insufficient to constitute continued representation for purposes of tolling the limitations period where the attorneys take no steps on behalf of the client. Summary judgment was properly granted to attorneys in the legal malpractice action because Code of Civil Procedure section 340.6’s one-year statute of limitations began to run when the bankruptcy court ruled that the clients, a judgment creditor, lost their right to challenge another creditor’s lien, rather than when they settled the matter for less than the amount of the judgment.

Shaoxing City Maolong Wuzhong Down Products, Ltd. (Shaoxing), and Shui Yan Cheng (Cheng) obtained an arbitrator’s award against Aeolus Down, Inc. But, before judgment was entered, Aeolus entered into a security agreement with unrelated third parties and then filed for bankruptcy. Shaoxing and Cheng hired Keehn & Associates to challenge the lien as a fraudulent transfer. The bankruptcy court set an investigation termination date, which expired before Keehn & Associates completed discovery or filed a challenge to the lien. The bankruptcy court then denied Keehn & Associates’ post-deadline request to retroactively extend the deadline.

Shaoxing and Cheng retained new counsel and substituted Keehn & Associates out of the case. A law firm employee told Shaoxing and Cheng that Keehn & Associates would “oversee” transition of the case to new counsel, and would assist new counsel with his work. Shaoxing and Cheng settled the case for $1.6 million less than the arbitration award and then sued Keehn & Associates.

In analyzing continuous representation, a court does not focus on a client’s subjective belief, but rather examines evidence of an ongoing mutual relationship and activities in furtherance of that relationship. A formal substitution of attorney ordinarily ends an attorney client relationship. Here, Keehn & Associates’ relationship with Shaoxing and Cheng ended with the substitution of new counsel. Assisting the transition from one attorney to another is not providing assistance on the same subject matter within the meaning of “continuous representation” under 340.6. Keehn & Associates provided no legal services or representation after substituting out.

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Notes:
The court also rejected an argument that the statute of limitations was tolled because they were not actually injured until the mediation concluded that they would recover $1.6 million less than the arbitration award. Because “actual injury” occurs when a client suffers any non-nominal legally cognizable damages based on the asserted act or omission, it does not matter if client has yet to sustain all or even the greater part of the damages as a result of an attorney’s negligence, nor does it matter if client will have difficulty in proving damages. It also does not matter if the damages might be mitigated or eliminated by a future event. By contrast, actual injury does not include speculative or contingent injuries that do not yet exist. Shaoxing and Cheng were actually injured when the bankruptcy court definitively confirmed that they had lost their right to challenge the lien. Loss of settlement value can also be actual injury.

**Issue:**
May the same lawyer represent both a law firm and an individual lawyer, one of the firm’s two 50% shareholders, in an action brought by the other 50% shareholder and assert counterclaims on the firm’s behalf against that 50% shareholder?

**Analysis:**
Yes. The trial court found a conflict of interest and disqualified the lawyer from representing both the firm and one of the two 50% shareholders. The court of appeal reversed because the plaintiff was suing both the entity and the other partner, law firm did not owe any duty to plaintiff shareholder and could represent both defendants.

Coldren and Hart had formed Hart, King & Coldren. When Coldren wanted to disengage from his practice, he, Hart, and the firm signed a disengagement agreement. Coldren remained a 50% shareholder, at least for a while. A dispute arose and Coldren sued both the firm and Hart; Hart hired a single lawyer to represent himself and the firm. Coldren moved to disqualify the same lawyer from representing both.

The trial court held that the lawyer had an unwaivable, actual conflict because Coldren was a 50% shareholder of Hart, King & Coldren, and the firm would have duties to Coldren that were in conflict with Hart’s interests in defeating the litigation.

In reversing, the Court of Appeal first determined that Coldren had no standing even to bring the disqualification motion. He was never a client of the lawyer whom Hart had hired. Generally, an attorney-client relationship is a necessary predicate to a disqualification challenge. “A ‘standing’ requirement is implicit in disqualification motions. Generally, before the disqualification of an attorney is proper, the complaining party must have or must have had an attorney-client relationship with that attorney.” (Great Lakes Construction, Inc. v. Burman (2010) 186 Cal.App.4th 1347, 1356.) “The burden is on the party seeking disqualification to establish the attorney-client relationship.” (Shen v. Miller (2012) 212 Cal.App.4th 48, 56-57.)

