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McDonald Carano Wilson, LLP. v. Bourassa Law Group, 131 Nev. Adv. Op. 90 (December 3, 2015)

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CIVIL PROCEDURE: ATTORNEYS' LIENS

SUMMARY

The Court considered an appeal from a district court order. The Court reversed and remanded the district court's ruling that NRS § 18.015 does not allow an attorney to enforce a charging lien when the attorney withdrew from representation.

BACKGROUND

McDonald Carano had a charging lien against future settlements in representation of Robert Cooper. After three years, McDonald Carano moved to withdraw from representation, at the time perfecting a lien for attorney's fees up to \$100,000. Cooper then retained the Bourassa Law Group who obtained a settlement for \$55,000 shortly thereafter. The district court then refused to disburse settlement funds to McDonald Carano in accordance with their charging lien.

DISCUSSION

NRS § 18.015 states "[a]n attorney at law shall have a lien...[u]pon any claim, demand, or cause of action... which has been placed in the attorney's hands by a client for suit or collection" that "attaches to any verdict, judgment or decree entered and to any money or property which is recovered on account of the suit or other action."² The district court mistakenly relied on this Court's prior holding that "[a] charging lien is a lien on the judgment or settlement that the attorney has obtained for the client"³ as the Court was only considering whether charging liens are exclusive to cases of affirmative monetary recovery and made no holding regarding whether withdrawal precluded the enforcement of a charging lien.⁴

A plain language reading of the statute indicates that a charging lien attaches to any recovery, regardless of whether the attorney worked on the claim before recovery or through to the claim's resolution.⁵ The Court remanded to the district court to determine whether the charging lien is otherwise valid under the statute.⁶

CONCLUSION

NRS § 18.015 permits an attorney to recover a charging lien even in cases where the attorney withdrew from representation.

¹ By Patrick Caddick

² NEV. REV. STAT. § 18.015(1)(a).

³ *Argentena Mining Consol. Co. v. Jolley Urga Wirth Woodbury & Standish*, 125 Nev. 527, 534, 216 P.3d 779, 783-84 (2009).

⁴ *McDonald Carano Wilson, LLP. v. Bourassa Law Group*, 131 Nev. Adv. Op. 90 at 4–5 (Dec. 3, 2015).

⁵ *Id.* at 5.

⁶ *Id.* at 6.

