

IN THE SUPREME COURT OF THE STATE OF NEVADA

RUTH L. COHEN, AN INDIVIDUAL,)

APPELLANT,)

vs.)

PAUL S. PADDA, AN INDIVIDUAL;)

PAUL PADDA LAW, PLLC, A NEVADA)

PROFESSIONAL LIMITED LIABILITY)

COMPANY,)

RESPONDENTS.)

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**REPLY TO RUTH COHEN’S OPPOSITION
TO SABA-LV, VIPI AND JAY BLOOM’S
MOTION FOR LEAVE TO FILE AMICUS BRIEF**

Pursuant to Nevada Rule of Appellate Procedure (“NRAP”) 27, SABA-LV, VIPI and Jay Bloom hereby reply to Ruth Cohen’s opposition (filed May 7, 2021) to the proposed amici’s previously filed motion for leave to file an amicus brief in support of Respondents’ Answering Brief.

Ms. Cohen’s central argument on appeal is that she is exempt from Nevada Rule of Professional Conduct (“NRPC”) 5.4 governing Nevada lawyers because she purportedly had a “contract” with Paul S. Padda. By Ms. Cohen’s estimation, her contract rights trump any ethical limitations that may apply to her.

Specifically, she seeks to have this Court ratify her belief that she is permitted to make a claim for the entirety of her purported attorney’s fees (all of which were

earned during her suspension from the practice of law; a fact she does not dispute) notwithstanding the limitations imposed by the plain language of NRPC 5.4. Ironically, through this appeal, Ms. Cohen now seeks to benefit from the very system she chose to “protest.”

I. THE PUBLIC INTEREST DICTATES THAT A CONTRACT CANNOT DISPLACE THE REQUIREMENT THAT A CONTINGENCY FEE BE REASONABLE

Under the plain language of NRPC 1.5, a lawyer cannot collect an “unreasonable fee.” Ms. Cohen, who has agreed that she is not seeking quantum meruit compensation, is instead seeking a ruling by this Court that her attempt to collect the full measure of her purported fee interests (which she alleges are in the range of millions of dollars) are not subject to the requirement that a fee be “reasonable.” However, what is considered a “reasonable fee,” especially in light of a situation in which an attorney repeatedly abandons¹ her clients motivated in

¹ Ms. Cohen complains that any suggestion she “abandoned” her clients when she approached Mr. Padda and offered to sell her interests through a September 2016 contract (prompting him to accept her proposal) or when she became suspended from the practice of law, is a character attack on her and “injects needless emotion into the case.” Putting aside this faux outrage, it is clear that Ms. Cohen does not understand the applicable standards governing her situation. “Voluntary abandonment” is a factor which courts across the country have uniformly considered and applied in determining whether an attorney is entitled to even a *quantum meruit* fee. It’s the same analysis Judge Gonzalez employed in determining that Ms. Cohen’s suspension was intentional and knowing and, by implication, a clear voluntary abandonment of her clients.

part by a defiant protest of the attorney licensing system, is most assuredly a matter of public interest.

Simply put, the amici and the public have an interest in what constitutes a reasonable attorney fee in Nevada. To the extent the rules of professional conduct exist to regulate the profession and safeguard the public, there is a legitimate interest in Ms. Cohen's attempt to define what constitutes a reasonable fee.² The perspectives offered by amici are both valuable and insightful on this issue. Also, contrary to Ms. Cohen's assertions, it is perfectly acceptable for an amicus to take legal positions and present arguments in support of those positions because there is no rule that an amicus must be totally disinterested. Funbus Systems, Inc. v. State of California Public Utilities Commission, 801 F.2d 1120, 1125 (9th Cir. 1986). Rather, an amicus party must only offer "useful" information and perspectives. See Long v. Coast Resorts, Inc., 49 F.Supp.2d 1177, 1178 (D. Nev. 1999).

