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6242 East Shangri La Road ♦ Scottsdale, Arizona 85254  
480.951.3222 ♦ Fax 480.951.3224  
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***GAIN THE EDGE!***<sup>®</sup>  
***NEGOTIATION STRATEGIES FOR LAWYERS***

*by Martin E. Latz, Esq.*  
*Adj. Prof. of Law–Negotiation 1995 - 2005*  
*Arizona State University College of Law*

State Bar of Georgia  
Institute of Continuing Legal Education  
March 13, 2019  
Atlanta, Georgia

## **LNI's faculty for this program**

*“Marty Latz is one of the most accomplished and persuasive negotiators I know.”*

George Stephanopoulos, Host - ABC's *This Week*

**Martin E. Latz, Esq.**



- **Adjunct Professor of Law for Negotiation, Arizona State University College of Law 1995 - 2005**
- **Founder and CEO, Latz Negotiation, a national training, e-learning and consulting firm**
- **Developed and taught negotiation training programs for over 100,000 lawyers and business professionals around the world since 1995**
- **Negotiated for The White House nationally and internationally on the White House Advance Teams**
- **Appeared as a negotiation expert on CBS, CNN, MSNBC and FOX and has been cited in Politico, CNN.com, The Economist, The Globe and Mail, and many others.**
- **Author, *Gain the Edge! Negotiating to Get What You Want* & *The Real Trump Deal: An Eye-Opening Look at How He Really Negotiates***
- **Negotiation columnist for various newspapers since 1999**
- **Harvard Law School, *cum laude***

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*Presentation Outline*

*for*

**LATZ NEGOTIATION INSTITUTE'S**

***GAIN THE EDGE!*<sup>®</sup>**

***NEGOTIATION STRATEGIES FOR LAWYERS***

# **NEGOTIATION LESSONS “CAR REPAIR STORY”**

## ***Your Negotiation Challenges***

*What negotiation issues have you found most challenging?*

# LATZ'S FIVE GOLDEN RULES OF NEGOTIATION

## RULE 1 INFORMATION IS POWER – SO GET IT

### A. Get Information to Set Your Goals

*In any negotiation, first find sufficient information to determine your goal(s). Then design a strategy to support it.*

#### PRACTICAL TIPS AND TACTICS FOR GOAL-SETTING

1. Set aggressive and specific goals – don't just “do the best you can”

**RESEARCH:** Goal-setting is more effective when you set specific goals.

Which is more effective:

*“Do the best you can”*

vs.

*“Get me \$425,000 and a corner office”*

2. Expect to succeed

*Passionate, positive attitude makes a difference*

3. Commit in writing

**B. Develop an Information-Bargaining Strategy – Ways to Get and Share Information**

*The more you learn about what both sides have and will agree to, the better you'll do.*

1. Get *substantive* information – facts, interests and options
2. Get *strategic* intelligence – investigate reputation/past tactics
3. Answer questions *strategically* – information to/not disclose

**TOP FIVE INFORMATION-GATHERING TACTICS**

1. Do the “big shmooze” – “The Liking Principle” (Cialdini)  
**RESEARCH:** We’re more likely to say yes and share information with those we like!
2. Ask questions. Ask questions. Ask questions.  
**RESEARCH:** Effective negotiators ask at least 2 times more questions than others.
3. Use the “Funnel Approach”
  - a.
  - b.
4. Employ the “power of silence”
5. Ask “why” – get to interests, not positions

## **RULE 2**

### **MAXIMIZE YOUR LEVERAGE**

**A. Determine Level of Needs (both sides)**

*How much do you — and they — want it?*

**B. Do the BATNA (Plan B for both sides)**

*Best Alternative To a Negotiated Agreement*

1. Why?

- a. Tells you when to walk

*Prevents you from making an agreement you should reject*

- b. Tells you when to sign

*Accept agreement only if it's better than your best likely alternative*

2. How?

- a. BRAINSTORM alternatives to take if you don't/can't reach agreement

- b. CONVERT better alternatives into practical possibilities

- c. SELECT the best — and measure other offers against it

# NEGOTIATION ETHICS

## **Scenario #1: The Stalking Horse\***

***Facts:*** A house buyer asks friends to help artificially manipulate the seller's expectations of a fair and reasonable sale price.

*Morally right or wrong?*

*Ethical under the rules?*

*Effective as a strategy?*

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\* Additional information on these scenarios or similar fact patterns, including case and book citations in which some of these were originally cited and/or derived, is found at page 19.

