NEW YORK STATE
CITYWIDE ASSOCIATION OF LAW ASSISTANTS OF THE CIVIL, CRIMINAL & FAMILY COURTS IN THE CITY OF NEW YORK
&
THE OFFICE OF COURT ADMINISTRATION

PRESENT:

A 2015 ETHICS UPDATE – "ETHICS, PROFESSIONALISM & BEST PRACTICES FOR COURT ATTORNEYS"

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NEW YORK CITY

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INTRODUCTORY COMMENTS.[*]

A. As the legal profession faces a new and more digital and global decade, lawyers, and the Judges and Court Attorneys before whom they appear, are increasingly faced with novel and sometimes unfamiliar challenges of when, where and how the "practice" and the "business" of law are conducted – in the broader context of evaluating claims of ethical impropriety, incivility and unprofessionalism. Some of the most significant of these challenges involve the interpretation and application of ethics-related and other rules of engagement in what has been described as "Rambo"-type lawyering.

B. Indeed, many of these novel questions will need to be considered – and, indeed, *viewed from the Bench* – in the context of the New York Rules of Professional Conduct and the ethics opinions and cases that have interpreted those Rules. This Continuing Legal Education program will address the Rules of Professional Conduct, as well as some of the frequently raised issues relating to aggressive litigation, which should be "spotted" by attorneys, Judges and Court Attorneys for closer examination. Need-to-know, "high-impact" ethics issues include: properly-executed retainer agreements; litigation-related misconduct; the impact of technology inside and outside the courtroom; and the differences between ethics, professionalism and civility.

C. Experience demonstrates that lawyers who face disciplinary and Court inquiries into their conduct typically get "in trouble" not because they make the "wrong" ethical decisions, but, rather, because they do not see the "issues," or because they ignore the issues. Many times, Judges and their Staff are called upon to identify those issues and determine how those issues and actual attorney conduct impact on the case as it progresses. Only when the Court and their Staff identify the ethics-related issues and the limits to legitimate attorney conduct can the Court truly assess how to properly exercise its judicial authority and discretion.

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[*]I would like to gratefully acknowledge the assistance of my staff in the preparation of this monograph, with special thanks to my associate, Michelle P. Kliegman, Esq.

I.
CONSTRUCTING AN ETHICAL RETAINER AGREEMENT.

A. New York Legal Authorities For Consideration:

1. N.Y.S.B.A. Op. 1061 (2015) (concluding that a lawyer may participate in the reporting of a client's payment history [e.g., timeliness of payment] on a database system that can be accessed by subscribing law firms and their staff, provided that the client gives informed consent and that such consent is not coerced. In order to effectively obtain the client's informed consent, the material risks of consenting should be explained by the lawyer to the client, including how the information obtained may be used; such explanation should consider the sophistication of the client; the lawyer should advise the client of his/her right to have independent counsel review the consent; and the consent can be revoked by the client at any time).

2. N.Y.S.B.A. Op. 1043 (2015) (concluding that a lawyer is not ethically permitted to accept a referral fee that consists of a real estate broker's commission in lieu of charging a fee to the lawyer's client, even if the lawyer obtained client's informed consent).

3. N.Y.S.B.A. Op. 1050 (2015) (concluding that a lawyer may charge a client an amount over the credit card processing fees in connection with the lawyer's advance payment retainer, provided that: (i) the client receives disclosure of the up-charge and attorney obtains client consent beforehand; (ii) the amount of the up-charge is nominal; and (iii) the advance payment retainer and the processing fees charged, including the up-charge, are deemed reasonable under the circumstances).

4. N.Y. City Bar Op. 2015-2 (2015) (concluding that a nonrefundable monthly fee may be ethically permissible under certain circumstances, provided that the fee is not excessive, the fee is fully earned, and the fee does not interfere with the client's right to discharge the attorney; and, the Opinion further concluded that the retainer agreement is also required to "clearly disclose how the fee is calculated, what services are covered by the fee, and under what circumstances the fee becomes fully earned and, thus, nonrefundable").

5. N.Y. City Bar Op. 2014-3 (2014) (concluding that an attorney is not ethically permitted to charge a client's credit card account for any disputed portion of the fee, even if the client had given the attorney prior authorization to charge the client's credit card account for legal fees).

