

1. Record Nr.	UNINA990008126560403321
Autore	Anzilotti, Alessandro
Titolo	I fiori spontanei delle Alpi : fioriture d'alta quota / Alessandro Anzilotti, Andrea Innocenti, Roberto Rugi
Pubbl/distr/stampa	Bologna, : Edizioni Calderini de Il Sole 24 Ore, c2005
ISBN	88-506-5139-2
Descrizione fisica	V, 142 p. : ill. ; 21 cm
Altri autori (Persone)	Innocenti, Andrea Rugi, Roberto
Disciplina	581.9 582.13
Locazione	FAGBC
Collocazione	60 582.13 ANZA 2005
Lingua di pubblicazione	Italiano
Formato	Materiale a stampa
Livello bibliografico	Monografia

2. Record Nr.	UNINA9910817924703321
Autore	Fox Lawrence J. <1943->
Titolo	Fair Fight : Legal Ethics for Litigators // Lawrence J. Fox and Susan R. Martyn
Pubbl/distr/stampa	Chicago, Illinois : , : American Bar Association, , [2020] ©2020
ISBN	1-64105-569-3
Descrizione fisica	1 online resource (441 pages)
Disciplina	174.30973
Soggetti	Legal ethics - United States Trial practice - United States
Lingua di pubblicazione	Inglese
Formato	Materiale a stampa
Livello bibliografico	Monografia
Note generali	Includes index.
Nota di contenuto	<p>Intro -- Title Page -- Copyright Page -- Dedication -- Brief Contents -- Contents -- Preface -- Acknowledgments -- Author Biographies --</p> <p>Part One: The Big Picture -- The Daunting Task -- Chapter 1: Five Steps to a Fair Fight -- 1.01 Step One: Identify Your Client Obligations-The Six Cs -- 1.02 Step Two: Clarify Your Fee -- 1.03 Step Three: Attend to the Six Cs -- Client Identification -- Competence -- Control -- Communication -- Confidentiality -- Conflicts of Interest -- 1.04 Step Four: Observe the Limits of the Law -- 1.05 Step Five: Recognize Remedies -- 1.06 Our Problem Approach -- LinkedIn --</p> <p>Part Two: Who Is Your Client? -- Why Identifying Your Client Matters -- Chapter 2: Beginning a Client-Lawyer Relationship: Actual, Implied, and Prospective Clients -- 2.01 Introduction: When Does It All Begin? -- 2.02 Marketing -- Modern Marketing -- 2.03 Engagement Agreements -- 2.04 Crafting an Engagement Letter -- The Engagement Letter -- 2.05 Engagement Letters: Wrap-Up -- 2.06 Non-engagement Letters -- 2.07 The Meaning of the Initial Meeting -- The Nonexistent Non-engagement Letter -- 2.08 Implied Clients -- The Speech -- 2.09 Social Meetings -- Casual Advice -- 2.10 E-lawyering -- Website Advertising -- 2.11 Prospective Clients -- Beauty Contests -- Chapter 3: Ending a Client-Lawyer Relationship: Former Clients -- 3.01 Introduction: Completing a Representation -- 3.02 Disengagement Letters -- 3.03 Staying In or Getting Out -- Completing a Case --</p>