### **RULE 3**

## **EMPLOY “FAIR” OBJECTIVE CRITERIA**

*Issue:* What is “fair and reasonable”?

#### **A. Find Powerful Independent Standards**

1. Market-value power
2. Precedent power
3. Tradition power
4. Expert- and scientific-judgment power
5. Efficiency power
6. Costs and profit power
7. Professional or industry standards power

### **RULE 4**

## **DESIGN AN OFFER-CONCESSION STRATEGY**

*Issue:* What to do regarding *timing, speed* and *size* of offers and concessions?

#### **A. Know Your Offer-Concession Patterns**

1. Most negotiators enter the offer-concession stage too soon

*Beware of the premature offer.*

2. The Timing Pattern

*The longer you wait to start and between moves, the less eager you appear, and vice versa.*

3. The Size Pattern

*Early concessions include relatively larger moves and later concessions often include relatively smaller moves.*

4. Center movers

**B. First Offer Issues**

1. Whether to start

a. Advantages to making first offer

(1)

(2)

(3)

b. Disadvantages to making first offer

(1)

(2)

(3)

*When in doubt – don't start out!*

2. Where to start and how to move

*High realistic expectations  
and  
Tapering concessions*

## C. Psychological Expectations Underlying Offers and Concessions

1. Do the Dance
2. The Reciprocity Rule (Cialdini)

**RESEARCH:** We try to repay – in kind – what others provide to us.

## **RULE 5 CONTROL THE AGENDA**

*Issues:* *If* and *when* and *how* subject matters get addressed affects your results!

### A. Prepare an Agenda to Start

1. **When** to meet (strong leverage?) and for **how long**
2. **What** to discuss and in what order (prioritize)
3. **With whom** to meet (decision-maker?)
4. **How** to meet (in person, e-mail, etc.)

*Relationship and efficiency impact!*

5. **Where** to meet (the turf battle)

### B. Negotiate the Agenda

### C. Manage the Timing and Deadlines - *Deadlines Drive Deals!*

## **AGENDA CONTROL TIPS AND TACTICS**

1. Use the “Power of the Pen”

*Prepare a written agenda*

2. Just Do It

3. Don't let them see you sweat

*The perception of patience pays*

# MAKING LATZ'S GOLDEN RULES WORK FOR YOU

## USE A SITUATION-SPECIFIC STRATEGY

*Generally, two different negotiation strategies:*

### **A. Competitive Strategies**

*Strategies and tactics intended to undermine the other negotiator's confidence in his/her bargaining position and strengthen his/her perception of your position.*

#### **1. Characteristics of Competitive Strategies**

GR1 Substantial information bargaining—share a little and get a lot

GR2 Open conflict on leverage issues

GR3 Minimal reliance on independent standards and procedures

GR4 Most aggressive offer-concession moves and tactics

GR5 Overt and biased agenda-control tactics

### **B. Problem-Solving (PS) Strategies**

*Strategies focused on building trust, relationships and relatively open communications that enable parties to jointly work to find mutual solutions to problems.*

## 1. Characteristics of Problem-Solving Strategies

GR1 Mutually share critical information openly and liberally. Actions and atmosphere confirm trust and a valued relationship.

GR2 Leverage downplayed, but still there

GR3 Frequently *rely* on independent standards and procedures

GR4 Least aggressive offer-concession moves and tactics

GR5 Mutually agreeable agenda and agenda-control tactics

## C. Factors Affecting Negotiation Strategy

### 1. The Relationship Factor

*The more you see potential interests satisfied with a future relationship, the more likely you should use a problem-solving approach.*

### 2. The Number Factor

*As the number of interests and issues increases, so does the likely success of a problem-solving approach.*

### 3. The Zero-Sum Factor

*The more zero-sum type issues exist—where more for one side necessarily means less for the other, the more likely you should use competitive strategies.*

### 4. The Mutuality Factor

*Will they problem-solve?*

## **FOILING COMMON NEGOTIATION “GAMES”**

1. Good Cop/Bad Cop
2. The Nibbler
3. The Blowup or Verbal Attack
4. The Flinch
5. The Threat
6. Boulwarism (First/Firm/Fair/Final)
7. The Higher or Limited Authority
8. The Context Manipulator (time/location/setting)
9. Power in Numbers
10. Feigned Irrationality

## **TOP TEN IMPASSE-BREAKING STRATEGIES**

1. Get or share more information
2. Switch objective criteria
3. Prioritize needs and interests
4. Brainstorm options
5. Set deadlines
6. Temporarily put aside the issue
7. Take a break
8. Move up the chain
9. Pick a fair alternative process (mediation, arbitration)
10. Concede

### **STRATEGY QUESTIONS?**

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## NEGOTIATION ETHICS

### Scenario #2 – The “False” Promise

**Facts:** A lawyer misleads another lawyer regarding the intentions of his client with regard to a product being purchased. Yet, the lawyer protects his client in the contract such that his representations prior to the written agreement – while false – might not give rise to a cause of action.

