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MINUTES OF THE ANNUAL MEETING OF THE BOARD OF COMMISSIONERS OF THE WYOMING STATE BAR

The regular meeting of the Officers and Bar Commissioners of the Wyoming State Bar was held at the Hitching Post Inn in Cheyenne, Wyoming at 3:00 P.M. on September 16, 1977.

The following officers and members were present: G. Joseph Cardine, President; Thomas E. Lubnau, Vice-President; George L. Simonton, Secretary-Treasurer; Lawrence A. Yonkee, Immediate Past President; Tosh Suyematsu; S. K. Briggs; William D. Omohundro; Terry R. Tharp; Daniel J. Morgan; Dallas J. Laird; Donald N. Sherard; Robert Seipt and William A. Taylor, Executive Director-Secretary. The minutes of the last meeting were read and approved.

The President opened the meeting for discussion as to the site of the 1978 Bar Convention. It was moved and seconded that the President select the site and date of the 1978 Bar Convention.

Past President Yonkee reported that the Professional Liability Insurance Contract had been approved by the Insurance Commissioner and that the various insurance agencies throughout the State would soon be providing members of the Bar the opportunity to secure insurance coverage.

Stanley R. Lowe of Casper met with the Commissioners concerning the impending effective date of Minor Court Legislation, and suggested the establishment of a Bar Committee for critical analysis of the Wyoming System of Courts of limited jurisdiction with the objective of extending the date when the new statute on Minor Courts would become effective. Mr. Lowe also suggested that a committee be appointed to review uniform laws which have been adopted by the State of Wyoming and suggested that such committee should study such uniform laws and suggest amendments necessary to update them.

Judge Joseph F. Maier met with the Commissioners concerning the Legal Education and Admission to the Bar Committee. He strongly recommended that this particular committee be reappointed and also suggested that the Commissioners appoint a law student as a non-voting member of the Board of Bar Commissioners. William Omohundro moved

that the Commissioners invite the students of the University of Wyoming Law School to designate a representative to attend the meetings of the Wyoming State Bar Commissioners. Seconded by Don Sherard, the motion was unanimously approved.

Past President Yonkee then recommended to the Commissioners that he felt the most valuable annual meeting was that of the Western States Bar and suggested that as many members and officers as possible attend the February meeting of the Western States Bar Conference. It was moved by William Omohundro that the Bar pay the expenses of the Commissioners to the Western States Bar Conference at the regular per diem rate allowed by the Bar, but not to exceed \$500.00. The motion was seconded by Daniel Morgan and unanimously passed.

President Cardine then discussed with the Commissioners the various Committees of the Bar. The Bar Committees were appointed and approved and the Executive Director-Secretary was instructed to advise the Chairman and members of each Committee of their appointment.

Don Sherard moved that the Resolutions approved by the 1977 Bar Convention be submitted to the Wyoming Supreme Court for adoption: Amendment to Canon II of the Code of Professional Responsibility concerning Lawyer Advertising; Mandatory Continuing Legal Education Resolution; and the Proposed Contingent Fee Rule. The Secretary also was requested to inquire as to whether or not the Court had adopted the Amendments to the Code of Professional Responsibility presented to the Court following the 1976 Bar Convention. The motion was seconded by Dallas Laird and unanimously passed.

President Cardine then suggested to the Board that future judicial polls should be conducted by the Statistics Department of the University of Wyoming, as such polls are presently being conducted in Arizona. After discussion of the Judicial Polls, President Cardine was delegated to contact the proper department at the University and report back to the Commissioners at their next regular meeting.

In an effort to improve the public image of attorneys, the Executive Director-Secretary was instructed to contact the ABA and the Oklahoma Bar Association as to their television and radio public relation commercials which are being used in a number of States.

There being no further business, the meeting was adjourned at 5:30 P.M.