3.04 What Do You Intend? -- The Ambiguous Disengagement Letter --
3.05 Keeping Confidences -- The Wrong Use -- 3.06 Lawyers
Changing Jobs -- Departing General Counsel -- Chapter 4: Court
Appointments, Pro Bono, and Unpopular Clients -- 4.01 Introduction:
Clients Who Have Difficulty Finding a Lawyer -- 4.02 Court
Appointments in Criminal Cases.
The Obstinate Defendant -- 4.03 Court Appointments in Civil Cases --
Appointed Pro Bono -- 4.04 Pro Bono Clients -- The Legal Services
Hotline -- 4.05 Unpopular Clients -- But They Can Pay -- Chapter 5:
Joint Clients -- 5.01 Introduction: Joint Clients and Joint Loyalty --
5.02 Marriage Dissolution -- Prohibited Joint Clients -- 5.03 Group or
Aggregate Settlements -- The Homeowner's Settlement -- 5.04
Accommodation Clients -- Accommodating the Client's Employee --
Prospective Waivers -- Confidential Information and Third-Party
Payment -- 5.05 Employer and Employee -- The Company Accident --
5.06 Co-plaintiffs -- All in the Family -- 5.07 Common-Interest
Arrangements -- Coerced Cooperation -- Chapter 6: Insurance
Defense and Other Third-Party Funders -- 6.01 Introduction: The
Triangular Relationship -- 6.02 Third-Party Funders -- Professional
Independence? -- 6.03 Insurers -- The Eternal Triangle -- 6.04 Offers
to Settle Within Policy Limits -- The Unreasonable Insurance Company
-- 6.05 Policy Defenses -- Learning Too Much -- Chapter 7: Entity and
Government Clients -- 7.01 Introduction: The Legal Fiction -- 7.02
Close Corporations -- Who Is the Client, Really? -- 7.03 Corporate
Families -- Do I Have to Tell the Parent? -- 7.04 Entity Client
Depositions -- Accommodating the CEO, CFO, and the Board -- 7.05
Identifying a Government Client -- The State or the Department? --
7.06 The Government Client -- 7.07 Government Consent -- For Want
of a Writing -- 7.08 The Departing Government Lawyer -- Ordinary
Former Lawyers? -- Chapter 8: Clients Who Morph -- 8.01
Introduction: Clients Can Change -- 8.02 Clients Who Die --
Disappearing Damages -- 8.03 Clients with Diminished Capacity --
Getting Old -- 8.04 Children -- Client Testimony Versus Client Best
Interests -- 8.05 Class Action Clients.
The Uncertified Class -- 8.06 Companies That Fail -- Company
Bankruptcy -- 8.07 Changes in Management -- The New CEO -- Part
Three: Representing Clients -- Lawyers and Clients: Fiduciary Duty --
Chapter 9: Fees, Glorious Fees -- 9.01 Introduction: Reasonable
Limitations on Fee Contracts -- 9.02 Chart: Written Fee Agreements
Requirements by State -- 9.03 Reasonable Hourly Fees -- 9.04
Calculating and Charging Hourly Fees -- The Honest Hour -- 9.05
Disbursements -- Contract Lawyers as Profit Centers -- 9.06
Reasonable Contingent Fees -- 9.07 Contingent-Fee Look Backs --
20-20 Hindsight -- 9.08 Reverse Contingent Fees -- Avoiding the
Billable Hour -- 9.09 Reasonable Fixed Fees -- 9.10 Limits on Fixed
Fees -- Flat-Fee Insurance Defense -- 9.11 Fee Splitting -- Earning
That Referral Fee -- 9.12 Changing Fee Agreements -- Owning the
Store -- 9.13 Fee Modification -- 9.14 Lawyer Hindsight -- The Bad
Deal -- 9.15 Fees on Termination -- 9.16 The Client's Power to
Terminate -- Fired! -- 9.17 Statutory Fee-Shifting Agreements -- Our
Contract -- 9.18 Court-Awarded Fee Enhancements -- No Good Deed
Goes Unpunished -- 9.19 Statutory Fees -- 9.20 Class Action Fees --
The Justified Settlement -- Chapter 10: Competence -- 10.01
Introduction: Why You Were Hired in the First Place -- 10.02
Reasonable Competence -- Expanding Your Practice -- 10.03
Reasonable Diligence -- Diligence: Not to Worry -- 10.04 Chart: Legal
Malpractice and Breach of Fiduciary Duty -- 10.05 Obvious Errors --
10.06 Obvious Negligence -- Missing a Deadline -- 10.07 How to