6. Matter of Brogdon, 92 A.D.3d 185 (2d Dept. 2012) (Court disbarred attorney from the practice of law for engaging in misconduct, including: executing retainer agreements that contained a non-refundable fee provision; charging and collecting from clients non-refundable fees; and charging illegal and excessive fees).

7. Matter of Edelman, 86 A.D.3d 96 (1st Dept. 2011) (Court imposed a six-month suspension against an attorney who continuously provided clients with retainer agreements that contained non-refundable fees, despite attorneys defense that she always returned unearned fees to her clients).

8. Matter of Graziano, 87 A.D.3d 283 (2d Dept. 2011) (Court reciprocally disciplined an attorney by imposing a one-year suspension for having engaged in impermissible fee-sharing by giving non-lawyer staff members legal fees disguised as "bonuses" when, in fact, the payments were for the purpose of compensating the non-lawyers for referring clients to the lawyer).

9. Matter of Towns, 75 A.D.3d 93 (2d Dept. 2010) (Court imposed a six-month suspension against an attorney for charging and collecting illegal and excessive fees for legal and non-legal services and engaging in a pattern of excessive billing involving an elderly client suffering from dementia).

10. Vandenburg & Feliu, LLP v. Interboro Packaging Corp., 70 A.D.3d 931 (2d Dept. 2010) (Court concluded that where law firm was hired to represent client in several matters, it was permissible to only execute one retainer agreement that referenced the initial matter for which the law firm was retained where "the fee to be charged is expected to be less than $3,000," or "the attorney's services are of the same general kind as previously rendered to and paid for by the client").

B. The Relevant New York Rules:

1. N.Y.R.P.C. 1.1:

> "(a) A lawyer should provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.
>
> (b) A lawyer shall not handle a legal matter that the lawyer knows or should know that the lawyer is not competent to handle, without associating with a lawyer who is competent to handle it."

2. N.Y.R.P.C. 1.2(c):

> "A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances, the client gives informed consent and where necessary notice is provided to the tribunal and/or opposing counsel."

3. N.Y.R.P.C. 1.3:

> "(a) A lawyer shall act with reasonable diligence and promptness in representing a client.
>
> (b) A lawyer shall not neglect a legal matter entrusted to the lawyer.
>
> (c) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but the lawyer may withdraw as permitted under these Rules."

4. N.Y.R.P.C. 1.4:

> "(a) A lawyer shall:
>
> (1) promptly inform the client of: (i) any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(j), is required by these Rules; (ii) any information required by court rule or other law to be communicated to a

client; and (iii) material developments in the matter including settlement or plea offers.

(2) reasonably consult with the client about the means by which the client's objectives are to be accomplished;

(3) keep the client reasonably informed about the status of the matter;

(4) promptly comply with a client's reasonable requests for information; and

(5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by these Rules or other law.

(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation."

5. N.Y.R.P.C. 1.10:

"(e) A law firm shall make a written record of its engagements, at or near the time of each new engagement, and shall implement and maintain a system by which proposed engagements are checked against current and previous engagements when:

(1) the firm agrees to represent a new client;

(2) the firm agrees to represent an existing client in a new matter;

(3) the firm hires or associates with another lawyer; or

(4) an additional party is named or appears in a pending matter.

(f) Substantial failure to keep records or to implement or maintain a conflict-checking system that complies with paragraph (e) shall be a violation thereof regardless of whether there is another violation of these Rules."

6. 22 N.Y.C.R.R. § 1215.1:

"(a) Effective March 4, 2002, an attorney who undertakes to represent a client and enters into an agreement for, charges or collects any fee from a client shall provide to the client a written letter of engagement before commencing the representation, or within a reasonable time thereafter (i) if otherwise impracticable or (ii) if the scope of services to be provided cannot be determined at the time of the commencement of representation. For purpose of this rule, where an entity (such as an insurance carrier) engages an attorney to represent a third party, the term 'client' shall mean the entity that engages the attorney. Where there is a significant change in the scope of services or the fee to be charged, an updated letter of engagement shall be provided to the client.

