

# PRACTICE EXAM 9 : MPRE SIMULATION

---

**Time Allotted: 2 hours**

**Format: Complex multi-party scenarios. Read carefully — each fact pattern involves multiple actors, and the question focuses on the duties of a specific actor in the web. Identify the actor in question, then apply the rule to that actor's relationship.**

1. Lawyer Andrea represents Patel Industries in defending a contract dispute brought by Sumner Co. The litigation has been pending for eight months. Patel Industries' Vice President, Daniel, separately asks Andrea to represent him personally in negotiating an executive severance agreement with Patel Industries because Daniel plans to leave the company. Andrea agrees and begins work on Daniel's severance matter without notifying Patel Industries' Board. Is Andrea subject to discipline?

- A. No, because Daniel is a senior executive and has authority to bind Patel Industries to consent
- B. Yes, because Andrea represents Patel Industries and is now directly adverse to that current client without informed consent
- C. No, because Daniel's severance matter is transactional and the litigation matter is contested
- D. Yes, because lawyers representing organizations may never represent constituents personally

2. Lawyer Pierre is asked to represent three siblings — Anna, Benjamin, and Clara — who jointly inherited their late mother's bakery business and want to dissolve it. Pierre tells all three siblings that he can represent them jointly and that any one of them can give instructions on behalf of the group. He does not provide written explanation of the joint representation. Has Pierre complied with his professional obligations?

- A. No, because Pierre must explain the lack of confidentiality among co-clients, and informed consent to the joint representation should ordinarily be confirmed in writing
- B. Yes, because Pierre and the siblings share a common goal of dissolving the business
- C. No, because lawyers may not represent multiple family members under any circumstances

D. Yes, because the siblings have not yet raised any conflicting positions among themselves

3. Lawyer Toni represents Plaintiff in a personal injury suit against Defendant Corp. During depositions, Toni learns from her own client that her client deliberately exaggerated symptoms in earlier sworn discovery responses Toni had filed on her client's behalf. Opposing counsel has not yet noticed the discrepancy. What must Toni do?

A. Notify the trial judge ex parte that her client has been untruthful and request a continuance

B. Withdraw from the case immediately without further explanation to anyone involved

C. Counsel her client to correct the false statements, and if her client refuses, take reasonable remedial measures, including disclosure to the tribunal if necessary

D. Continue the representation as long as no further false statements are submitted in writing

4. Lawyer Ronan worked at Big Law Firm from 2020-2023, where he personally represented Acme Corp in defending wage-and-hour class actions, learning extensively about Acme's pay practices. Ronan joined Small Boutique Firm in 2023. In 2025, a former Acme employee approaches Small Boutique Firm seeking representation in a new wage-and-hour class action against Acme arising from the same pay practices Ronan once defended. May a lawyer other than Ronan at Small Boutique Firm represent the former employee?

A. Yes, because Ronan's representation of Acme ended when he left Big Law Firm

B. Yes, because Ronan is not personally handling the new matter against Acme

C. No, because Rule 1.10 imputation is permanent and uncureable under any circumstance

D. Yes, only if Ronan is timely screened from the matter, written notice is given to Acme, and Acme is given a reasonable opportunity to challenge the screen

5. Lawyers Marcus and Lin are friends from law school. Marcus is admitted in State X; Lin is admitted only in State Y. They agree informally to "trade clients": Lin sends Marcus all her State X matters and Marcus sends Lin all his State Y matters. They split fees 50-50 on each case and do not notify clients of this arrangement. Are Marcus and Lin subject to discipline?

A. No, because fee splitting between lawyers in different states is generally permitted

B. Yes, because fee splitting between lawyers in different firms requires client disclosure of the division and the client's written consent

C. No, because each lawyer handles only matters in his or her own jurisdiction of admission

D. Yes, because lawyers admitted in different states may never share fees under any arrangement

6. Lawyer Sandra represents Investor A in negotiating a sale of stock to Investor B. Investor C, who is not party to the transaction but is a long-time friend of Sandra, calls Sandra and asks about the sale price because C is considering a related investment. Sandra knows the price is confidential under her agreement with A. Sandra tells C, "I can't discuss specifics, but I can tell you the deal is in the high seven figures." A is unaware of this disclosure. Has Sandra violated her duty of confidentiality?

A. No, because Sandra did not disclose the exact transaction price

B. Yes, because the price range itself is information relating to the representation protected by Rule 1.6

C. No, because Investor C is a friend rather than an adverse party

D. Yes, but only because A would have authorized the disclosure upon proper request

7. Lawyer Howard is asked to represent business partners Greta and Henry in setting up a new LLC. Greta will be the sole capital contributor; Henry will contribute expertise but no capital. Both want a 50-50 ownership split and ask Howard to draft documents reflecting that. Greta privately tells Howard she is "willing to be flexible" if Henry asks for additional control later. May Howard represent both Greta and Henry?

A. No, because business formation is never a permissible joint representation under any circumstance

B. Yes, if Howard verbally explains the risks of joint representation and both partners verbally agree

C. Yes, only if Howard reasonably believes he can competently represent each, the matter is not adversarial litigation, and each gives informed consent confirmed in writing

D. No, because Greta's signal about flexibility creates an inherent conflict that cannot be cured

8. Lawyer Jane represents Plaintiff in a civil trial. During cross-examination of a defense witness, Jane realizes that an exhibit she introduced earlier in her case-in-chief is partially fabricated. The exhibit was prepared by her client, who Jane now suspects created the false portion. The judge is about to formally admit the exhibit into evidence. What must Jane do?

- A. Continue the trial and address the issue only if opposing counsel later raises it
- B. Object to her own exhibit on the ground that it lacks adequate foundation
- C. Take reasonable remedial measures, including disclosure to the tribunal if necessary, to address the false evidence she previously offered
- D. Withdraw from the case immediately and notify the bar disciplinary counsel

9. Lawyer Tom is approached by Prospect, who wants Tom to draft a will leaving her entire estate to Tom's spouse. Prospect is 87, lives alone, and seems somewhat confused about the day of the week. Tom's spouse and Prospect met three years ago at a community center. Tom believes Prospect is making the gift voluntarily and lucidly. Is it proper for Tom to draft the will?

- A. No, because Rule 1.8(c) prohibits a lawyer from preparing an instrument giving a substantial gift to the lawyer or a person related to the lawyer
- B. Yes, because Tom believes Prospect is acting voluntarily and lucidly at the time of drafting
- C. No, because Prospect is over 80 years old and may lack mental capacity
- D. Yes, provided that another lawyer reviews the will after Tom drafts it for Prospect

10. Lawyer Ben is a sole practitioner specializing in real estate transactions. Client Carla retains Ben to defend her in a federal patent infringement lawsuit because Ben offers a flat fee much lower than other lawyers. Ben has never handled a patent case and does not associate with patent counsel. Ben tells Carla, "Don't worry, I'll figure it out as we go." Is Ben subject to discipline?

- A. No, because Ben offered a competitive fee that Carla willingly accepted
- B. No, because Carla agreed to the representation knowing Ben's specialty
- C. Yes, but only if Carla ultimately loses the patent infringement case
- D. Yes, because Ben does not have and is not taking steps to acquire the competence necessary for the matter

11. Lawyer Olivia represents Hospital in defending a malpractice claim brought by Patient Edward. During discovery, Olivia learns that Hospital's chief nurse, Nurse Frank, was personally negligent in caring for Edward. Olivia is later asked by Hospital's HR department to also represent Nurse Frank in a separate disciplinary proceeding before the State Nursing Board concerning the same incident. Olivia believes she can ably defend both. What is the most accurate analysis?

