

## **Explanation for Enclosures A through I**

Enclosures A through I are contracts and communications to and from my former attorney, Joseph H. Chivers, Esq., and they explain my dissatisfaction with his representation and subsequent negotiations with AK Steel on my behalf. It seems that Mr. Chivers may have compromised my case against AK Steel. I intend to seek damages for his part in mishandling my case against AK Steel.

At our first meeting, the consultation, I made it very clear to Mr. Chivers that I would not settle for anything less than my accrued wages, pension, benefits, etc. At no time did I ever state anything otherwise.

After we signed the *Power of Attorney with Agreement for Retainer and Contingent Fee*, [see Document A], Mr. Chivers began negotiations with AK attorney Mr. John P. O'Connor, an "intervention" as he called it. After some time Chivers called to say that Mr. O'Connor, in a phone conversation on 10-2-01, said that reinstatement was out of the question and that we should submit a demand letter. He asked me to send a letter with my demands. I sent a list of my demands to Chivers, via fax and certified mail on 10-4-01. [Refer to Document B.]

Chivers and I had a few subsequent phone conversations after he received my demand letter. He discouraged some of my demands (which indicated he clearly understood what my demands were), but I said that, as the client, it was my prerogative to include all of those demands.

Then on 10-19-01, he sent to Mr. O'Connor a letter with demands to which I never agreed. [Refer to Document C.]

According to Chivers' document I signed to retain his services in intervention, *The Power of Attorney with Agreement for Retainer and Contingent Fee*, [Document A], it states in the first paragraph:

*"It is understood, however, that my attorney will not enter into any agreement to settle or otherwise compromise this matter without my expressed approval."*

Chivers clearly presented a demand on my behalf that did not represent my demands in negotiations with AK Steel, and he may have compromised my case in doing so without my expressed approval.

On 10-22-01, after receiving a copy of the demand letter Chivers sent to O'Connor, I immediately called Chivers, saying that he had misrepresented me. He asked me what demands I wanted – and I said I wanted the demands we had talked about all along – exactly what I included in my detailed letter of 10-4-01, that he requested.

It was at this point that he claimed ignorance of my demand letter, that his paralegal had misplaced it, etc. – although I knew he clearly understood my demands, because he initially balked at them, saying I would never receive them.

I told Chivers that I wanted him to rescind his previous demand letter to O'Connor, and send the demands that I clearly outlined in my detailed letter of 10-4-01.

His revised demand letter dated 10-23-01 to Mr. O'Connor stated that he wanted to "convey additional demands on [my] behalf for settlement of this matter." Once again he misrepresented me. The second letter should not have been to add demands, but to rescind the previous demand letter, because it clearly did not represent the demands I wanted conveyed to AK Steel.

In his letter of 10-25-01, Mr. O' Conner acknowledged receipt of both demand letters from Chivers, and stated that AK rejected all the demands. [Document E.]

During one of our phone conversations he mentioned that he had had a prior relationship with Mr. O'Connor, a work-related association, or the like. Since learning of his admitted past relationship with O'Connor, I have noticed what seemed like a loss of his passion for my case, and I had hoped that his prior relationship with O'Connor had not created a conflict of interest in my case.

After lengthy consideration, I concluded that it was not in my best interest to have Mr. Chivers file a lawsuit and represent me in litigation against AK Steel. It became obvious that our rapport had diminished, and my confidence in him waned. Chivers' actions in negotiations with AK attorney O'Connor on my behalf clearly did not represent my interests, and may have compromised my case.

Additionally, Mr. Chivers' actions may have violated the PA Professional Rules of Conduct. [Refer to <http://www.pacode.com/secure/data/204/chapter81/s81.4.html>.]

Specifically, he did not abide by Rule 1.2, Scope of Representation, which states: "A lawyer shall abide by a client's decisions concerning the objectives of representation" and "... The client has ultimate authority to determine the purposes to be served by legal representation..." In negotiations with AK Steel, Mr. Chivers did not convey my original demands.

Neither did he abide by Rule 1.3, Diligence, which states: "A lawyer's workload should be controlled so that each matter can be handled adequately." During one telephone conversation, Mr. Chivers claimed he was too busy to review several documents pertinent to my case, and he argued that "I do not have time to go through all the documents you sent me." Perhaps if Chivers had knowledge of and conveyed to AK Steel all of the defenses and issues for which I had documentation, his negotiations on my behalf would have been successful.

I am currently in the process of retaining a new attorney at this time.