(b) The letter of engagement shall address the following matters:

(1) Explanation of the scope of the legal services to be provided;

(2) Explanation of attorney's fees to be charged, expenses and billing practices; and, where applicable, shall provide that the client may have a right to arbitrate fee disputes under Part 137 of the Rules of the Chief Administrator.

(c) Instead of providing the client with a written letter of engagement, an attorney may comply with the provisions of subdivision (a) by entering into a signed written retainer agreement with the client, before or within a reasonable time after commencing the representation, provided that the agreement addresses the matters set forth in subdivision (b)."

7. N.Y.R.P.C. 1.5(b):

"A lawyer shall communicate to a client the scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible. This information shall be communicated to the client before or within a reasonable time after commencement of the representation and shall be in writing where required by statute or court rule. This provision shall not apply when the lawyer will charge a regularly represented client on the same basis or rate and perform services that are of the same general kind as previously rendered to and paid for by the client. Any changes in the scope of the representation or the basis or rate of the fee or expenses shall also be communicated to the client."

8. 22 N.Y.C.R.R. § 1215.2:

"1. [22 N.Y.C.R.R. § 1215.1 shall not apply to] representation of a client where the fee to be charged is expected to be less than $3,000,

2. [22 N.Y.C.R.R. § 1215.1 shall not apply to] representation where the attorney's services are of the same general kind as previously rendered to and paid for by the client, or

3. [22 N.Y.C.R.R. § 1215.1 shall not apply to] representation in domestic relations matters subject to [22 N.Y.C.R.R.] Part 1400 of the Joint Rules of the Appellate Division...., [and]

4. [22 N.Y.C.R.R. § 1215.1 shall not apply to] representation where the attorney is admitted to practice in another jurisdiction and maintains no office in the State of New York, or where no material portion of the services are to be rendered in New York."

9. N.Y.R.P.C. 1.5(a):

"A lawyer shall not make an agreement for, charge, or collect an excessive or illegal fee or expense. A fee is excessive when, after a review of the facts, a reasonable lawyer would be left with a definite and firm conviction that the fee is excessive. The factors to be considered in determining whether a fee is excessive may include the following:

(1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

(2) the likelihood, if apparent or made known to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;

(3) the fee customarily charged in the locality for similar legal services;

(4) the amount involved and the results obtained;

(5) the time limitations imposed by the client or by circumstances;

(6) the nature and length of the professional relationship with the client;

(7) the experience, reputation and ability of the lawyer or lawyers performing the services; and

(8) whether the fee is fixed or contingent."

10. N.Y.R.P.C. 1.5(d)(4):

"A lawyer shall not enter into an arrangement for, charge or collect ... a nonrefundable retainer fee; provided that a lawyer may enter into a retainer agreement with a client containing a reasonable minimum fee clause if it defines in plain language and sets forth the circumstances under which such fee may be incurred and how it will be calculated."

11. 22 N.Y.C.R.R. 603.7(a)(1):

"Every attorney who, in connection with any action or claim for damages for personal injuries or for property damages or for death or loss of services resulting from personal injuries, or in connection with any claim in condemnation or change of grade proceedings, accepts a retainer or enters into an agreement, express or implied, for compensation for services rendered or to be rendered in such action, claim or proceeding, whereby his compensation is to be dependent or contingent in whole or in part upon the successful prosecution or settlement thereof, shall, within 30 days from the date of any such retainer or agreement of compensation, sign personally and

file with the Office of Court Administration of the State of New York a written statement of such retainer or agreement of compensation, containing the information hereinafter set forth."

12. 22 N.Y.C.R.R. 603.7(b)(1):

"A closing statement shall be filed in connection with every claim, action or proceeding in which a retainer statement is required, as follows: every attorney upon receiving, retaining or sharing any sum in connection with a claim, action or proceeding subject to this section shall, within 15 days after such receipt, retention or sharing, sign personally and file with the Office of Court Administration and serve upon the client a closing statement as hereinafter provided. Where there has been a disposition of any claim, action or proceeding, or a retainer agreement is terminated, without recovery, a closing statement showing such fact shall be signed personally by the attorney and filed with the Office of Court Administration within 30 days after such disposition or termination."