- A. Olivia may represent both because they are aligned in defending the same incident
- B. Olivia must immediately withdraw from representing Hospital if she takes on Nurse Frank
- C. Olivia may represent both only if she reasonably believes she can competently represent each, the representation is otherwise permissible, and each client gives informed consent confirmed in writing
- D. Olivia may not represent Nurse Frank under any circumstances because Frank's interests can never align with Hospital's

12. Judge Lawrence is presiding over a criminal trial. Defendant's lawyer, Maxine, was Judge Lawrence's law clerk five years ago, and during her clerkship Maxine worked on a different case involving the same defendant. Judge Lawrence did not personally handle that earlier matter; it was assigned to a different judge. Should Judge Lawrence disqualify himself?

- A. Yes, because Maxine once worked as his law clerk in the past
- B. No, because Maxine no longer works at the court in any capacity
- C. Yes, because the defendant has previously appeared before this court
- D. The judge should consider whether his impartiality might reasonably be questioned given the prior employment with defense counsel, and should disclose the relationship to the parties

13. Lawyer Eve represents Plaintiff. Lawyer Adam represents Defendant. During settlement negotiations, Adam tells Eve, "My client has authorized me to offer \$500,000, but I can't go above that." In fact, Adam's client has authorized up to \$750,000, and Adam knows this. Has Adam violated Rule 4.1?

- A. No, because statements regarding settlement value and a party's negotiating position are generally not statements of material fact under Rule 4.1
- B. Yes, because Adam knowingly misstated his client's true authorization to opposing counsel
- C. Yes, but only if Plaintiff actually settles at \$500,000 in reliance on Adam's statement
- D. No, because Adam described the position as "his client's authorized" maximum rather than the true maximum

14. Lawyer Cassie has represented Client Rick in his ongoing divorce. Rick has not paid Cassie's bills for four months. Trial is in two weeks. Cassie sends Rick a letter stating, "Unless you pay your outstanding balance within seven days, I will withdraw." Rick does not pay. Cassie immediately files a motion to withdraw. May Cassie withdraw at this stage?

- A. Yes, because Rick was given seven days' notice of the impending withdrawal
- B. Yes, because nonpayment of fees is always sufficient grounds to withdraw
- C. No, because Cassie cannot withdraw from a divorce case while it is pending
- D. Cassie may seek to withdraw, but court permission is required, and she must take steps to minimize prejudice — which may require additional notice or remaining until substitute counsel is retained given the imminent trial

15. Lawyer Trent runs Facebook ads stating: "Hire Trent — the #1 personal injury lawyer in the state. Over \$50 million recovered for clients." Trent has indeed recovered over \$50 million cumulatively during his 30-year career, but his "#1" claim is based on his own informal survey of friends and family. Is the ad permissible?

- A. Yes, because Trent's \$50 million recovery claim is factually accurate
- B. No, because lawyers may not engage in any form of social media advertising
- C. No, because the "#1" claim is not subject to factual verification and is likely to mislead the public, violating Rule 7.1's prohibition on misleading communications
- D. Yes, because client recoveries are objective measures that may always be cited

16. Lawyer Priya works at a law firm. Her brother is a financial advisor being sued by his former client for alleged investment fraud. Priya's firm represents the bank where the former client maintains accounts. The bank has indicated it intends to remain neutral in the underlying suit. Priya's brother asks her for informal advice about his lawsuit. Priya's firm has not been asked to represent him. May Priya advise her brother?

- A. Priya should consider that advising her brother could create a personal-interest conflict materially limiting her representation of the bank if the matters become intertwined; a Rule 1.7(a)(2) analysis applies
- B. Yes, because brothers are not clients and Rule 1.7 does not reach personal family relationships
- C. No, because lawyers may never give legal advice to their own family members
- D. Yes, because the bank is neutral in the underlying suit and Priya is not formally retained

17. Lawyer Drew settles a personal injury case for Client Faye. The \$300,000 settlement check arrives, jointly payable to Drew and Faye. Drew deposits the check into his trust account. Drew owes Faye \$200,000 after deducting fees and expenses. Drew is being personally sued by his ex-spouse for unpaid

alimony, and the ex-spouse's lawyer has sent Drew a notice claiming a portion of any fee Drew receives. What should Drew do?

- A. Pay himself the \$100,000 fee from the trust account before resolving the ex-spouse's claim
- B. Hold the disputed portion of his fee in trust until the dispute with the ex-spouse is resolved, while promptly disbursing the undisputed \$200,000 to Faye
- C. Refuse to disburse any portion of the funds until all related disputes are resolved
- D. Disburse the entire \$300,000 to Faye now and resolve any claims to the fee later

18. Lawyer Pat represents Buyer in a real estate transaction. Buyer's loan application is denied by First Bank. Pat tells Buyer she may have grounds to sue First Bank for discriminatory lending practices and asks if Buyer wants to pursue that claim. Buyer says, "Do whatever you think is best — I trust you." Pat files a complaint against First Bank without further consultation with Buyer. May Pat proceed in this manner?

- A. Yes, because Buyer gave Pat blanket authority to do whatever Pat thought was best
- B. Yes, because the lending discrimination claim arises from the same transaction
- C. No, because Rule 1.2(a) requires the lawyer to abide by the client's decisions on objectives, which requires more specific authorization than blanket consent for a new lawsuit
- D. No, because lawyers may never file lawsuits without a separate written engagement letter for each matter

19. Lawyer Heather represents Client Greg, an executive. Greg confidentially tells Heather that he has been embezzling from his employer for years, that the embezzlement is ongoing, and that he used Heather's earlier legal work setting up offshore corporate entities to conceal the diverted funds. Greg plans to continue. The embezzlement involves substantial financial injury to the employer. May Heather disclose to the employer?

- A. Yes, under Rule 1.6(b)(2) if she reasonably believes disclosure is necessary to prevent ongoing crime or fraud reasonably certain to cause substantial financial injury, since the client has used the lawyer's services in furtherance of the fraud
- B. No, because the client's confidential information is absolutely protected even from disclosure of ongoing crimes

- C. Yes, but only if Heather first withdraws from all current representations of Greg's company
- D. No, because Heather did not knowingly assist Greg with the embezzlement scheme

20. Lawyer Oscar represents Defendant in a criminal trial. The prosecutor has subpoenaed Wendy as a witness against Defendant. Defendant tells Oscar that Wendy is afraid because Defendant's brother has been intimidating her. Oscar tells Defendant to "make sure Wendy doesn't show up" and offers tips on how to "discourage" Wendy from testifying without using physical force. Has Oscar violated any rule?

- A. No, because Oscar did not personally contact Wendy or instruct any physical action
- B. No, because Oscar's advice to Defendant did not include direct physical violence
- C. Yes, but Oscar is only subject to civil liability rather than professional discipline
- D. Yes, Oscar violated Rules 3.4(a) and 8.4(d) by counseling and assisting his client in obstructing a witness from being available as evidence

21. Lawyer Felix represents Client Gail in negotiating a commercial lease with Landlord Hank. The negotiations have lasted six months. Today, Hank's lawyer informs Felix that Hank is also a long-time current client of Felix's firm in a wholly unrelated tax planning matter. Felix's firm had not previously realized this. What is Felix's primary obligation?

- A. Felix must immediately resign from the lease negotiation and refer Gail to another firm
- B. Felix and his firm must address the concurrent conflict — typically by withdrawing from one or both matters or by seeking informed consent confirmed in writing from both clients, if consent is permissible
- C. Felix may continue both representations because the matters are factually unrelated
- D. Felix must obtain consent only from Gail because Hank is the longer-standing client

22. Lawyer Selena is preparing for a deposition of Karl, an unrepresented former employee of the opposing party. Before the deposition, Selena's paralegal hands Karl a "witness statement" Selena drafted and tells him, "Sign this and we won't need to bother you for a deposition." The statement is favorable to Selena's client. Has Selena violated any rule?