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Next, the court of appeal noted that Coldren had sued both Hart and Hart, King & Coldren directly, not derivatively. Thus, it distinguished Gong v. RFG Oil, Inc. (2008) 166 Cal.App.4th 209, on which the trial court had relied. Rather, Hart’s interest was perfectly aligned with Hart, King & Coldren’s in seeing Coldren’s claims defeated. The lawyer Hart engaged had a duty of loyalty to Hart, King & Coldren, as Rules of Professional Conduct, rule 3-600 (organization as a client) mandates; he does not represent the interests of its shareholders. Moreover, so long as that lawyer complied with rule 3-600(E) (representing both an organization and one of its members, shareholders, directors, employees) and rule 3-310(C) (representing conflicting interests) in getting an informed written waiver, he could represent both the firm and Hart. The court found State Bar Formal Opinion 1999-153 directly on point; because Hart was a shareholder of the firm, he could give informed written consent to the dual representation.

Notes:
Formal Opinion 1999-153 is important guidance for a not infrequent circumstance: the two principals in a two-person entity have a falling out. One hires a lawyer to represent both the entity and that individual against the other principal. Can that lawyer, consistent with rule 3-600 and rule 3-310(C), represent both and who can give informed written consent to the dual representation? The opinion’s analysis is a helpful path through what might otherwise be an ethical minefield.

Issue:
Can an out-of-state lawyer who served as lead counsel in a California class action, but whose pro hac vice application failed for want of the required fee, receive compensation for the work performed?

Analysis:
No. The court of appeal affirmed a trial court’s rejection of a $210,000 attorney fee application after the settlement of a consumer class action because the out-of-state lawyers had failed to secure pro hac vice admission.

A Chicago law firm hired local California counsel who filed pro hac vice applications for two Chicago lawyers, but failed to pay the required fee or give notice to the State Bar required by Rules of Court, rule 9.40. Meanwhile, the Chicago lawyers proceeded with the case, filing papers stating that they were appearing pro hac vice. No one monitored the docket to see whether pro hac vice admission had been granted until the class action settled and it was time for the attorney fee application.

The trial court refused to award any fees to the Chicago lawyers; it also refused to grant pro hac vice admission nunc pro tunc because the lawyers had, in the interim, filed more than a dozen pro hac vice applications within 11 months; the court saw no reason to grant an exception in their favor and allow an additional admission. (Rules of Court, rule 9.40(b).)

Affirming the trial court, the court of appeals reiterated that a fundamental principle of California law is that no one may “practice law in California” unless that person is an active member of the State Bar. (Bus. & Prof. Code, § 6125.) As a corollary principle, no one may recover compensation for practicing law “in California” unless that person is a member of the State Bar or admitted pro hac vice at the time the services are performed, or the legal services fall within an exception. (Birbrower, Montalbano, Condon & Frank v. Super. Ct. (1998) 17 Cal.4th 119, 127, 136-137.)

Given that authority, the appellate court held that the trial court did not err when it denied attorney fees for work performed by out-of-state lawyers who represented the named plaintiff in a class action in California, but had not been admitted pro hac vice. The fact that the class plaintiff was also represented by California local counsel meant nothing. The Chicago lawyers were lead counsel who had, in fact, hired the local lawyer; the class plaintiff did not.
**Issue:**
Does a court abuse discretion in employing its inherent authority to impose over $2.7 million in sanctions against counsel and client for delays in production of relevant information, making misleading and false in-court statements, and concealing relevant documents?

**Analysis:**
No. The Haegers sued Goodyear because a tire on their motor home failed. Goodyear repeatedly failed to produce testing information throughout the discovery process, but represented to the court that they had been. The court imposed money sanctions equal to the fees and costs incurred after Goodyear served its supplemental responses to the Haegers’ first request upon concluding that was when Goodyear first definitively showed it was not going to cooperate in the litigation process.

Parties engage in bad faith by delaying or disrupting the litigation. Likewise, they may do so by committing a fraud on the court or otherwise engaging in conduct that cause “the very temple of justice [to be] defiled.” The Ninth Circuit concluded that bad faith was shown when Goodyear failed to produce relevant documents despite their affirmative obligations to do so pursuant to Rules 26 and 34 and their misrepresentations in numerous discovery disputes (which the district court estimated took “approximately sixteen hours in court.” The court also properly ordered Goodyear to file the sanctions order in every other case involving the same tire to alert other parties that Goodyear has not operated in good faith when litigating such cases.