Respond to Errors -- 10.08 Chart: Lawyer Tort Liability to Nonclients -- 10.09 Lawyer Liability to Third Persons -- Third-Party Obligations -- 10.10 Third-Person Obligations: The Law of Deceit -- 10.11 Third-Person Obligations When Opining -- The Opinion Boilerplate. 10.12 Lawyer Legal Accountability to Nonclients -- 10.13 Third-Person Obligations When Representing Fiduciaries -- You Can Break the Contract -- Chapter 11: Control -- 11.01 Introduction: Who's in Charge? -- 11.02 Chart: Authority Between Client and Lawyer -- 11.03 Client Control -- 11.04 Settlement Authority -- Who Decides? -- 11.05 Settlement Offers -- A Client's Change of Mind -- 11.06 Aggregate Settlements -- The Union Members' Agreement -- 11.07 Plea Bargains -- Buyer's Remorse -- 11.08 Client Instructions -- Don't Talk to Mama -- 11.09 Advance Consent -- Reasonable Settlement Agreements -- 11.10 Negotiation Strategy -- What Does the Client Know? -- 11.11 Lawyer Authority -- 11.12 Lawyer or Client? -- Lawyer Accepts an Offer -- 11.13 Exclusive Lawyer Control -- The Lawyer's Prerogative -- 11.14 The Middle Ground: Client-Lawyer Consultation -- 11.15 Litigation Strategy -- Who Knows Best? -- 11.16 Limited Scope Agreements -- 11.17 Insurance Defense Control -- Insurance Intermeddlers -- 11.18 Chart: Lawyer's Authority to Act for Client -- Chapter 12: Communication -- 12.01 Introduction: The Foundation of the Six Cs -- 12.02 Informed Consent -- 12.03 Informed Consent: When? -- Bad News -- 12.04 Reasonable Consultation -- The Profitable Summary Judgment Motion -- 12.05 Keeping the Client Reasonably Informed -- Client Consultation -- 12.06 Reasonable Alternatives -- ADR -- 12.07 Hiring Another Lawyer -- Hiring Reinforcements -- 12.08 Chart: Eight Events That Trigger a Lawyer's Duty to Communicate with a Client -- Chapter 13: Confidentiality -- 13.01 Introduction: The Never-Ending Obligation -- 13.02 Chart: Source and Scope of Client Confidentiality Obligations -- 13.03 Scope of the Confidentiality Protection -- 13.04 Client Identity and Public Documents. 13.05 Client Information in Public Records -- Currying the Favor of the Press -- 13.06 Client Identity and Client Matters -- The Law-Firm Website -- 13.07 Using Confidential Information -- The Great Opportunity -- 13.08 Advanced Waivers of Confidentiality -- Don't Bother the Client -- 13.09 Informed Consent or Waiver? -- Confidentiality Waivers -- 13.10 Chart: Confidentiality Duties to Current, Former, and Prospective Clients -- 13.11 Confidentiality in Joint Representations -- Multiple Clients/Multiple Secrets/Former Clients -- 13.12 Prospective Client Confidentiality -- The Juicy Tidbit from a Prospective Client -- 13.13 Chart: Client Confidentiality Exceptions -- 13.14 Confidentiality Exceptions -- Defending Yourself . . . Cleverly -- 13.15 Confidentiality Exceptions: Threats of Substantial Bodily Harm or Death -- Client Threats -- 13.16 Confidentiality Exceptions: Wrongful Conviction -- The Shoe Pinches -- 13.17 Confidentiality Exceptions: Seeking Advice -- Getting Advice Outside Your Firm -- 13.18 Confidentiality Exceptions: Lawyer Self-Defense -- The Turncoat Lawyer -- 13.19 Confidentiality Exceptions: Law or Court Order -- Can You Trust the Trustee? -- 13.20 Confidentiality Exceptions: Law or Court Order -- Is This a Tribunal? -- 13.21 Confidentiality Exceptions: Law or Court OrderStaying Out of Jail -- Staying Out of Jail -- 13.22 Rule 1.6 Exceptions to Client Confidentiality by State -- Chapter 14: Privilege and Work Product -- 14.01 Introduction: The Privileges: Scope of the Protections -- 14.02 Privileged Communications -- Privilege or Pretense -- 14.03 Privileged Persons -- Sometimes You Don't Want Privilege -- The Consulted Accountant -- 14.04 Employee Email -- It's Our Computer -- 14.05

Privilege and Shareholders -- The Derivative Suit -- 14.06 Creating
Work Product -- The Investigation.
14.07 Work-Product Protection.

Sommario/riassunto

This book covers trial lawyer ethics and topics common to all
representations.