- A. No, because Karl is a former employee and may be contacted directly by opposing counsel

- B. Yes, because Selena, through her paralegal, gave Karl legal advice about avoiding a deposition when his interests were potentially adverse to Selena's client
- C. No, because Selena did not personally make contact with Karl about the matter
- D. Yes, because lawyers may never contact former employees of an opposing party without consent

23. Lawyer Diana represents three small business clients with separate matters. Diana takes on a fourth representation — defending a wrongful termination lawsuit — which she has never handled before. She works long hours and falls behind on filings for all four clients. One of her older clients calls her three times and gets no response over two weeks. Has Diana violated any rules?

- A. Yes, Diana has likely violated Rules 1.1 and 1.3 by taking on a matter beyond her competence and by failing to act with reasonable diligence and promptness in her existing representations
- B. No, because Diana is working hard and trying her best to manage her caseload
- C. No, because the wrongful termination case is the reason for her overcommitment
- D. Yes, but only if she actually missed a court-imposed filing deadline in one matter

24. Lawyer Reza previously served as in-house counsel for MegaCorp from 2018 to 2022. While at MegaCorp, Reza personally drafted MegaCorp's employee non-compete agreement template. Reza now works in private practice. A former MegaCorp employee, Vince, comes to Reza wanting to challenge his non-compete agreement, which uses the same template Reza drafted. May Reza represent Vince?

- A. Yes, because Reza is no longer employed by MegaCorp in any capacity
- B. Yes, only if MegaCorp does not object within thirty days of being formally notified
- C. No, because Reza's prior work for MegaCorp on the same non-compete template makes the matters substantially related under Rule 1.9, and representing Vince would be materially adverse to MegaCorp absent its informed consent confirmed in writing
- D. Yes, because the former employee, rather than the employer, is now seeking representation

25. Lawyer Maya is consulted by Prospective Client Owen about a possible negligence claim against a manufacturer. Owen describes the accident and shows Maya several documents. At the end, Maya tells Owen she cannot represent him because his case is weak. Owen leaves. Two months later, the manufacturer asks Maya to represent it against a different plaintiff with a similar claim. May Maya represent the manufacturer?

- A. Yes, because Maya did not actually represent Owen in any formal sense
- B. Maya may represent the manufacturer only if she did not receive from Owen disqualifying information — information that could be significantly harmful to him — under Rule 1.18, with appropriate screening if required
- C. No, because Maya gained confidential information from her consultation with Owen
- D. Yes, because Maya rejected Owen's matter and is now free to take any subsequent matter

26. Lawyer Phoebe is admitted to practice in State A. She accepts a six-month visiting professor position at a law school in State B. While there, she advises the law school on a contract negotiation and accepts a small fee. She does not appear before any State B court. State B has not granted Phoebe any form of admission. Is Phoebe subject to discipline?

- A. Yes, because Phoebe accepted any fee for legal services rendered in State B
- B. Phoebe's conduct may be permissible under Rule 5.5(c) if her practice in State B is temporary, reasonably related to her practice in State A, and not the establishment of a continuous presence
- C. No, because law professors are categorically exempt from unauthorized practice rules
- D. Yes, because all out-of-state lawyers must obtain pro hac vice admission before any State B legal work

27. Lawyer Tessa represents Plaintiff in a contract dispute. During trial, Tessa wants to call Witness Yuri, who is friendly to her client. Yuri tells Tessa privately, "I'll testify, but only if you pay me \$2,000 for my time off work." Tessa agrees and pays Yuri before he takes the stand. Has Tessa violated any rule?

- A. No, because compensating witnesses for lost time is universally permitted in all cases
- B. Yes, because Tessa should have paid Yuri after his testimony rather than before
- C. Yes, but only if Yuri was providing expert rather than fact testimony at trial
- D. Tessa may compensate Yuri for reasonable lost time and expenses, but the payment cannot be contingent on the testimony's content; whether \$2,000 is permissible depends on reasonableness rather than substance

28. Judge Norman is presiding over a contract dispute between Two Brothers Construction and the City. Judge Norman's nephew is a junior project manager at Two Brothers Construction but is not personally involved in the contract at issue and has no financial stake in the outcome. Must Judge Norman disqualify himself?

- A. Disqualification depends on whether the judge's impartiality might reasonably be questioned under Rule 2.11(A), considering the nephew's role, his economic interests, and other circumstances; disclosure is generally appropriate even if disqualification is not required
- B. Yes, because any family member of a judge employed by a litigant requires automatic disqualification
- C. No, because the nephew is outside the third-degree relationship listed in Rule 2.11(A)(2)
- D. No, because the nephew has no personal involvement in the specific contract at issue

29. Lawyer Adam represents two co-plaintiffs, Bea and Cal, in a class-action lawsuit against a manufacturer. As the case develops, Bea wants to push for the maximum possible award and is willing to risk trial. Cal wants a quick settlement at a much lower amount to cover immediate medical bills. Their positions have become materially different. What should Adam do?

- A. Continue representing both and seek a settlement that splits the difference between them
- B. Adam should consult both clients about the conflict, evaluate whether the conflict is consentable, and either obtain informed consent confirmed in writing from each or withdraw from representing one or both
- C. Withdraw immediately from representing both clients without any further consultation
- D. Resign from Bea's representation and continue with Cal because Cal's position is more reasonable

30. Lawyer Marcus is retained by Client Ned to draft a will. After signing, Ned tells Marcus, "If I ever lose mental capacity, please make whatever decisions you think are best — I trust you completely." Marcus does not document this conversation. Two years later, Ned is diagnosed with severe dementia, and Marcus is asked by Ned's son to make decisions about Ned's medical care. Should Marcus act on Ned's earlier statement?

- A. No, because casual oral statements do not create a durable power of attorney or other valid legal authority, and Marcus should not assume decision-making authority absent properly executed instruments
- B. Yes, because Ned previously authorized Marcus to make decisions on his behalf
- C. No, because only Ned's son has authority to make decisions about Ned's medical care
- D. Yes, but only with the son's concurrence on each specific decision

31. Lawyer Sara has a website with a "Practice Areas" page listing: "Real Estate Law • Family Law • Personal Injury • Criminal Defense." Sara has done some work in each of these areas but spends 95% of

her time on real estate. Potential client Ravi retains Sara for a criminal defense matter believing she is experienced in that field. Is the website permissible?

- A. The website is permissible only if Sara is in fact competent in each listed area, since listing a practice area implies competence; a misleading impression of expertise could violate Rule 7.1
- B. The website is impermissible because Sara may list only her single primary practice area
- C. The website is permissible simply because Sara has done some work in each listed area
- D. The website is impermissible because Sara has not obtained specialist certification in each area

32. Lawyer Aurora previously served as an Assistant U.S. Attorney from 2015-2020. While in that position, Aurora personally prosecuted Larry on tax evasion charges, securing a conviction. Aurora now works in private practice. Larry's brother, Mitch, is now under investigation for unrelated wire fraud and approaches Aurora for representation. Aurora has had no involvement in Mitch's case. May Aurora represent Mitch?

- A. No, because Aurora's prior prosecution of Larry creates an imputed conflict barring her firm-wide
- B. Yes, because Mitch's case is unrelated to Larry's prior tax evasion prosecution
- C. Aurora may represent Mitch because Mitch's matter is unrelated to her prior government work; Rule 1.11 restricts only matters in which she personally and substantially participated as a government lawyer
- D. No, because former prosecutors may never represent criminal defendants for life

33. Lawyer Quentin represents Client Rachel in a complex commercial dispute. Rachel calls Quentin daily with detailed legal questions. Overwhelmed with multiple cases, Quentin responds to Rachel's emails with "I'll get back to you next week," but never follows up. Two weeks later, Rachel learns from a different lawyer that an important deadline in her case has passed unnoticed by Quentin. Has Quentin violated any rules?