² Ms. Cohen implicates another issue of significant public interest. In her opposition (pages 7-8) she claims the "subject clients retained the law firm of Cohen & Padda and, after Cohen decided she wanted to end the partnership, Cohen and Padda entered into a dissolution agreement." If this is true and Cohen & Padda, LLP ceased to exist in 2014 but Mr. Padda continued to represent the clients as Paul Padda Law, PLLC (a new legal entity) thereafter and well into 2017, then the question arises whether Ms. Cohen satisfied her obligations under NRPC 1.5(e) by obtaining client consent to the purported fee split interest she now claims entitlement to. It is, or should be, a self-evident proposition that a "case" always belongs to the client and not the attorney.

II. THE PUBLIC INTEREST DICTATES THAT A CONTRACT CANNOT EXEMPT A SUSPENDED LAWYER FROM NRPC 5.4

Ms. Cohen offers much opinion regarding whether Formal Opinion No. 18 applies to her situation. However, her arguments are merely self-serving. Formal Opinion No. 18, brought to the Court's attention by amici, is useful to the Court's consideration of the issues.

Ms. Cohen does not dispute that she was a non-lawyer during her suspension (when the fees at issue were earned). Instead, she argues the Court should look past NRPC 5.4 because she has a purported "contract" in hand.³ The relevance of Formal Opinion No. 18 (which Ms. Cohen failed to cite or address in her Opening Brief) is that it speaks directly to the central question in this case. Namely, what is an attorney's entitlement to a fee under a contingency contract where the attorney has been discharged or otherwise disabled from providing further representation?

³ Interestingly, Ms. Cohen conspicuously avoids the fact that she subsequently entered into an agreement in September 2016 in which she proposed that Mr. Padda completely buyout her interests. He accepted her proposal. While she has selectively recast her decision for the purposes of this litigation as the product of "fraud" (a point of no relevance for purposes of her own abandonment), she clearly intended, under the plain language of the September 2016 contract, to forfeit all her interests for something of value. Approximately 2.5 years after receiving something of value from Mr. Padda (i.e. more than \$50,000), Ms. Cohen, an astute lawyer and highly sophisticated person, had seller's remorse and initiated her litigation against Mr. Padda in April 2019. Ms. Cohen's position, if accepted, would render contracts completely meaningless in Nevada. This would send the wrong message to individuals and businesses seeking certainty in the law. A deal is a deal.

While Ms. Cohen attempts to distinguish her situation from the scenario addressed in Formal Opinion No. 18, her efforts are unavailing and merely represent her own self-serving opinions.

Carried to their logical conclusion, Ms. Cohen's arguments advocate for a rule that an attorney can contract around the normal ethical provisions that would otherwise be applicable to the attorney's entitlement to a fee. This new rule Ms. Cohen seeks to create, pursuant to which she would be entitled to her full fee despite having voluntarily abandoned her clients and her fee interests, would be a radical departure from the plain language of the Nevada Rules of Professional Conduct. Ms. Cohen's "exception" would swallow the normal rules and place her in a better position than the lawyer who was involuntarily discharged due to no fault of his or her own. Stated another way, where Formal Opinion No. 18 only allows an involuntarily discharged lawyer to collect a contingency fee in quantum meruit, Ms. Cohen, who discharged herself and abandoned her clients seeks to be compensated for her full fee. Thus, it is fair to say that she is attempting to rewrite the normal rules governing attorney compensation in contingency fee matters.

Despite Ms. Cohen's protestations, Formal Opinion No. 18 is directly relevant to the issues in this case and the fact that Ms. Cohen did not even address it in her Opening Brief strongly militates in favor of permitting amici to participate and be heard in this appeal.

Respectfully submitted,

/s/ Milan Chatterjee

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CERTIFICATE OF SERVICE

I hereby certify that on this day, June 9, 2021, the foregoing **REPLY TO RUTH COHEN’S OPPOSITION TO SABA-LV, VIPI AND JAY BLOOM’S MOTION FOR LEAVE TO FILE AMICUS BRIEF** was filed with the Supreme Court of Nevada through its electronic filing system. Service of the foregoing document shall be made in accordance with the Master Service List upon all registered parties and/or participants and their counsel.

/s/ Milan Chatterjee
Milan Chatterjee, Esq.