13. N.Y.R.P.C. 1.5(g):

"A lawyer shall not divide a fee for legal services with another lawyer who is not associated in the same law firm unless:

(1) the division is in proportion to the services performed by each lawyer or, by a writing given to the client, each lawyer assumes joint responsibility for the representation;

(2) the client agrees to employment of the other lawyer after a full disclosure that a division of fees will be made, including the share each lawyer will receive, and the client's agreement is confirmed in writing; and

(3) the total fee is not excessive."

14. N.Y.R.P.C. 5.4(a):

"A lawyer or law firm shall not share legal fees with a nonlawyer, except that:

(1) an agreement by a lawyer with the lawyer's firm or another lawyer associated in the firm may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to one or more specified persons;

(2) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that portion of the total compensation that fairly represents the services rendered by the deceased lawyer; and

(3) a lawyer or law firm may compensate a nonlawyer employee or include a nonlawyer employee in a retirement plan based in whole or in part on a profit-sharing arrangement."

15. N.Y.R.P.C. 7.2(a):

"A lawyer shall not compensate or give anything of value to a person or organization to recommend or obtain employment by a client, or as a reward for having made a recommendation resulting in employment by a client, except that:

(1) a lawyer or law firm may refer clients to a nonlegal professional or nonlegal professional service firm pursuant to a contractual relationship with such nonlegal professional or nonlegal professional service firm to provide legal and other professional services on a systematic and continuing basis as permitted by Rule 5.8, provided however that such referral shall not otherwise include any monetary or other tangible consideration or reward for such, or the sharing of legal fees; and

(2) a lawyer may pay the usual and reasonable fees or dues charged by a qualified legal assistance organization or referral fees to another lawyer as permitted by Rule 1.5(g)."

II.
UNDERSTANDING THIRD-PERSON PAYMENT & FEE AGREEMENTS.

A. New York Ethics Opinions For Consideration:

1. N.Y.S.B.A. Op. 1063 (2015) (concluding that by virtue of the fact that a third-party has paid a client's legal fee, that third-person payor is not considered a client of the lawyer; and, therefore, where a client-son's fee was paid by his divorced father and mother, and the lawyer did not give the father any reason to believe that he was a client of the lawyer, the lawyer's future representation of the mother in a custody-related action against the father would not create a conflict of interest, unless a reasonable lawyer would conclude that in continued receipt of fees from the father in connection with the son's representation "would create a significant risk of adversely affecting the lawyer's professional judgment on behalf of the mother"; however, even if such a conflict did exist, the conflict could be cured by obtaining the mother's informed consent to the conflict and the terms of N.Y.R.P.C. 1.7(b) [governing conflicts of interest] are satisfied by the lawyer).

2. N.Y.S.B.A. Op. 1000 (2014) (concluding, inter alia, that a lawyer may accept a retainer from a third-party payor with interests that may be potentially adverse to the interests of the lawyer's client, provided that the lawyer complies with the provision governing third-person payment and fee agreements set forth in N.Y.R.P.C. 1.8(f), discussed infra, and the third-person payor understands that the lawyer's obligations are only owed to the client).

B. The Relevant New York Rules:

1. N.Y.R.P.C. 1.8(f):

> "A lawyer shall not accept compensation for representing a client, or anything of value related to the lawyer's representation of the client, from one other than the client unless:
>
> (1) the client gives informed consent;
>
> (2) there is no interference with the lawyer's independent professional judgment or with the client-lawyer relationship; and

(3) the client's confidential information is protected as required by Rule 1.6."

2. N.Y.R.P.C. 1.7(a):

" ... a lawyer shall not represent a client if a reasonable lawyer would conclude that either:

(1) the representation will involve the lawyer in representing differing interests; or

(2) there is a significant risk that the lawyer's professional judgment on behalf of a client will be adversely affected by the lawyer's own financial, business, property or other personal interests."

3. N.Y.R.P.C. 1.9(a):

"A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent, confirmed in writing."

4. N.Y.R.P.C. 1.6(a):

"A lawyer shall not knowingly reveal confidential information, as defined in this Rule, or use such information to the disadvantage of a client or for the advantage of the lawyer or a third person, unless:

(1) the client gives informed consent, as defined in Rule 1.0(j);

(2) the disclosure is impliedly authorized to advance the best interests of the client and is either reasonable under the circumstances or customary in the professional community; or

(3) the disclosure is permitted by paragraph (b).