- A. No, because Quentin promised follow-up at a later date
- B. Only Rule 1.3, regarding the diligence obligation
- C. Only Rule 1.4, regarding the communication obligation
- D. Quentin has likely violated Rule 1.1 (competence), Rule 1.3 (diligence), and Rule 1.4 (communication), since failing to notice a deadline and keep the client informed implicates all three duties

34. Lawyer Beth represents Client Felicia in a divorce. Felicia's husband, Hugo, retains a separate lawyer who files a motion for sanctions accusing Beth of misconduct, alleging Beth disclosed privileged communications to a third party. The motion is publicly filed. May Beth disclose Felicia's confidential information in defending against the motion?

- A. No, because all client information is absolutely protected regardless of the lawyer's need
- B. Yes, but only with Felicia's express informed consent to the specific disclosures
- C. Yes, under Rule 1.6(b)(5), Beth may disclose information to the extent reasonably necessary to establish a defense to allegations of misconduct made against her
- D. No, because the motion is public and any disclosure would compound the privacy harm

35. Lawyer Ivan represents Plaintiff in a personal injury suit. During closing argument, Ivan tells the jury: "You must put yourselves in my client's shoes. Imagine you are the one who lost a leg. What dollar figure would compensate YOU for losing YOUR leg?" Opposing counsel objects. What is the proper analysis?

- A. Ivan's argument is permissible because closing arguments are not constrained by evidence rules
- B. Ivan's argument is permissible because juries are entitled to consider their own valuations
- C. Ivan's "golden rule" argument is improper because it asks jurors to abandon their neutrality and decide based on personal interest rather than the evidence and the law
- D. Ivan's argument is improper, but only because he addressed the jury too directly in personal terms

36. Lawyer Lucy has practiced in State A for fifteen years and is well-respected. Recently, Lucy was arrested and convicted of misdemeanor shoplifting at a department store. The conviction is final. Lucy believes the matter is private and has not reported it. Is Lucy subject to discipline for the conviction itself?

- A. No, because misdemeanor shoplifting is not directly related to Lucy's practice of law
- B. Lucy may be subject to discipline if the conviction reflects adversely on her honesty, trustworthiness, or fitness as a lawyer under Rule 8.4(b); shoplifting typically involves dishonesty and may qualify even though it is a misdemeanor
- C. No, because shoplifting is a property crime rather than a violent crime
- D. Yes, because all criminal convictions automatically trigger discipline regardless of their nature

37. Lawyer Damon is a partner at his firm. He learns that the firm's recently hired associate, Eliza, worked at another firm last year that represented Damon's current client Acme, in matters Eliza personally handled. Now Damon's firm represents Beta Inc., which is suing Acme on a substantially related matter. Eliza is screened from Beta Inc.'s matter. Damon proceeds without notifying Acme. Has the firm satisfied imputation requirements?

- A. Yes, because Eliza has been screened from any involvement in the new matter
- B. No, because Rule 1.10(a)(2) requires not only timely screening but also written notice to the affected former client, an opportunity to ascertain compliance, and certifications of compliance during and at the end of the matter
- C. Yes, because Eliza is now at a different firm than when she represented Acme
- D. No, because firm imputation is permanent and uncureable by any screening procedure

38. Lawyer Pia represents Client Qadir in his ongoing divorce. Qadir's elderly mother, Ramla, asks Pia to prepare a power of attorney so Qadir can manage her finances during the divorce. Pia agrees and prepares the document without separately advising Ramla. Ramla signs. Six months later, Qadir uses the power of attorney to transfer Ramla's savings to his own account to pay legal fees. Has Pia acted properly?

- A. Yes, because Pia effectively represented Ramla as a joint client alongside Qadir
- B. Yes, because Ramla signed the power of attorney document voluntarily
- C. No, because Pia should have referred Ramla to another lawyer's office for document preparation
- D. No, because Pia either owed Ramla independent professional judgment if Pia was representing her, or alternatively was bound by Rule 4.3 limits on dealing with unrepresented persons — including not giving advice other than to seek counsel and not creating misunderstanding about her role

39. Lawyer Wendy receives a \$50,000 retainer from Client Xander for an upcoming trial. Xander has not yet had any work performed. Wendy deposits the funds in her client trust account. After working ten hours and earning \$3,500, Wendy transfers \$3,500 from the trust account to her operating account. Is Wendy's practice proper?

- A. Yes, Rule 1.15(c) requires lawyers to deposit advance fees in the trust account and withdraw them only as earned or as expenses are incurred
- B. No, because retainers should always be deposited directly in the operating account

- C. No, because Wendy may not withdraw any portion until the entire matter concludes
- D. Yes, but only if Xander gave Wendy written permission for each individual withdrawal

40. Lawyer Trevor has been practicing for ten years. He has provided no pro bono legal services and has made no charitable contributions to legal aid. His state bar's website lists Rule 6.1's aspirational goal of 50 hours of pro bono service per year. Is Trevor subject to discipline?

- A. Yes, because all lawyers must provide at least some pro bono legal services
- B. Yes, because state bars are authorized to enforce pro bono requirements through discipline
- C. No, because Rule 6.1's pro bono provision is aspirational and not enforceable through the disciplinary process
- D. Yes, but only after the bar issues him a formal preliminary warning

41. Lawyer Olympia represents Client Phineas in a tax dispute with the IRS. Olympia has no formal tax law experience but believes she can learn what she needs as she goes. She does not associate with experienced tax counsel and does not undertake significant additional study. Eight months in, Phineas owes additional penalties due to Olympia's failure to file a required form. Could Olympia have ethically taken the matter?

- A. Yes, because all lawyers may take on any matter and develop competence as needed
- B. Olympia could have ethically taken the matter only with a reasonable plan to acquire competence — typically through significant study or association with experienced counsel — and her failure to do either may itself violate Rule 1.1
- C. No, because lawyers without specific certification may not handle tax matters
- D. Yes, but only if Phineas signed a waiver acknowledging her lack of experience

42. Lawyer Sergio represents three siblings — Tomas, Ulrika, and Viktor — in jointly contesting their father's will. During the joint representation, Tomas privately tells Sergio that he forged a portion of an earlier will exhibit. Sergio is concerned this could affect the joint representation. May Sergio share Tomas's admission with the other siblings?

- A. Yes, in a joint representation information relating to the matter is generally shared among co-clients; Sergio should have advised all clients at the outset of the lack of confidentiality among them and should now address the issue, potentially withdrawing if necessary
- B. No, because the information was communicated in private from Tomas to Sergio alone
- C. Yes, but only with prior court permission authorizing the disclosure
- D. No, because Sergio owes equal and absolute confidentiality duties to each sibling

43. Lawyer Hortense is a partner at a firm. The firm hires a new associate, Iris, who passed the bar two months ago. Hortense assigns Iris to handle a complex deposition entirely on her own with no supervision. Hortense does not review Iris's preparation materials. During the deposition, Iris makes several serious errors that harm the client's case. Has Hortense violated any rule?

- A. Yes, Hortense violated Rule 5.1, which requires partners and supervisory lawyers to make reasonable efforts to ensure subordinate lawyers conform to the Rules and to provide reasonable supervision, particularly for inexperienced lawyers
- B. No, because Iris is fully licensed and individually responsible for her conduct
- C. Yes, but only because the client was ultimately harmed by the errors
- D. No, because new associates must learn through hands-on experience handling depositions

44. Judge Wynton is sitting on a case involving a real estate developer. Wynton's spouse owns a small minority interest in a real estate fund that holds stock in the developer's company. Wynton was unaware of the spouse's interest until informed by court personnel today. What must Wynton do?