*Morally right or wrong?*

*Ethical under the rules?*

*Effective as a strategy?*

## MARTY’S “PEARLS OF WISDOM”

*Please fill out evaluations, including negotiation column sign-up.*

*Appreciate written comments!*

*And learn more with us on:*



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[Twitter.com/MartyLatz](https://twitter.com/MartyLatz)

***THANK YOU!***

## **Additional Information on Scenarios**

### **Scenarios #1: The Stalking Horse**

I derived this scenario from a similar negotiation situation that actually occurred in 1997 in New York City and is described in G. Richard Shell's book *Bargaining for Advantage: Negotiation Strategies for Reasonable People* (Viking 1999), at page 224. Shell cites the following article for this scenario: Tracey Rozan, "A Hot Market Leads to Cold-Blooded Dealing," *The New York Times*, May 25, 1997, Sec. 9, page 1.

### **Scenario #2: The "False" Promise**

This scenario was described in G. Richard Shell's book *Bargaining for Advantage: Negotiation Strategies for Reasonable People* (Viking 1999), at page 213, and derives from a case Shell cites, *Turner v. Johnson & Johnson*, 809 F.2d 90 (1<sup>st</sup> Cir., 1986).

## **GEORGIA RULES OF PROFESSIONAL CONDUCT**

### **RULE 1.2 SCOPE OF REPRESENTATION**

(a) A lawyer shall abide by a client's decisions concerning the objectives of representation, subject to paragraphs (c), (d) and (e), and shall consult with the client as to the means by which they are to be pursued. A lawyer shall abide by a client's decision whether to accept an offer of settlement of a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.

(b) A lawyer's representation of a client, including representation by appointment, does not constitute an endorsement of the client's political, economic, social or moral views or activities.

(c) A lawyer may limit the objectives of the representation if the client consents after consultation.

(d) A lawyer shall not counsel a client to engage in conduct that the lawyer knows is criminal or fraudulent, nor knowingly assist a client in such conduct, but a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning or application of the law.

(e) When a lawyer knows that a client expects assistance not permitted by the rules of professional conduct or other law, the lawyer shall consult with the client regarding the relevant limitations on the lawyer's conduct.

The maximum penalty for a violation of this Rule is disbarment.

#### **COMMENT**

##### *Scope of Representation*

[1] Both lawyer and client have authority and responsibility in the objectives and means of representation. The client has ultimate authority to determine the purposes to be served by legal representation, within the limits imposed by law and the lawyer's professional obligations. Within those limits, a client also has a right to consult with the lawyer about the means to be used in pursuing those objectives. At the same time, a lawyer is not required to pursue objectives or employ means simply because a client may wish that the lawyer do so. A clear distinction between objectives and means sometimes cannot be drawn, and in many cases the client-lawyer relationship partakes of a joint undertaking. In questions of means, the lawyer should assume responsibility for technical and legal tactical issues, but should defer to the client regarding such questions as the expense to be incurred and concern for third persons who might be adversely affected.

[2] In a case in which the client appears to be suffering mental disability, the lawyer's duty to abide by the client's decisions is to be guided by reference to *Rule 1.14: Client under a Disability*.

### *Independence from Client's Views or Activities*

[3] Legal representation should not be denied to people who are unable to afford legal services, or whose cause is controversial or the subject of popular disapproval. By the same token, representing a client does not constitute approval of the client's views or activities.

### *Services Limited in Objectives or Means*

[4] The objectives or scope of services provided by a lawyer may be limited by agreement with the client or by the terms under which the lawyer's services are made available to the client. For example, a retainer may be for a specifically defined purpose. Representation provided through a legal aid agency may be subject to limitations on the types of cases the agency handles. When a lawyer has been retained by an insurer to represent an insured, the representation may be limited to matters covered by the insurance policy. The terms upon which representation is undertaken may exclude specific objectives or means. Such limitations may include objectives or means that the lawyer regards as repugnant or imprudent.