**Issue:**
Does a public entity’s inadvertent disclosure of attorney-client privileged documents in response to a Public Records Act request waive the privilege?

**Analysis:**
No. A lawyer representing two public interest groups, and another individual, made requests for documents from the school district using the Public Records Act (Gov. Code section 6250, et seq.). Shortly after the district delivered the documents, it realized that more than 100 documents included in its response were privileged. The school district filed an action, seeking a temporary restraining order to prevent the dissemination of the documents and their return. The lawyer for the public interest groups successfully argued to the trial court that section 6254.5 mandated that the district’s inadvertent release waived any claimed privilege.

The court of appeal reversed, framing the question:

> Whether, by operation of section 6254.5, a public agency’s inadvertent release of privileged documents in response to a PRA request waives the otherwise applicable exemption from disclosure based on the attorney-client and attorney work product privileges.

The court first determined that the term “disclosure” in section 6254.5 was sufficiently susceptible to the conflicting meanings the parties advanced regarding whether it required intent. Given that ambiguity, the court turned to a careful analysis of the Legislative history of section 6254.5.

Based on that analysis, it concluded that the legislature’s intent was to prevent a public agency from disclosing its documents to some members of the public while asserting confidentiality when it dealt with others. Waiver, resulting from the inadvertent release of a document, was not, the court concluded, within the legislature’s contemplation when it enacted section 6254.5.


The court also addressed its obligation, where possible, to harmonize its interpretation of section 6254.5 with Evidence Code section 912, where, despite the statute’s silence on the topic, California courts have determined that inadvertent disclosure does not waive the attorney-client or work-product privileges. As a consequence, the court held that section 6254.5 does not apply to the inadvertent release of a privileged document.

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Notes:
The *Newark Unified* court’s analysis of both section 6254.5 and section 912 would appear to have preserved the essential purposes of each and uphold the important public policies that underpin them; it also avoided the unnecessary, inevitable and likely destructive clash between two competing public policies: the attorney-client privilege and government openness. A party seeking to keep the documents has filed a petition for review in the Supreme Court.

Why in *Ethics Quarterly*? If any privilege had been waived *as a matter of law*, the lawyer who received the inadvertently produced privileged documents may have been exempt from the ethical obligations the Supreme Court adopted in *Rico v. Mitsubishi Motors Corp.* (2007) 42 Cal.4th 807. That precise question is before the Court again in *Ardon v. City of Los Angeles*, S223876, where the court determined that disclosure of privileged documents in response to a Public Records Act response waived the privilege and that section 6250.5 permits of no “inadvertent” disclosure exception. This is discussed in the Commentary section below.
\textbf{61 Cal.4th 988} – Supreme Court of California (August 10, 2015)

\textbf{Issue:}
May an insurer properly pursue a cross-complaint against \textit{Cumis} counsel for reimbursement of unreasonable fees?

\textbf{Analysis:}
Yes. Following a court order to pay defense counsel’s fees and costs, the insurer reserved the right to challenge “unreasonable and unnecessary” charges and then alleged that \textit{Cumis} counsel padded bills by charging excessive, unreasonable, and unnecessary fees. Counsel claimed that any right to recover fees ran only from the insurer to the insureds.

The Supreme Court disagreed, concluding that \textit{Cumis} counsel would be unjustly enriched if they, in fact, improperly billed. Public policy neither supported a conclusion that the attorneys should be immune for such conduct or that their clients should face exposure for the attorneys’ misconduct.

Although \textit{Cumis} counsel must retain necessary independence to make reasonable choices to represent their clients, they must also justify their fees. That is, in fact, common throughout many litigation practices, such as those involving fee-shifting statutes, class action settlements, probate, and bankruptcy. Civil Code section 2860 specifically contemplates that \textit{Cumis} counsel justify fees.
**15.3.8 Lee v. Hanley (2015) 61 Cal.4th 1225** – Supreme Court of California (August 20, 2015)

**Issue:**
Are clients’ claims against attorneys that may be construed either as arising out of professional obligations or as claims not dependent on the violation of a professional obligation necessarily subject to the limitations period set forth in Code of Civil Procedure section 340.6?