- A. Continue presiding, since the connection through the fund is sufficiently indirect
- B. Disqualify himself only if a party formally objects to his continued participation
- C. Disclose the interest in writing to the parties and seek their waiver before continuing
- D. Disqualify himself unless the financial interest is de minimis and could not be substantially affected by the proceeding, since Rule 2.11(A)(3) requires disqualification for economic interests, with a possible de minimis exception depending on the size and nature of the holding

45. Lawyer Cyrus represents Defendant in a criminal trial. The prosecutor offers a plea deal: 5 years in prison for a guilty plea. Cyrus believes the deal is reasonable given the strong evidence. Defendant tells

Cyrus, "I don't want a plea — I want to go to trial." Cyrus accepts the plea on Defendant's behalf, believing it serves Defendant's best interests. Defendant later learns of the acceptance. Has Cyrus violated any rule?

- A. No, because Cyrus acted in what he reasonably believed was Defendant's best interests
- B. No, because Cyrus reasonably believed the plea was a sound legal decision
- C. Yes, but Cyrus is only subject to civil malpractice liability rather than discipline
- D. Yes, Cyrus violated Rule 1.2(a), which expressly reserves to the client in a criminal case the decision whether to plead guilty, regardless of the lawyer's assessment of reasonableness

46. Lawyer Yana represents Client Zara in negotiating an employment contract with NewCo. NewCo offers a 25% raise but with a strict 3-year non-compete clause. Zara is uncertain. Yana tells Zara, "Take the offer — the non-compete is standard and won't be enforceable anyway." Without further discussion, Yana signs the contract on Zara's behalf using a general power of attorney Zara had earlier given Yana. Has Yana acted properly?

- A. Yes, because Yana acted within the scope of a valid power of attorney granted by Zara
- B. Yes, because Yana reasonably believed the non-compete was unenforceable
- C. No, because the decision whether to accept a contract belongs to the client under Rule 1.2(a), and Yana should have consulted Zara further and obtained specific authorization for these particular terms
- D. No, because the non-compete clause described would be per se unenforceable by law

47. Lawyer Ron has begun handling more business clients. To attract more, he sends targeted letters to small business owners in his county, identifying himself and his firm and offering a free 30-minute consultation. The letters do not contain false statements and are clearly labeled as advertising material. None of the recipients are known to Ron to be currently represented on the relevant matter. Are the letters permissible?

- A. Yes, targeted direct-mail solicitation to potential business clients is generally permissible under Rule 7.3 if it includes "Advertising Material" labeling and does not involve coercion, duress, or harassment
- B. No, because Rule 7.3 prohibits all written solicitation to potential clients without exception
- C. No, because targeted solicitation requires prior state bar review and approval
- D. Yes, but only if Ron is a certified specialist in business law in his state

48. Lawyer Erica is admitted in State A. She is asked to represent a client in a federal lawsuit pending in State B's federal district court, where she is not admitted. Erica plans to file a pro hac vice motion. She intends to travel to State B only for occasional hearings; her client and most of the work are in State A. Is Erica's plan permissible?

- A. No, because she must first obtain full State B bar admission before any involvement
- B. No, because pro hac vice admission requires the lawyer's permanent residence in State B
- C. Yes, pro hac vice admission is the standard mechanism for out-of-state lawyers to handle individual matters
- D. Erica's plan is permissible — Rule 5.5(c)(2) authorizes services in another jurisdiction in which she is admitted pro hac vice — provided she also complies with the local court's procedural requirements for such admission

49. Lawyer Hassan receives \$20,000 from Client Iris for legal fees and \$5,000 for filing fees and court costs. Hassan deposits all \$25,000 into his operating account, planning to track the funds carefully and use them only as needed for Iris's matter. Has Hassan complied with Rule 1.15?

- A. Yes, because Hassan plans to track all the funds carefully going forward
- B. Yes, because Iris understood the funds would be used for her case expenses
- C. No, because Hassan should have segregated only the filing fees from the operating funds
- D. No, advance fees and unearned client funds must be deposited in the trust account, and placing them in the operating account constitutes commingling and misappropriation regardless of tracking intentions

50. Lawyer Maria handles three pending lawsuits for Client Naseem, all involving the same defendant. Maria is on the verge of settling all three when she is diagnosed with a serious illness requiring six months of intensive treatment, preventing her from working. Maria has no colleagues at her solo practice. What is her primary obligation?

- A. To complete the three settlements as quickly as possible to clear her caseload
- B. To inform her clients of the illness only after treatment has actually begun
- C. To take reasonable steps to protect her clients' interests, including arranging for substitute counsel and consulting with clients about whether to continue, transfer, or terminate the representation
- D. To withdraw immediately from each case without consulting clients in advance

51. Lawyer Trent serves on his state bar's screening panel reviewing complaints against other lawyers. While serving, Trent receives a complaint involving Lawyer Una, who is also Trent's neighbor and personal friend. Trent has not yet had a chance to recuse himself from this matter. What is Trent's primary obligation?

- A. Continue serving on the matter and try to be impartial throughout the review
- B. Disclose the personal friendship to other panel members only if directly asked
- C. Resign immediately from the entire screening panel rather than just this matter
- D. Recuse himself from this specific matter due to his personal relationship with the lawyer under review, since his impartiality might reasonably be questioned, while continuing on the panel for other matters

52. Lawyer Aria serves as outside counsel for Goodtech, a corporation. Aria learns from a Goodtech employee that the CEO is committing serious fraud that will substantially harm the corporation. Aria first speaks to the CEO directly, who dismisses the concern. What should Aria do next?

- A. Disclose the fraud externally to the SEC immediately without further internal steps
- B. Aria should ordinarily "report up" within the organization — to higher authority including, if warranted, the board of directors — under Rule 1.13(b), which requires referral to higher authority when necessary in the organization's best interest
- C. Withdraw from the representation immediately and say nothing further about the matter
- D. Resign and notify the corporation's shareholders directly about the CEO's conduct

53. Lawyer Pavel represents Plaintiff in a wrongful termination suit against Mansell Co. Pavel sends a settlement demand letter directly to Mansell's CEO, bypassing Mansell's outside counsel. Pavel has known Mansell's CEO socially for years and figures the CEO will be more reasonable than the lawyers. Has Pavel violated any rule?

- A. No, because Pavel and the CEO have a long personal friendship that predates the matter
- B. No, because settlement letters are properly addressed to corporate decisionmakers
- C. Yes, but only if Mansell's outside counsel formally objects to the direct contact
- D. Yes, because Rule 4.2 prohibits a lawyer from communicating about the subject of representation with a person the lawyer knows is represented by counsel in the matter, without that lawyer's consent or other authorization

54. Judge Carmen sits on a state appellate court. Her son is starting a new law practice and asks Judge Carmen to attend his open house and meet potential clients. Judge Carmen plans to attend in her personal capacity and not identify herself as a judge to attendees. Is this permissible?

- A. Yes, because judges may engage in any personal social activity without restriction
- B. No, because judges may never attend events hosted by practicing lawyers
- C. Judge Carmen may attend a family member's open house, but she must avoid conduct that exploits her judicial position or could reasonably be perceived as lending the prestige of office to her son's private business interests
- D. No, because the son's open house is functionally a business fundraising event

55. Lawyer Lev represents Client Mira in a complex commercial dispute. Mira has limited English proficiency and prefers her brother, who is fluent in English, to attend meetings and "speak for her." Lev complies and conducts all client communications through Mira's brother for six months. Has Lev acted properly?