'Confidential information' consists of information gained during or relating to the representation of a client, whatever its source, that is (a) protected by the attorney-client privilege, (b) likely to be embarrassing or detrimental to the client if disclosed, or (c) information that the client has requested be kept confidential. 'Confidential information' does not ordinarily include (i) a lawyer's legal knowledge or legal research or (ii) information that is generally known in the local community or in the trade, field or profession to which the information relates."

III.
EFFECTIVELY MANAGING AND HANDLING ESCROW/IOLA ACCOUNTS.

A. New York Legal Authorities For Consideration:

1. N.Y.S.B.A. Op. 1060 (2015) (concluding that "[a] lawyer or law firm may authorize a non-legal staff member to direct its bank to open law firm escrow sub-accounts and to transfer funds from such an account to the master escrow account in the name and under the direction of a firm lawyer admitted in New York State, provided that the lawyer or law firm exercises close supervision over the nonlawyer, and withdrawals from the master escrow account can only be authorized by a lawyer admitted in New York State" – but notwithstanding the foregoing, "the supervising lawyer retains professional responsibility for the nonlawyer's conduct").

2. N.Y. City Bar Op. 2015-3 (2015) (concluding that an attorney who discovers that he is the target of an Internet-based trust account scam is ethically permitted to report the individual attempting to defraud the attorney to law enforcement authorities because the attorney does not owe a duty of confidentiality to that individual as that person is not considered a prospective or actual client of the attorney; before determining that the individual is attempting to defraud the attorney, the attorney must exercise reasonable diligence to investigate whether the person is engaged in fraudulent activity; because of the potential of harm to other clients, an attorney who receives a request for representation over the Internet has a duty to conduct a reasonable investigation to determine whether that person is a legitimate prospective client before accepting the representation; and if the lawyer discovers that he or she has been defrauded in a way that harms other clients of the law firm [e.g., the loss of client funds as a result of an escrow account scam], must immediately notify the harmed clients).

3. N.Y.S.B.A. Op. 996 (2014) (concluding that "funds held by a lawyer as advance payment retainers belonging to the attorney's clients and not yet earned by the lawyer must be held in the lawyer's escrow account and may not be transferred into the escrow account of another lawyer who represents the attorney holding the advance payments" to avoid the lawyer's creditors).

4. Matter of Kulcsar, 123 A.D.3d 251 (1st Dept. 2014) (Court reciprocally disciplined and disbarred attorney for, inter alia: misappropriating client funds by depositing approximately $160,000 of client's funds in his business account; failing to maintain proper bookkeeping records; failing to deliver funds to the client by retaining more than $86,000; and failing to provide an accounting of those funds).

5. Matter of Castro, 123 A.D.3d 128 (2d Dept. 2014) (Court imposed a one-year suspension against attorney for, inter alia: depositing personal funds into his attorney trust account; utilizing his attorney trust account to pay for non-client-related expenses; and improperly receiving wire deposits that were required to be deposited into his attorney trust account, but were wired into his operating account).

6. Matter of Squitieri, 88 A.D.3d 380 (1st Dept. 2011) (Court disbarred attorney for, inter alia: commingling, misappropriating and intentionally converting client funds from his attorney escrow account for his personal benefit – notwithstanding the attorney's claim that his misconduct was caused by his alcoholism and his psychiatric disorders brought on by his divorce).

7. Matter of Dyer, 89 A.D.3d 182 (1st Dept. 2011) (Court imposed a public censure against an attorney for, inter alia: commingling client funds; overdrawing his IOLA account; failing to maintain proper escrow account balances; and failing to keep proper records of his attorney escrow account).

8. Matter of Dalnoky, 90 A.D.3d 1 (1st Dept. 2011) (Court imposed a three-year suspension against attorney for, inter alia: depositing personal and legal funds into his attorney escrow account to avoid tax authorities and judgment creditors, and thereby, failing to maintain separate personal and business accounts; and failing to keep proper bookkeeping records).

9. Matter of Schact, 80 A.D.3d 157 (2d Dept. 2010) (Court imposed a one-year suspension against attorney for, inter alia: converting client funds; borrowing money from client; using escrow funds to pay for personal expenses [e.g., to pay credit card bills and a personal therapist]; and failing to maintain proper records of his attorney escrow account).

