

Information Regarding Review Attorneys

- A list of mediation-friendly attorneys is attached
- You must have separate attorneys
- When you call an attorney you may want to say something like:

”I have mediated my divorce and I have a Memorandum of Understanding. I would like an attorney’s opinion as to whether the memorandum is fair and equitable. I also may want a property settlement agreement prepared. I want like to know what you need to do to advise me and how much it will cost.”
- The attorney may ask for a retainer, which is an amount you would pay as a minimum against work to be done by the attorney, or he/she may agree to work on an hourly basis
- The attorney may give you a list of things that need to be done in order for the attorney to give you an opinion as to whether the memorandum is fair and equitable
 - For example, the attorney may want an accountant to review financial documents
- As the client, you have the right to direct the attorney as to what work, i.e., all, some, none, that you want done (see the attached headnotes from the Lerner v. Laufer case; the complete text will be provided upon request)
- If you do not authorize the attorney to do the work he/she believes is necessary, the attorney may refuse to represent you, only offer to give you a qualified opinion or no opinion at all
- The choice of the level of attorney review and/or involvement is yours and not that of your attorney
- As your mediator, I am not advising you as to how you should direct your review attorney to act

Superior Court of New Jersey,
Appellate Division.

Lynne C. LERNER, Plaintiff-Appellant,
v.
William F. LAUFER, Esq. and Courter, Kobert, Laufer, Purcell & Cohen, P.C.,
Defendants-Respondents.

Argued Jan. 13, 2003.
Decided April 8, 2003.

SYNOPSIS

Client brought legal malpractice action against attorney in connection with property settlement agreement attorney had reviewed in connection with first divorce action. The Superior Court, Law Division, Morris County, granted attorney's motion for summary judgment. Client appealed. The Superior Court, Appellate Division, Wells, J.A.D., held that: (1) attorney's failure to perform discovery or investigate merits of agreement did not breach any proven standard of care due to limited scope of representation; (2) attorney's conduct in suggesting modifications to agreement did not expand limited scope of representation; and (3) client was not harmed by any substandard performance of attorney due to opportunity to reopen settlement agreement in second divorce action.

Affirmed.

West Headnotes


[1] Compromise and Settlement  **2**
89k2 Most Cited Cases

The law has never foreclosed the right of competent, informed citizens to resolve their own disputes in whatever way may suit them.


[2] Attorney and Client  **88**
45k88 Most Cited Cases

[2] Attorney and Client  **101(1)**
45k101(1) Most Cited Cases


Clients have the right to make the final decision as to whether, when, and how to settle their cases and as to economic and other positions to be taken with respect to issues in the case.

[3] Compromise and Settlement  **2**
89k2 Most Cited Cases


The voluntary settlement of disputes is a central policy dictate of the judiciary and is expressly encouraged.

[4] Compromise and Settlement  **56.1**
89k56.1 Most Cited Cases


The court may approve settlements upon the express finding that it does not pass upon the fairness or merits of the agreement, so long as the parties acknowledge that the agreement was reached voluntarily and is for them, at least, fair and equitable.

[5] Attorney and Client  **77**
45k77 Most Cited Cases


An attorney is permitted, with the consent of the client after consultation, to limit the scope of representation. RPC 1.2(c).

[6] Attorney and Client  **107**
45k107 Most Cited Cases

If an attorney's service to a client is limited by consent, then the degree of care owed to the client is framed by the agreed service. RPC 1.2(c).

[7] Attorney and Client  112
45k112 Most Cited Cases


It is not a breach of the standard of care for an attorney under a signed precisely drafted consent agreement to limit the scope of representation to not perform such services in the course of representing a matrimonial client that he or she might otherwise perform absent such a consent. RPC 1.2(c).

[8] Attorney and Client  112
45k112 Most Cited Cases

Attorney's failure to perform discovery or related investigatory services necessary to evaluate the merits of mediated divorce property settlement agreement did not breach any standard of care, where attorney stated in letter that he had not performed discovery or investigated merits of agreement, and client read and signed letter. RPC 1.2(c).

[9] Attorney and Client  88
45k88 Most Cited Cases

Attorney's conduct in suggesting modifications to divorce property settlement agreement, some of which were adopted, did not expand his scope of representation of divorce client from otherwise limited representation; attorney testified that his role was to see to it that the agreement was "clear and concise," to resolve interpretation problems in the text, and to clarify the agreement, and there was no evidence that attorney's conduct actually altered client's expectations of attorney's duty or changed her demands for the kind of service she wished. RPC 1.2(c).

[10] Attorney and Client  77
45k77 Most Cited Cases

Consent to limit the scope of representation should be included in a single, specifically tailored form of retainer agreement. RPC 1.2(c)

[11] Attorney and Client  112
45k112 Most Cited Cases

Client was not harmed by any substandard performance by attorney in first vacated divorce action, despite claim that property settlement agreement reached in connection with that action was unfair, where client appeared for second divorce action, stated she understood that judge was prepared to litigate all issues including the property settlement, and client declined to reopen settlement agreement.

[12] Attorney and Client  112
45k112 Most Cited Cases

Where a plaintiff alleges substandard performance in a litigated matter, the client must demonstrate that he or she would have prevailed, or would have won materially more but for the alleged substandard performance.