- A. Lev should have communicated directly with Mira through a qualified interpreter rather than through her brother, since the duty to communicate under Rule 1.4 runs to the client, and using a family member raises concerns about confidentiality, translation accuracy, and independent client decision-making
- B. Yes, because Mira voluntarily chose to use her brother as her representative in meetings
- C. Yes, because Lev complied with the explicit preferences of his client throughout
- D. No, because lawyers may never communicate with a client through any third party

56. Lawyer Quincy represents Client Rina in a divorce. Rina's husband's lawyer subpoenas Quincy seeking copies of Quincy's communications with Rina. Rina has not consented to disclosure. The subpoena is procedurally valid on its face. What is Quincy's first obligation?

- A. Quincy should assert the attorney-client privilege on Rina's behalf, notify Rina, and provide her an opportunity to challenge or quash the subpoena before producing any privileged material
- B. Quincy must comply with the subpoena immediately by producing the requested documents
- C. Quincy should produce the documents now and let Rina address the privilege issue later
- D. Quincy should refuse all cooperation with the subpoena process and ignore further notices

57. Lawyer Theo is suspended from practice for 90 days due to a disciplinary violation. During the suspension, Theo continues to maintain his office, instructs his paralegal to handle routine client correspondence, and personally drafts a legal memorandum at a friend's request. Has Theo violated any rule?

- A. No, because Theo is not making any court appearances during his suspension period
- B. Yes, Theo's drafting of a legal memorandum during suspension constitutes the unauthorized practice of law, and maintaining a practice through office staff may also violate the terms of his suspension
- C. No, because Theo's friend was not a paying client for the memorandum work
- D. Yes, but only the maintenance of an active office is improper during suspension

58. Lawyer Sienna is a litigator who has won several large jury verdicts. She wants to start a blog discussing her cases and offering general legal commentary. She plans to use former clients' names and case details only with their written permission. She also plans to write op-ed pieces in a local newspaper about pending court cases not involving her. Are these activities permissible?

- A. The blog is permissible, but op-ed pieces about pending cases violate Rule 3.6 trial publicity rules
- B. The op-ed pieces are permissible, but the blog violates Rule 1.6 confidentiality regardless of consent
- C. Neither activity is permissible because both implicate professional conduct concerns
- D. The blog is permissible if former clients consent and the content is accurate, and her op-eds about pending cases not involving her are generally permissible — Rule 3.6 applies primarily to lawyers participating in the matter, giving her more latitude on cases where she is not counsel

59. Lawyer Tara represents Plaintiff. She receives a discovery document from opposing counsel that, on reading, appears to be a privileged internal email from Defendant to Defendant's general counsel. Tara realizes the document was likely sent inadvertently. What must Tara do?

- A. She may use the document freely since opposing counsel transmitted it to her in discovery
- B. Under Rule 4.4(b), Tara must promptly notify the sender of the inadvertent transmission; further obligations regarding return, sequestration, or use may depend on the jurisdiction and may be addressed by the parties or the court
- C. She must destroy the document immediately without informing anyone of its receipt
- D. She must report opposing counsel to the bar for the inadvertent disclosure of the document

60. Lawyer Lou represents Plaintiff in a breach of contract claim. Plaintiff is suing two co-defendants, Davis and Edgar, who are jointly represented by Lawyer Walt. Lou wants to negotiate with Davis individually about settling, believing Davis may be more willing to settle than Edgar. May Lou contact Davis directly?

- A. Yes, because Davis is one of multiple co-defendants in a joint defense
- B. Yes, because settlement negotiations are inherently between the parties themselves
- C. No, because Davis is represented by Lawyer Walt in the matter, and Rule 4.2 prohibits Lou from communicating about the subject of the representation with a represented party without consent of that party's counsel
- D. Yes, provided that Lou first sends a copy of his contact letter to Lawyer Walt

## Practice Exam 9: Full Answer Key & Explanations

**1. B** — Andrea now represents Daniel directly adverse to Patel Industries on his severance, which is concurrent direct adversity under Rule 1.7(a)(1) requiring informed consent confirmed in writing from both clients. Daniel's executive authority does not enable him to consent on Patel's behalf because his interests are adverse to the entity on this very matter, so the entity must consent through a different authorized representative.

**2. A** — Joint representation requires the lawyer to explain at the outset that information shared in the engagement will be available to all co-clients, and Rule 1.7(b)(4) requires informed consent confirmed in writing for the inherent joint-representation conflict. Pierre's failure to provide that explanation and obtain written confirmation is a deficiency even if the siblings appear aligned in objective.

**3. C** — Rule 3.3(a)(3) requires the lawyer who has offered material evidence and comes to know of its falsity to take reasonable remedial measures, including disclosure to the tribunal if necessary. Toni must first attempt to have the client correct the falsehood, then escalate to the court if the client refuses, because the candor duty supersedes confidentiality in this tribunal context.

**4. D** — Rule 1.10(a)(2) allows a firm with a migratory lawyer carrying a Rule 1.9 conflict to proceed with the new representation if the personally disqualified lawyer is timely screened and apportioned no fee, written notice is given to the former client, and the former client has a reasonable opportunity to ascertain compliance. This screening cure was added to facilitate lateral lawyer mobility while protecting the former client's confidences.

**5. B** — Rule 1.5(e) permits division of fees between lawyers in different firms only if the division is proportional to services performed or each lawyer assumes joint responsibility, the client agrees to the arrangement in a writing disclosing the share each lawyer will receive, and the total fee is reasonable. Failing to inform the clients of the fee-splitting arrangement is itself a disciplinary violation regardless of any other defects.

**6. B** — Rule 1.6 protects "information relating to the representation," not merely confidential secrets, so even a price range or general transaction detail is shielded. Sandra's disclosure to Investor C revealed information learned in representing Investor A, and the absence of A's authorization — not the level of specificity — is what makes the disclosure improper.

**7. C** — Joint representation in a transactional matter is governed by Rule 1.7(b), which requires the lawyer's reasonable belief in competent representation of each client, that the representation is not prohibited by law or involve directly adverse litigation, and informed consent confirmed in writing from each. Greta's signal of flexibility is something to evaluate, but does not categorically disqualify joint representation if the consent and competence requirements are met.

**8. C** — Once Jane learns that an exhibit she introduced is partially fabricated, Rule 3.3(a)(3) triggers her duty to take reasonable remedial measures, including disclosure to the tribunal if necessary. The duty applies whether the falsity was inadvertent or the client's doing, and it overrides Rule 1.6 confidentiality in the tribunal context.

**9. A** — Rule 1.8(c) prohibits a lawyer from preparing an instrument giving the lawyer or a "person related to the lawyer" any substantial gift, and the rule defines "related" to include a spouse. The prohibition is categorical for non-relative donors regardless of the lawyer's belief about voluntariness or the size of the relationship with the prospective donor.

**10. D** — Rule 1.1 requires legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation, and Ben has neither the experience nor a plan to acquire competence through study or association with experienced patent counsel. The client's agreement and the lower fee do not excuse the competence violation because clients cannot waive Rule 1.1's baseline.

**11. C** — Concurrent representation of Hospital and Nurse Frank arising from the same incident creates a significant risk of material limitation under Rule 1.7(a)(2) because the parties may have divergent interests on questions of contribution, indemnification, and individual versus institutional fault. Joint representation requires the lawyer's reasonable belief in competent representation of each plus informed consent confirmed in writing from both clients.

**12. D** — Rule 2.11(A) of the Model Code requires disqualification when the judge's impartiality might reasonably be questioned, which is a fact-sensitive inquiry rather than an automatic rule. Disclosure to the parties of the former clerkship and any prior involvement with the defendant is appropriate so that waiver can be evaluated and concerns can be raised on the record.

