

NORTH CAROLINA  
WAKE COUNTY

BEFORE THE  
GRIEVANCE COMMITTEE  
OF THE  
NORTH CAROLINA STATE BAR  
11G0327

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IN THE MATTER OF

Christopher A. Walker,  
Attorney At Law

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REPRIMAND

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On July 14, 2011 the Grievance Committee of the North Carolina State Bar met and considered the grievance filed against you by J. R.

Pursuant to Section .0113(a) of the Discipline and Disability Rules of the North Carolina State Bar, the Grievance Committee conducted a preliminary hearing. After considering the information available to it, including your response to the letter of notice, the Grievance Committee found probable cause. Probable cause is defined in the rules as "reasonable cause to believe that a member of the North Carolina State Bar is guilty of misconduct justifying disciplinary action."

The rules provide that after a finding of probable cause, the Grievance Committee may determine that the filing of a complaint and a hearing before the Disciplinary Hearing Commission are not required, and the Grievance Committee may issue various levels of discipline depending upon the misconduct, the actual or potential injury caused, and any aggravating or mitigating factors. The Grievance Committee may issue an admonition, a reprimand, or a censure to the respondent attorney.

A reprimand is a written form of discipline more serious than an admonition issued in cases in which an attorney has violated one or more provisions of the Rules of Professional Conduct and has caused harm or potential harm to a client, the administration of justice, the profession, or a member of the public, but the misconduct does not require a censure.

The Grievance Committee was of the opinion that a censure is not required in this case and issues this reprimand to you. As chairman of the Grievance Committee of the North Carolina State Bar, it is now my duty to issue this reprimand.

In August 2010, you agreed to represent Mr. R. in a personal injury claim. You claim that Mr. R. agreed to settle the case for \$3,000.00. Mr. R. claims that he never agreed to such a settlement. You also claim that Mr. R. gave you "verbal permission" to sign the settlement check and place it in your trust account.

The defense attorney in the case sent you the settlement check and a release for Mr. R. to sign. The defense attorney conditioned the disbursement of the settlement funds upon you receiving a signed release from Mr. R. You did not get Mr. R. to sign the release prior to disbursing the proceeds from the settlement check, including disbursing your attorney's fee. You advised the Grievance Committee that you overlooked those conditions that the defense attorney set forth in his letter regarding disbursement of the settlement funds. The Grievance Committee found that your failure to abide by the defense attorney's conditions as set forth in his letter violated Rule 8.4(d).

The Grievance Committee reviewed your fee contract with Mr. R. You had language in your fee contract that indicated that you had a right to a charging lien. North Carolina case law provides that a charging lien may not be asserted by a lawyer whose representation ended prior to the judgment or settlement of the case. This provision in your contract violated Rules 7.1(a)(1) and 1.5(a) of the Rules of Professional Conduct.

In addition, your fee contract provided that if a client refuses to accept a settlement that you believe is reasonable, the client is indebted to pay for the reasonable value of your services, "which shall be presumptively in the amount of the attorney's fee and cost and expenses here and above provided for based upon the offer of settlement recommended by the attorney." You are entitled to the reasonable value of your services under the circumstances, but the reasonable value of your services may not be the attorney's fee that you would have received under the contingent fee agreement. This provision violates Rule 7.1(a)(1).

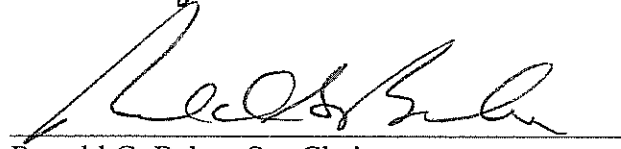
Finally, your fee contract indicated that a client could not discontinue his case or discharge you without your consent. A client does not need a lawyer's consent to discharge the lawyer. Again, this statement in your fee contract violates Rule 7.1(a)(1) as it is a false or misleading statement about your services.

The Grievance Committee was greatly concerned about whether you had authorization to sign your client's name on the settlement check. You indicated that you had verbal authorization, as well as authorization from your fee contract to sign Mr. R's name. There is nothing in your fee contract to suggest that you had authorization to sign your client's name to the settlement check. Mr. R. claims that he never authorized you to sign his name to the settlement check, or settle the case for \$3,000.00. You are strongly advised to get written authorization from your client to settle a case.

You are hereby reprimanded by the North Carolina State Bar for your professional misconduct. The Grievance Committee trusts that you will heed this reprimand, that it will be remembered by you, that it will be beneficial to you, and that you will never again allow yourself to depart from adherence to the high ethical standards of the legal profession.

In accordance with the policy adopted July 23, 2010 by the Council of the North Carolina State Bar regarding the taxing of administrative fees and investigative costs to any attorney issued a reprimand by the Grievance Committee, an administrative fee in the amount of \$350.00 is hereby taxed to you.

Done and ordered, this the 1 day of August, 2011.

A handwritten signature in cursive script, appearing to read 'Ronald G. Baker, Sr.', written over a horizontal line.

Ronald G. Baker, Sr., Chair  
Grievance Committee

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