B. The Relevant New York Rules:

1. N.Y.R.P.C. 1.15(a):

"A lawyer in possession of any funds or other property belonging to another person, where such possession is incident to his or her practice of law, is a fiduciary, and must not misappropriate such funds or property or commingle such funds or property with his or her own."

2. N.Y.R.P.C. 1.15(b)(2):

"A lawyer or the lawyer's firm shall identify the special bank account or accounts required by Rule 1.15(b)(1) as an 'Attorney Special Account,' 'Attorney Trust Account,' or 'Attorney Escrow Account,' and shall obtain checks and deposit slips that bear such title. Such title may be accompanied by such other descriptive language as the lawyer may deem appropriate, provided that such additional language distinguishes such special account or accounts from other bank accounts that are maintained by the lawyer or the lawyer's firm."

3. N.Y.R.P.C. 1.15(b)(4):

"Funds belonging in part to a client or third person and in part currently or potentially to the lawyer or law firm shall be kept in such special account or accounts, but the portion belonging to the lawyer or law firm may be withdrawn when due unless the right of the lawyer or law firm to receive it is disputed by the client or third person, in which event the disputed portion shall not be withdrawn until the dispute is finally resolved."

4. N.Y.R.P.C. 5.3(a):

"A law firm shall ensure that the work of nonlawyers who work for the firm is adequately supervised, as appropriate. A lawyer with direct supervisory authority over a nonlawyer shall adequately supervise the work of the

nonlawyer, as appropriate. In either case, the degree of supervision required is that which is reasonable under the circumstances, taking into account factors such as the experience of the person whose work is being supervised, the amount of work involved in a particular matter and the likelihood that ethical problems might arise in the course of working on the matter."

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PERY D. KRINSKY is the principal of KRINSKY, PLLC, where he focuses his practice on ethics-based defense litigation. Before forming his own law firm, Mr. Krinsky was associated with the law firm of LaRossa & Ross, and then the Law Offices Of Michael S. Ross.

MR. KRINSKY'S ethics-based *defense litigation practice* focuses on:

- ***Federal & State Attorney/Judicial Ethics Matters***, including: representing attorneys and law firms under investigation by disciplinary authorities and other government agencies; providing guidance to lawyers concerning the day-to-day practice of law; representing disbarred and suspended attorneys seeking reinstatement; advising and representing members of the New York State Judiciary in matters before the New York State Commission on Judicial Conduct; and assisting law school graduates in the admissions process.

- ***Federal & State Criminal Defense Matters***, including: defending clients against law-enforcement actions such as claims of securities fraud, antitrust, investment advisory fraud, health care fraud, tax issues, money laundering, RICO, and narcotics trafficking, among others; helping conduct internal investigations; addressing compliance issues; and responding to regulatory inquiries.

- ***Art Law Ethics & Litigation Matters***, including: allegations of business fraud; art-related disputes; fraudulent transactions; provenance and authenticity; fraudulent inducement to sell; and sales tax evasion.

MR. KRINSKY is a frequent lecturer on topics involving ethics in litigation, personal and professional responsibility and academic integrity, including at: the N.Y. State Judicial Institute; the Appellate Divisions, First and Second Judicial Departments; the N.Y. State Bar Association; the N.Y. City Bar; the N.Y. County Lawyers' Association; the N.Y. State Academy of Trial Lawyers; the N.Y. State Trial Lawyers Association; the Practicing Law Institute; the Bay Ridge Lawyers Association; the Queens County Bar Association; Sotheby's Institute of Art; and law schools such as Brooklyn Law School, Columbia Law School and Fordham Law School.

MR. KRINSKY serves as the *Chair* of the Ethics Committee of the Entertainment, Arts & Sports Law Section of the N.Y. State Bar Association; and the *Chair* of the Committee on Professional Discipline of the N.Y. County Lawyers' Association. Mr. Krinsky serves on the Board of Advisors of the N.Y. County Lawyers' Association Institute of Legal Ethics; and is also a Member of: the Brooklyn Bar Association; the N.Y. State Bar Association's Committee on Attorney Professionalism; the N.Y. City Bar Association's Professional Responsibility Committee; and the N.Y. County Lawyers' Committee on Professional Ethics.