**13. A** — Comment 2 to Rule 4.1 expressly treats statements about a party's estimate of value or willingness to settle as "ordinarily" not statements of material fact within the meaning of the rule. Negotiating posture and authorized settlement range are conventionally understood as puffery in this context, distinguishing them from misstatements of historical fact that would violate Rule 4.1.

**14. D** — Rule 1.16(c) requires the lawyer to comply with applicable law requiring notice to or permission from a tribunal when terminating a representation, and Rule 1.16(d) requires steps reasonably practicable to protect the client's interests, including giving reasonable notice and surrendering papers. Withdrawing two weeks before trial requires court permission and active measures to avoid prejudicing Rick.

**15. C** — Rule 7.1 prohibits false or misleading communications about the lawyer or the lawyer's services, and a "#1" superlative based on an informal personal survey rather than independent metrics is misleading per Comment 3 to Rule 7.1. The accuracy of the cumulative recovery figure does not cure the misleading superlative.

**16. A** — Rule 1.7(a)(2) creates a concurrent conflict when there is a significant risk that the lawyer's responsibilities to a current client will be materially limited by a personal interest, including a close family relationship. Priya must assess whether informally advising her brother creates such a material limitation on her representation of the bank and obtain informed consent if she wishes to proceed.

**17. B** — Rule 1.15(e) requires the lawyer to keep disputed property separate until the dispute is resolved and to promptly distribute any portion not in dispute. Drew must release the undisputed \$200,000 to Faye immediately while keeping the disputed fee portion segregated in trust until his dispute with the ex-spouse is resolved through proper process.

**18. C** — Rule 1.2(a) reserves to the client the decisions concerning the objectives of representation, including whether to file a new lawsuit, and the lawyer must consult with the client about the means by which those objectives are pursued. A general "trust me" statement does not constitute the kind of specific informed authorization required to file a separate lawsuit on a different theory and against a new defendant.

**19. A** — Rule 1.6(b)(2) permits a lawyer to disclose confidential information to the extent the lawyer reasonably believes necessary to prevent the client from committing a crime or fraud reasonably certain to result in substantial financial injury, when the client has used or is using the lawyer's services in furtherance. Greg's use of Heather's earlier offshore-entity work to conceal the ongoing embezzlement satisfies the services-in-furtherance trigger.

**20. D** — Rule 3.4(a) prohibits a lawyer from unlawfully obstructing another party's access to evidence or counseling another to do so, and Rule 8.4(d) bars conduct prejudicial to the administration of justice. Oscar's instruction to "discourage" Wendy from appearing is exactly the witness-tampering conduct these rules forbid, and routing it through the client does not insulate Oscar from discipline.

**21. B** — Rule 1.7(a) defines a concurrent conflict whenever a lawyer represents one client directly adverse to another current client, even on an unrelated matter, and Comment 4 expressly addresses "thrust upon" conflicts. The firm must either withdraw from one or both representations or obtain informed consent confirmed in writing from each affected client, assuming consent is permissible under Rule 1.7(b).

**22. B** — Rule 4.3 limits a lawyer's dealings with an unrepresented person whose interests are or may be in conflict with the client's, prohibiting the lawyer from giving any legal advice other than the advice to secure counsel. Telling Karl to sign a witness statement to avoid a deposition is precisely the type of legal advice Rule 4.3 forbids when interests may be in conflict.

**23. A** — Rule 1.1 requires competence in each matter undertaken, and Rule 1.3 requires reasonable diligence and promptness in representing each client. Diana's overcommitment, producing both an unprepared new matter and missed communications with an existing client, implicates both duties because workload management is itself a competence and diligence obligation.

**24. C** — Rule 1.9(a) prohibits a lawyer from representing a client whose interests are materially adverse to a former client in the same or a substantially related matter, absent informed consent confirmed in writing. Reza's prior drafting of the very non-compete template Vince now seeks to challenge makes the matters substantially related under Rule 1.9(b)'s playbook analysis.

**25. B** — Rule 1.18 governs duties to prospective clients: the lawyer cannot use or reveal consultation information, and the lawyer is disqualified from a materially adverse matter in the same or substantially related matter only if she received information that could be "significantly harmful" to the prospective client. Maya may still represent the manufacturer in the different plaintiff's case absent such disqualifying information, with screening where required.

**26. B** — Rule 5.5(c) permits a lawyer admitted in another U.S. jurisdiction to provide legal services on a temporary basis in a jurisdiction where she is not admitted if the services arise out of or are reasonably related to the lawyer's home-jurisdiction practice. A six-month visiting professor stint with limited contract advisory work may qualify if it does not rise to a systematic and continuous presence.

**27. D** — Rule 3.4(b) prohibits a lawyer from offering an inducement to a witness prohibited by law, and Comment 3 clarifies that reasonable compensation for a witness's loss of time and reasonable expenses is permissible. The propriety of \$2,000 depends on whether it reflects reasonable lost-time compensation rather than a payment contingent on the substance of the testimony.

**28. A** — Rule 2.11(A) requires disqualification whenever the judge's impartiality might reasonably be questioned, which is a freestanding inquiry beyond the enumerated grounds. The nephew's relationship to a litigant raises a reasonable-question issue depending on his role, economic interests, and proximity to the dispute, and disclosure to the parties is appropriate regardless of the ultimate disqualification outcome.

**29. B** — Rule 1.7(b) governs whether a concurrent conflict that develops during a representation can be cured by consent, and a conflict between co-clients on settlement strategy ordinarily requires the lawyer to consult with each client, evaluate consentability, and either obtain informed consent confirmed in writing or withdraw. The lawyer cannot simply continue or unilaterally favor one client's position.

**30. A** — Rule 1.14 governs the lawyer's relationship with a client of diminished capacity but does not transfer decision-making authority to the lawyer absent a properly executed legal instrument such as a durable power of attorney. An informal expression of trust years earlier is not legally operative authority, and Marcus may need to consider seeking a guardian or conservator if Ned's capacity has materially diminished.

**31. A** — Rule 7.1 prohibits false or misleading communications about the lawyer or the lawyer's services, and listing a practice area implies a level of competence in that area. Sara may list fields in which she is actually competent, but advertising areas where her involvement is minimal can create a misleading impression of expertise that brings her within Rule 7.1's prohibition.

**32. C** — Rule 1.11(a) restricts a former government lawyer from representing a client in connection with a matter in which she personally and substantially participated as a public officer, and the rule is matter-specific rather than party-specific. Mitch's wire fraud investigation is a different matter from Larry's tax evasion prosecution, so Aurora is not disqualified by her prior government work.

**33. D** — Rule 1.1 requires competence, Rule 1.3 requires reasonable diligence, and Rule 1.4 requires keeping the client reasonably informed and promptly responding to reasonable requests for information. Quentin's failure to monitor a deadline, communicate meaningfully, and competently track the case implicates all three duties simultaneously.

**34. C** — Rule 1.6(b)(5) permits a lawyer to reveal information relating to the representation to the extent reasonably necessary to establish a claim or defense in a controversy between the lawyer and the client or to respond to allegations of misconduct involving the lawyer's representation. Beth may use Felicia's confidential information narrowly to defend against the sanctions motion.

**35. C** — Rule 3.4(e) prohibits a lawyer at trial from asserting personal knowledge of facts in issue or stating personal opinions on credibility or the justness of a cause, and the long-recognized "golden rule" argument asking jurors to imagine themselves as a party violates that rule. The argument is improper because it appeals to juror self-interest rather than evidence-based deliberation.

**36. B** — Rule 8.4(b) makes it professional misconduct to commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer. Shoplifting is a crime of dishonesty by its nature, so even a misdemeanor conviction can satisfy Rule 8.4(b) and subject the lawyer to discipline depending on the jurisdiction's interpretation.