[5] An agreement concerning the scope of representation must accord with the Rules of Professional Conduct and other law. Thus, the client may not be asked to agree to representation so limited in scope as to violate *Rule 1.1: Competence*, or to surrender the right to terminate the lawyer's services or the right to settle litigation that the lawyer might wish to continue. The agreement should be in writing.

### *Criminal, Fraudulent and Prohibited Transactions*

[6] A lawyer is required to give an honest opinion about the actual consequences that appear likely to result from a client's conduct. The fact that a client uses advice in a course of action that is criminal or fraudulent does not, of itself, make a lawyer a party to the course of action. However, a lawyer may not knowingly assist a client in criminal or fraudulent conduct. There is a critical distinction between presenting an analysis of legal aspects of questionable conduct and recommending the means by which a crime or fraud might be committed with impunity.

[7] When the client's course of action has already begun and is continuing, the lawyer's responsibility is especially delicate. The lawyer is not permitted to reveal the client's wrongdoing, except where permitted by *Rule 1.6: Confidentiality of Information*. However, the lawyer is required to avoid furthering the purpose, for example, by suggesting how it might be concealed. A lawyer may not continue assisting a client in conduct that the lawyer originally supposes is legally proper but then discovers is criminal or fraudulent. Withdrawal from the representation, therefore, may be required.

[8] Where the client is a fiduciary, the lawyer may be charged with special obligations in dealings with a beneficiary.

[9] Paragraph (d) applies whether or not the defrauded party is a party to the transaction. Hence, a lawyer should not participate in a sham transaction; for example, a transaction to effectuate criminal or fraudulent escape of tax liability. Paragraph (d) does not preclude undertaking a criminal defense incident to a general retainer for legal services to a lawful enterprise. The last clause of paragraph (d) recognizes that determining the validity or interpretation of a statute or regulation may require a course of action involving disobedience of the statute or regulation or of the interpretation placed upon it by governmental authorities.

[10] Law defining the lawyer's scope of authority in litigation as well as the language of particular rules varies among jurisdictions. A lawyer should be mindful of the nuances and differences of the law and rules of each location in which he or she practices.

## **RULE 4.1 TRUTHFULNESS IN STATEMENTS TO OTHERS**

In the course of representing a client a lawyer shall not knowingly:

(a) make a false statement of material fact or law to a third person; or

(b) fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.

The maximum penalty for a violation of this Rule is disbarment.

### **COMMENT**

#### *Misrepresentation*

[1] A lawyer is required to be truthful when dealing with others on a client's behalf, but generally has no affirmative duty to inform an opposing party of relevant facts. A misrepresentation can occur if the lawyer incorporates or affirms a statement of another person that the lawyer knows is false. Misrepresentations can also occur by failure to act.

#### *Statements of Fact*

[2] This Rule refers to statements of fact. Whether a particular statement should be regarded as one of fact can depend on the circumstances. Under generally accepted conventions in negotiation, certain types of statements ordinarily are not taken as statements of material fact. Comments which fall under the general category of "puffing" do not violate this rule. Estimates of price or value placed on the subject of a transaction and a party's intentions as to an acceptable settlement of a claim are in this category, and so is the existence of an undisclosed principal except where nondisclosure of the principal would constitute fraud.

#### *Fraud by Client*

[3] Paragraph (b) recognizes that substantive law may require a lawyer to disclose certain information to avoid being deemed to have assisted the client's crime or fraud. The requirement of disclosure created by this paragraph is, however, subject to the obligations created by *Rule 1.6: Confidentiality of Information*.

## **RULE 4.2 COMMUNICATION WITH PERSON REPRESENTED BY COUNSEL**

(a) A lawyer who is representing a client in a matter shall not communicate about the subject of the representation with a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized to do so by constitutional law or statute.

(b) Attorneys for the State and Federal Government shall be subject to this Rule in the same manner as other attorneys in this State.

The maximum penalty for a violation of this Rule is disbarment.

### **COMMENT**

[1] This Rule does not prohibit communication with a represented person, or an employee or agent of such a person, concerning matters outside the representation. For example, the existence of a controversy between a government entity and a private party, or between two organizations, does not prohibit a lawyer for either from communicating with nonlawyer representatives of the other regarding a separate matter. Also, parties to a matter may communicate directly with each other and a lawyer having

independent justification or legal authorization for communicating with a represented person is permitted to do so. Communications authorized by law include, for example, the right of a party to a controversy with a government entity to speak with government officials about the matter.