**Analysis:**
No. The Supreme Court held that section 340.6 applies to a claim whose merits depend on whether an attorney violated a professional obligation. But a complaint that can be construed to allege a cause of action not necessarily dependent on an attorney’s professional obligation is not subject to section 340.6.

A client alleged that she advanced funds for litigation fees and that her attorney failed to returned the unearned fees once the client terminated the representation terminated. The client sued more than one year after the termination ended. But, the Supreme Court concluded that the trial court erred in sustaining a demurrer to the complaint. Whereas claims based on professional obligations were time-barred, those based on conversion were not.

In reaching its conclusion, the Supreme Court noted that section 340.6 continues to apply to causes of action based on the nature of the conduct alleged, not on the way the complaint is styled or the particular causes of action alleged. But, the statute applies to those circumstances involving a “professional obligation,” an obligation that an attorney has by virtue of being an attorney, such as fiduciary duties, the obligation to perform competently, the obligation to perform services contemplated in the legal services contract, and ethical obligations. It does not, however, limit the time in which a claim for garden variety wrongdoing, such as theft or sexual battery, may be brought simply because the defendant happens to be an attorney.

**Notes:**
In dissent, Justice Corrigan argued that the “arising from” language in section 340.6 should be interpreted in the same manner that “arising from” is interpreted under California’s anti-SLAPP statute, 425.16. Under such an analysis, section 340.6 would govern any claim against an attorney, except for actual fraud, that is based on the attorney’s wrongful conduct in performing professional services.
15.3.9 Los Angeles County Bar Association Opinion No. 527 - Legal Advice and Assistance to Clients Who Propose to Engage or Are Engaged in the Cultivation, Distribution or Consumption of Marijuana

Issue:
Whether the State Bar Act and the California Rules of Professional Conduct prohibit a member of the California State Bar from counseling and assisting a client regarding compliance with California law, which creates immunities from California criminal statutes related to the cultivation, distribution and consumption of marijuana in specified circumstances.

Analysis:
No. An attorney may advise a client on how to individually or collectively cultivate, distribute, and consume marijuana in a manner that would not constitute a crime under California law, even though such conduct by the client would violate federal law, so long as the attorney does not advise the client to violate federal law or assist the client in violating federal law in a manner that would enable the client to evade arrest or prosecution for violation of the federal law. Accordingly, attorneys must limit the scope of their representation to exclude any advice or assistance to violate federal law with impunity. And, attorneys must advise their clients regarding the violation of federal law and the potential penalties associated with a violation of federal law. There is no prohibition in Rule 3-210, or Section 6068(a), or elsewhere in the State Bar Act or the California Rules of Professional Conduct, on assisting a client in conduct that the lawyer knows is criminal.

If Rule 3-210 is read literally, advising a client regarding how to avoid committing a crime under California law is not advising the client to violate federal law. However, the Rule does not directly address whether advice regarding compliance with state law is a violation of the rule if the advice would result in a violation of federal law when carried out by a client.

Ordinarily, under Section 6068(a), when compliance with California law can be accomplished in a manner that does not violate federal law, an attorney is required to advise and assist clients in a manner that supports both bodies of law. However, the inherent conflict between California and federal marijuana laws makes a literal application of Section 6068(a) problematic.

In the context of advising a client regarding how to avoid committing a California crime, the lawyer’s intent is to facilitate and encourage the client to act in a manner that complies with California law. A lawyer is not advising a client to violate federal law when the lawyer advises the client on how not to violate state law. A lawyer who intends to advise a client for that purpose acts properly under the Restatement.
Commentary

A case is pending before the Supreme Court that will undoubtedly affect our ethical obligations in concrete terms. *Ardon v. City of Los Angeles*, S 223876, is fully briefed and awaits oral argument.

In the underlying case, a tax class action, plaintiff’s lawyer had sought documents from the City and had also issued a third party document subpoena. The City withheld some documents as privileged and a trial judge also determined some documents were privileged in ruling on a motion to quash the subpoena. Later, the lawyer made a Public Records Act request and received in response some of the same privileged documents.

The trial court and court of appeal rejected the City’s argument that such inadvertent disclosure did not waive the attorney-client and attorney work-product privileges. Rather, the lower courts found that Gov. Code section 6254.5 allowed no “inadvertent” disclosure exception to the mandate that the production waived all exemptions to public disclosure, including privilege.