**37. B** — Rule 1.10(a)(2) permits screening for a migratory lawyer's Rule 1.9 conflicts only if the firm provides timely written notice to the former client, the screen is timely imposed, the disqualified lawyer is apportioned no part of the fee from the matter, and the firm provides certifications of compliance during and at the conclusion of the matter. Damon's failure to notify Acme defeats the screening cure.

**38. D** — Either Pia is also representing Ramla (creating a concurrent conflict under Rule 1.7 because Qadir's interest in accessing the funds is adverse to Ramla's interest in safeguarding them) or Ramla is unrepresented (triggering Rule 4.3, which prohibits giving any legal advice other than to seek counsel and requires correcting misunderstandings about the lawyer's role). Neither path supports preparing the instrument the way Pia did.

**39. A** — Rule 1.15(c) requires a lawyer to deposit into the client trust account funds received from a client as advance fees and expenses, withdrawing the funds only as fees are earned or expenses incurred. Wendy's deposit-and-timed-withdrawal model precisely follows the rule's framework for handling advance fees.

**40. C** — Rule 6.1 expresses the legal profession's aspirational pro bono service goal and explicitly states that the responsibility is one each lawyer "should" fulfill, not "must." The aspirational framing has been understood since adoption to place enforcement outside the disciplinary process, with the rule serving as professional guidance rather than a basis for sanction.

**41. B** — Rule 1.1 Comment 2 permits a lawyer to acquire competence in a new field through necessary study, and Comment 6 permits acquiring competence by association with a lawyer of established competence — but each requires the lawyer's actual plan to attain competence. Olympia's "figure it out as we go" approach fails both pathways and itself raises a competence violation.

**42. A** — Comment 31 to Rule 1.7 establishes that information shared in a joint representation is generally available to all co-clients, and the lawyer is expected to explain that lack of confidentiality at the outset. Tomas's admission materially affects the joint matter, so Sergio cannot keep it from the other siblings and should address the issue, potentially through withdrawal.

**43. A** — Rule 5.1(b) requires a lawyer with direct supervisory authority over another lawyer to make reasonable efforts to ensure that the supervised lawyer conforms to the Rules, and Rule 5.1(c)(2) imposes responsibility for another lawyer's violation when a supervisor knows of the conduct and fails to take action. Assigning a complex deposition to a two-month attorney without any review violates these supervisory duties.

**44. D** — Rule 2.11(A)(3) of the Model Code requires disqualification when the judge knows that he or his spouse has an economic interest in the subject matter in controversy or in a party to the proceeding. The de minimis exception within Rule 2.11(A)(3) may apply if the interest is small enough that it could not be substantially affected by the outcome, but the analysis is fact-specific.

**45. D** — Rule 1.2(a) explicitly provides that in a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial, and whether the client will testify. The plea decision is unconditionally reserved to the criminal defendant, and Cyrus's substitution of judgment violates the rule regardless of the deal's apparent reasonableness.

**46. C** — Rule 1.2(a) reserves to the client the decision whether to accept the substantive terms of an employment-equivalent contract, and a general power of attorney does not authorize the lawyer to make decisions reserved to the client under Rule 1.2(a) without specific authorization for the particular terms. The non-compete clause's enforceability is a separate matter from the lawyer's authority to bind the client.

**47. A** — Rule 7.3, as amended in 2018, permits targeted written solicitation of prospective clients including business owners if it is not false or misleading and does not involve coercion, duress, or harassment, with "Advertising Material" labeling required on certain solicitations. Ron's letters meet these requirements and are a recognized form of permissible solicitation.

**48. D** — Rule 5.5(c)(2) authorizes a lawyer admitted in another U.S. jurisdiction to provide legal services on a temporary basis in a jurisdiction where she is not admitted when the services are in or reasonably related to a pending or potential proceeding before a tribunal in which the lawyer is authorized to appear, such as by pro hac vice admission. Erica's plan fits this framework.

**49. D** — Rule 1.15(a) requires a lawyer to hold property of clients in a separate account, and Rule 1.15(c) specifically requires deposit of advance fees and expenses into a trust account, to be withdrawn only as earned or incurred. Depositing the entire \$25,000 into the operating account is commingling and misappropriation regardless of subjective intent or careful internal tracking.

**50. C** — Rule 1.16(d) requires the lawyer to take steps reasonably practicable to protect the client's interests upon termination, including giving reasonable notice, allowing time for the employment of other counsel, and surrendering papers. A solo practitioner facing extended illness must arrange alternative coverage and consult with the client about how to proceed rather than rushing the matters or abandoning them.

**51. D** — Although disciplinary screening panels are not courts, Rule 2.11 principles of impartiality apply analogously to panel members, and Rule 1.7(a)(2) personal-interest concerns also apply. Trent's friendship with the lawyer under review creates a reasonable question about his impartiality on this matter, and the appropriate response is targeted recusal from this matter rather than blanket panel resignation.

**52. B** — Rule 1.13(b) requires a lawyer who knows that an officer or employee of an organization is engaged in conduct that is a violation of law reasonably imputable to the organization, and likely to result in substantial injury to the organization, to refer the matter to higher authority within the organization, including the highest authority that can act on its behalf. Aria's first obligation after the CEO dismisses the concern is reporting up, not external disclosure.

**53. D** — Rule 4.2 prohibits a lawyer, in representing a client, from communicating about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless that lawyer has consented or the communication is authorized by law or court order. Personal friendship with the CEO does not authorize Pavel to bypass Mansell's counsel.

**54. C** — Rule 1.3 of the Model Code of Judicial Conduct prohibits a judge from abusing the prestige of judicial office to advance the personal or economic interests of the judge or others. Judge Carmen may attend her son's open house as a family member but must avoid any signaling that uses her judicial position to lend credibility to her son's private business interests.

**55. A** — Rule 1.4 imposes the lawyer's communication duty directly to the client, and Comment 6 addresses communicating through intermediaries when a client cannot effectively communicate in English. Using a qualified interpreter rather than a family member with potentially adverse interests safeguards the client's ability to make informed decisions and protects the integrity of the communications.

**56. A** — Comment 15 to Rule 1.6 establishes that when a lawyer is required by other law (such as a subpoena) to disclose information about a client, the lawyer should first assert all reasonable nonfrivolous claims that the information is privileged and consult with the client about how to respond. Quincy must protect the privilege on Rina's behalf and give her an opportunity to challenge before producing anything.

**57. B** — Rule 5.5(a) prohibits a lawyer from practicing law in violation of the regulation of the legal profession in a jurisdiction, and drafting legal memoranda during a disciplinary suspension constitutes unauthorized practice. Maintaining a practice through office staff during suspension also typically violates the terms of the suspension order, compounding the violation.

**58. D** — Rule 3.6 governs trial publicity and applies primarily to a lawyer who is participating or has participated in the investigation or litigation of a matter; commentary on pending cases in which the lawyer is not counsel falls outside the rule's core scope. Discussing former clients with their written consent also navigates Rule 1.6's confidentiality requirements while complying with the rule's framework.

**59. B** — Rule 4.4(b) requires a lawyer who receives a document or electronically stored information relating to the representation of the lawyer's client, and who knows or reasonably should know that the document was inadvertently sent, to promptly notify the sender. Further obligations regarding return or use are addressed by procedural law, the parties, or the court rather than dictated uniformly by Rule 4.4(b).

**60. C** — Rule 4.2 prohibits a lawyer from communicating about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless that lawyer has consented or the communication is authorized by law or court order. Davis being one of two co-defendants jointly represented by Walt does not change the rule — Walt's consent is required for direct contact about settlement.