[2] Communications authorized by law also include constitutionally permissible investigative activities of lawyers representing governmental entities, directly or through investigative agents, prior to the commencement of criminal or civil enforcement proceedings, when there is applicable judicial precedent that either has found the activity permissible under this Rule or has found this Rule inapplicable. However, the Rule imposes ethical restrictions that go beyond those imposed by constitutional provisions.

[3] This Rule applies to communications with any person, whether or not a party to a formal adjudicative proceeding, contract or negotiation, who is represented by counsel concerning the matter to which the communication relates.

[4A] In the case of an organization, this Rule prohibits communications by a lawyer for another person or entity concerning the matter in representation with persons having a managerial responsibility on behalf of the organization, and with any other person whose act or omission in connection with that matter may be imputed to the organization for purposes of civil or criminal liability or whose statement may constitute an admission on the part of the organization. If an agent or employee of the organization is represented in the matter by his or her own counsel, the consent by that counsel to a communication will be sufficient for purposes of this Rule. Compare *Rule 3.4(f): Fairness to Opposing Party and Counsel*.

[4B] In administering this Rule it should be anticipated that in many instances, prior to the beginning of the interview, the interviewing lawyer will not possess sufficient information to determine whether or not the relationship of the interviewee to the entity is sufficiently close to place the person in the “represented” category. In those situations the good faith of the lawyer in undertaking the interview should be considered. Evidence of good faith includes an immediate and candid statement of the interest of the person on whose behalf the interview is being taken, a full explanation of why that person’s position is adverse to the interests of the entity with which the interviewee is associated, the exploration of the relationship issue at the outset of the interview and the cessation of the interview immediately upon determination that the interview is improper.

[5] The prohibition on communications with a represented person only applies, however, in circumstances where the lawyer knows that the person is in fact represented in the matter to be discussed. This means that the lawyer has actual knowledge of the fact of the representation; but such actual knowledge may be inferred from the circumstances. See Terminology. Such an inference may arise in circumstances where there is substantial reason to believe that the person with whom communication is sought is represented in the matter to be discussed. Thus, a lawyer cannot evade the requirement of obtaining the consent of counsel by ignoring the obvious.

[6] In the event the person with whom the lawyer communicates is not known to be represented by counsel in the matter, the lawyer’s communications are subject to *Rule 4.3: Dealing with Unrepresented Person*.

[7] The anti-contact rule serves important public interests which preserve the proper functioning of the judicial system and the administration of justice by a) protecting against misuse of the imbalance of legal skill between a lawyer and layperson; b) safe-guarding the client-attorney relationship from interference by adverse counsel; c) ensuring that all valid claims and defenses are raised in response to inquiry from adverse counsel; d) reducing the likelihood that clients will disclose privileged or other information that might harm their interests; and e) maintaining the lawyers ability to monitor the case and effectively represent the client.

[8] This Rule is not intended to affect communications between parties to an action entered into independent of and not at the request or direction of counsel.

#### **RULE 4.3 DEALING WITH UNREPRESENTED PERSON**

In dealing on behalf of a client with a person who is not represented by counsel, a lawyer shall not:

(a) state or imply that the lawyer is disinterested; when the lawyer knows or reasonably should know that the unrepresented person misunderstands the lawyer's role in the matter, the lawyer shall make reasonable efforts to correct the misunderstanding;

(b) give advice other than the advice to secure counsel; and

(c) initiate any contact with a potentially adverse party in a matter concerning personal injury or wrongful death or otherwise related to an accident or disaster involving the person to whom the contact is addressed or a relative of that person, unless the accident or disaster occurred more than 30 days prior to the contact.

The maximum penalty for a violation of this Rule is disbarment.

#### **COMMENT**

[1] An unrepresented person, particularly one not experienced in dealing with legal matters, might assume that a lawyer is disinterested in loyalties or is a disinterested authority on the law even when the lawyer represents a client.

[2] In some circumstances a lawyer must deal with a person who is unrepresented. In such an instance, a lawyer should not undertake to give advice to that person, other than the advice to obtain counsel.

#### **RULE 4.4 RESPECT FOR RIGHTS OF THIRD PERSONS**

In representing a client, a lawyer shall not use means that have no substantial purpose other than to embarrass, delay, or burden a third person, or use methods of obtaining evidence that violate the legal rights of such a person.