Respectfully submitted,
GEORGE L. SIMONTON
Secretary-Treasurer

RESOLUTION

RESOLVED, that the Board of Commissioners and Officers of the Wyoming State Bar formally petition the Supreme Court of the State of Wyoming to implement the following rules with regard to contingent fees:

CONTINGENT FEES

(1) In this rule, the term "contingent fee agreement" means an agreement, express or implied, for legal services of an attorney or attorneys (including any associated counsel), under which compensation, contingent in whole or in part upon the successful accomplishment or disposition of the subject matter of the agreement, is to be in an amount which either is fixed or is to be determined under a formula. The term "contingent fee agreement" shall not include an arrangement with a client, express or implied, that the client in any event is to pay to the attorney the reasonable value of his services and his reasonable expenses and disbursements.

(2) Unless expressly prohibited by this rule, no written contingent fee agreement shall be regarded as champertous if made in an effort in good faith reasonably to comply with this rule.

(3) No contingent fee agreement shall be made (a) in respect to the procuring of an acquittal upon or any favorable disposition of a criminal charge, (b) in respect of the procuring of a divorce, annulment of marriage or legal separation or (c) in connection with any proceeding where the method of a determination of attorneys' fees is otherwise expressly provided by statute or administrative regulations. Contingent fee arrangements concerning the collection of commercial accounts and of insurance company subrogation claims made in accordance with usual practices in respect of such cases shall not be regarded as champertous, and shall not be subject to paragraphs (4) and (5).

(4) Each contingent fee agreement shall be in writing in duplicate. Each duplicate copy shall be signed both by the attorney and by each client. One signed duplicate copy shall be mailed or delivered to each client within a reasonable time after the making of the agreement. One such copy (and proof that the duplicate copy has been delivered or mailed to the client) shall be retained by the attorney for a period of three years after the completion or settlement of the litigation or the termination of the services, whichever event first occurs.

(5) Each contingent fee agreement shall contain (a) the name and mail address of each client; (b) the name and mail address of the attorney or attorneys to be retained; (c) a statement of the nature of the claim, controversy; and other matters with reference to which the services are to be performed; (d) a statement of the contingency upon which compensation is to be paid, and whether and to what extent the client is to be liable to pay compensation otherwise than from amounts collected for him by the attorney; (e) a statement that rea-

sonable contingent compensation is to be paid for such services, which compensation is not to exceed stated maximum percentages of the amount collected, and (f) a stipulation that the client, in any event, is to be liable for expenses and disbursements.

(6) The reasonableness of a contingent fee agreement shall upon written application of a party to the contract be subject to review by a court which has or would have had jurisdiction of the case, prior to the expiration of one year following the making of the agreement or one year following the date of last rendition of services thereunder. The court shall determine the reasonableness of the fee fixed by any such agreement in the light of the circumstances prevailing at the time of making such agreement, including the uncertainty of the compensation and all other relevant factors. If relief is granted before the services have been completed, the court may either discharge the agreement or order its performance on modified terms, as justice may dictate. The court, in granting relief, may prescribe such terms as will compensate the attorney reasonably for services rendered and expenses incurred.

(7) The following form may be used and shall be sufficient. The authorization of this form shall not prevent the use of other forms consistent with this rule.

CONTINGENT FEE AGREEMENT

To be Executed in Duplicate

Dated _____, 19

The Client (Name) (Street & No.) (City or Town)

retains the Attorney (Name) (Street & No.) (City or Town)

to perform the legal services mentioned in par. (1) below. The attorney agrees to perform them faithfully and with due diligence.

(1) The claim, controversy, and other matters with reference to which the services are to be performed are:

(2) The contingency upon which compensation is to be paid is:

(3) The client is not to be liable to pay compensation otherwise than from amounts collected for him by the attorney, except as follows:

(4) Reasonable compensation on the foregoing contingency is to be paid by the client to the attorney, but such compensation (including that of any associated counsel) is not to exceed the following maximum percentages of the gross (net) (indicate which) amount collected.

(Here insert the maximum percentages to be charged in the event of collection. These may be on a flat basis or in a descending scale in relation to amount collected.)

(5) The client is in any event to be liable to the attorney for his reasonable expenses and disbursements.

WE HAVE EACH READ THE ABOVE AGREEMENT
BEFORE SIGNING IT.

Witnesses to Signatures

(To Client)

(Signature of Client)

(To Attorney)

(Signature of Attorney)