The Supreme Court granted the City’s petition for review; when Ardon’s lawyer requested a stay pending completion of a settlement of the underlying class action, the Court declined; it told the parties that they were free to settle the underlying case without prejudice but that the questions raised were of statewide importance and that the Court would hear and decide them.

One such question is the ethical duty of a lawyer who comes into possession of a document that reasonably appears to be privileged (either based on the attorney-client or the work-product privilege), in circumstances where it is reasonably apparent that the author of the document or its intended recipient did not intend the lawyer to have it.

In 2007, in *Rico v. Mitsubishi Motors Corp.*, 42 Cal. 4th 807, the Court adopted the “bright-line” rule stated in *State Compensation Insurance Fund v. WPS, Inc.* (1999) 70 Cal.app.4th 644 (*State Fund*), that a lawyer must read no further than necessary to determine that the document is arguably privileged and that its production was inadvertent. The lawyer must then immediately notify opposing counsel. If the lawyers cannot resolve how to proceed, they go to court.

In *State Fund*, the documents were unquestionable privileged and inadvertently (i.e., accidentally) produced; in *Rico*, the document was work-product, not an attorney-client communication, and the “inadvertence” of the production was suspect. Nonetheless, the Court assumed it was an “inadvertent” disclosure case—theft of another lawyer’s work-product would have been an ethical “no-brainer”—and adopted for all California lawyers the *Rico/State Fund* ethical standard; the lawyer’s disqualification resulted.

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Subsequently, *Clark v. Superior Court* (2011) 196 Cal.App.4th 37 and State Bar Formal Opinion 2013-188 have expanded the meaning of “inadvertent” for application of the *Rico/State Fund* ethical standard. “Inadvertent” does not mean mistakenly or negligently disclosed; rather it encompasses any document that the lawyer who receives it should reasonably know neither the author nor the intended recipient intended him or her to have.

An analysis of this evolution suggests the following. First, the paramount purpose of the ethical duty is to preserve another’s attorney-client or work product privilege. In each instance—*State Fund, Rico, Clark* and Formal Opinion 2013-188—the supporting rationale is to protect these fundamental safeguards of confidential information, in spite of “inadvertent” disclosures. Privilege trumps the receiving party’s right to the information.

Second, the focus of the inquiry is not on the “rightness” of the receiving lawyer’s conduct in obtaining the document. If, viewed objectively, it reasonably appears to the receiving lawyer that the document is privileged or confidential and that its author or intended recipient did not intend the receiving lawyer to have it, no matter how innocently or properly the lawyer obtained the document, the *Rico/State Fund* ethical standard applies.

Third, the source of the document does not affect the existence of the duty. Whatever the source, whether the document came the other party (its lawyers in *State Fund*), from a non-party (arguably a court reporter in *Rico*), from one’s own client (*Clark*) or from an unrelated, unknown third party (Formal Opinion 2013-188), a California lawyer must nonetheless comply with the *Rico/State Fund* ethical standard.

Fourth, and a corollary to the third, the *Rico/State Fund* standard is not limited to litigation discovery, even though that is the area of practice where most often adverse parties exchange documents. But so do lawyers representing clients in business transactions and pre-litigation negotiation. Nothing in the standard the Court established limited its holding to discovery, or even to litigation. Rather, the court appeared to draw a “bright line” for all California lawyers confronted with the dilemma the case presented: receipt of the other side’s privileged documents in circumstances in which the lawyer reasonably knows the other side did not want the lawyer to have the documents.

What the Court will decide in *Ardon* is presently unknowable; prediction, foolhardy. Yet given the wealth, overwhelming at times, of documents available, and the opportunities for “inadvertent” disclosure growing exponentially, whatever ethical standard the Court announces in *Ardon* will necessarily affect every one of us. The consequence of failing to meet the *Rico/State Fund* is not merely theoretical; it can mean disqualification, as it did in *Rico* itself and subsequently in *Clark*. We will watch and wait.

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Note.
In the second quarter edition, (15.2.3), we reported on *Los Angeles County Board of Supervisors v. Superior Court* (2015) 235 Cal.App.4th 1154, in which the court of appeal held that the lawyers’ billing invoices were privileged without regard to the content of individual entries and thus did not have to be disclosed in response to a Public Records Act request. On July 8, 2015, The Supreme Court granted the ACLU’s petition for review, Case No. S226645. The above analysis largely mirrors that submitted in the San Diego County Bar Association’s amicus brief.