The maximum penalty for a violation of this Rule is a public reprimand.

#### **COMMENT**

[1] Responsibility to a client requires a lawyer to subordinate the interests of others to those of the client, but that responsibility does not imply that a lawyer may disregard the rights of third persons. It is impractical to catalogue all such rights, but they include legal restrictions on methods of obtaining evidence from third persons.

## **RULE 8.4 MISCONDUCT**

(a) It shall be a violation of the Georgia Rules of Professional Conduct for a lawyer to:

(1) violate or attempt to violate the Georgia Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

(2) be convicted of a felony;

(3) be convicted of a misdemeanor involving moral turpitude where the underlying conduct relates to the lawyer's fitness to practice law;

(4) engage in professional conduct involving dishonesty, fraud, deceit or misrepresentation;

(5) fail to pay any final judgment or rule absolute rendered against such lawyer for money collected by him or her as a lawyer within ten (10) days after the time appointed in the order or judgment. In such cases the record of the judgment is conclusive evidence unless obtained without valid service of process.

(b) (1) For purposes of this Rule, conviction shall include:

(i) a guilty plea;

(ii) a plea of nolo contendere;

(iii) a verdict of guilty; or

(iv) a verdict of guilty but mentally ill.

(2) The record of a conviction or disposition in any jurisdiction based upon a guilty plea, a plea of nolo contendere, a verdict of guilty, or a verdict of guilty but mentally ill, or upon the imposition of first offender probation shall be conclusive evidence of such conviction or disposition and shall be admissible in proceedings under these disciplinary rules.

(c) This Rule shall not be construed to cause any infringement of the existing inherent right of Georgia Superior Courts to suspend and disbar lawyers from practice based upon a conviction of a crime as specified in paragraphs (a)(1), (a)(2) and (a)(3) above.

(d) Rule 8.4(a)(1) does not apply to Part Six of the Georgia Rules of Professional Conduct.

The maximum penalty for a violation of Rule 8.4(a)(1) is the maximum penalty for the specific Rule violated. The maximum penalty for a violation of Rule 8.4(a)(2) through Rule 8.4(c) is disbarment.

## **COMMENT**

[1] The prohibitions of this Rule as well as the prohibitions of Bar Rule 4-102 prohibit a lawyer from attempting to violate the Georgia Rules of Professional Conduct or from knowingly aiding or abetting, or providing direct or indirect assistance or inducement to another person who violates or attempts to violate a rule of professional conduct. A lawyer may not avoid a violation of the rules by instructing a nonlawyer, who is not subject to the rules, to act where the lawyer can not.

[2] This Rule, as its predecessor, is drawn in terms of acts involving "moral turpitude" with, however, a recognition that some such offenses concern matters of personal morality and have no specific connection to fitness for the practice of law. Here the concern is limited to those matters which fall under both the rubric of "moral turpitude" and involve underlying conduct relating to the fitness of the lawyer to practice law.

[3] Many kinds of illegal conduct reflect adversely on fitness to practice law, such as offenses involving fraud and the offense of willful failure to file an income tax return. However, some kinds of offenses carry no such implication. Traditionally, the distinction was drawn in terms of offenses involving "moral turpitude." That concept can be construed to include offenses concerning some matters of personal morality, such as adultery and comparable offenses, that have no specific connection to fitness for the practice of law. Although a lawyer is personally answerable to the entire criminal law, a lawyer should be professionally answerable only for offenses that indicate lack of those characteristics relevant to law practice. Offenses involving violence, dishonesty, breach of trust, or serious interference with the administration of justice are in that category. A pattern of repeated offenses, even ones of minor significance when considered separately, can indicate indifference to legal obligation.

## **SUGGESTED NEGOTIATION READINGS**

LATZ, Martin E., *Gain the Edge! Negotiating to Get What You Want* (St. Martin's Press, 2004)  
and

*The Real Trump Deal: An Eye-Opening Look at How He Really Negotiates* (Life Success Press, 2018)

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CRAVER, Charles B., *Effective Legal Negotiation and Settlement, 5<sup>th</sup> Edition*  
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DAWSON, Roger, *Secrets of Power Negotiating, 2<sup>nd</sup> Edition* (Career Press, 2001)

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MNOOKIN, Robert, *Beyond Winning* (Harvard University Press, 2000)

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(Viking, 1999)

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(Bantam Books, 1991)