



Lawyer Ads Gone Wrong A Talk with Nicole Hyland

I. Lawyer Advertising and the First Amendment

- A. Like other advertisements, attorney advertising is protected speech under the First Amendment.
- B. *Bates v. State Bar of Arizona*, 433 U.S. 350 (1977)¹
 - 1. Bates, partner at an Arizona law firm, sought to provide low-cost legal services to people of low and moderate income who did not qualify for public legal aid. He advertised the firm's availability and low fees. The State Bar disciplined Bates and another attorney for violating a state disciplinary rule prohibiting attorney advertisements.
 - 2. The Supreme Court held attorney advertisements are protected speech and that blanket prohibitions on attorney advertisement violates the First Amendment.
- C. Rules 7.1, 7.2, 7.3 of the ABA Model Rules of Professional Conduct govern lawyer advertising and solicitation.
 - 1. Rule 7.1 provides, "A lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services." See Appendix A and B.
 - 2. All states have adopted some form of the Model Rule 7.1 that prohibit deceptive or false advertising.
 - 3. Beyond false advertising, the specific rules governing attorney advertising vary state to state. States differ on how restrictive advertising rules are.

II. Creating an Expectation of Results

- A. Creating an unreasonable expectation of results
 - 1. Although states will vary in specific requirements, generally, the information conveyed in the attorney advertisement must be accurate.
 - 2. Even if the information is technically, some states will prohibit advertisements that create an unreasonable expectation of favorable results.
- B. In a television spot for Georgia attorney Jamie Casino, he is shown throwing gold and smashing a piggy bank with the words "stingy insurance companies."
 - 1. Georgia's ethics rules
 - a. Georgia Rules of Professional Conduct Rule 7.1(a) provides, "A lawyer may advertise through all forms of public media and through written communication not involving personal contact so long as the communication is not false, fraudulent, deceptive or misleading. See Appendix C.
 - i. The comment to Georgia RPC 7.1 specifies that the rule applies to all communications about the lawyer's services.²

¹ *Bates v. State Bar of Arizona*, 433 U.S. 350 (1977):
<https://www.law.cornell.edu/supremecourt/text/433/350>

² Georgia Rules of Professional Conduct Rule 7.1, comment 1:



- b. Rule 7.2(a) specifically states that a lawyer may advertise services through radio or television, among other channels. See Appendix D.
 - i. In comment 3, the Georgia State Bar states that “effectiveness and taste” of lawyer advertisements are subjective but notes the importance of televised ads in delivering information about legal services particularly to low and moderate income individuals.³
2. Although the commercial has been criticized by some lawyers as being in bad taste and demeaning to the profession, it does not run afoul of Georgia’s Rules of Professional Conduct.
- C. A television commercial for New Jersey firm Doner & Castro plays background music with lyrics that promise the firm “will get you mad dough.”
 1. New Jersey Rules of Professional Conduct Rule 7.2 bans drawings, animations, dramatizations, music, or lyrics in television ads. See Appendix E.
 - a. The rule also requires that all advertisements be predominantly informational.
 2. In some states, ethics rules require a disclaimer that prior results do not guarantee a similar outcome.
 3. New York, for example, requires that if the attorney ad contains statements that are “reasonably likely” to create an expectation about the results the lawyer can achieve, the following disclaimer is required: “Prior results do not guarantee a similar outcome.”⁴
- D. Suggesting that the name of the firm is sufficient to garner a settlement offer
 1. *Farrin v. Thigpen*, 173 F. Supp. 2d 427 (M.D.N.C. 2001)
 - a. A North Carolina lawyer and law firm challenged the North Carolina State Bar’s opinion on First Amendment grounds. Their two commercials depicted a scene in which an insurance company decides to settle after just hearing the name of the lawyer/law firm.
 - b. The State Bar issued an ethics opinion that the commercial was misleading and that the commercial intentionally creates the impression that the insurance company wants to settle solely based on the reputations of the lawyers.
 - c. The North Carolina District Court upheld the Bar’s decision.
- E. Listing past wins and settlements on the website
 1. The statements on the website relating to the attorney’s legal services must be accurate.

² Georgia Rules of Professional Conduct Rule 7.1, comment 1:

<http://www.gabar.org/barrules/handbookdetail.cfm?what=rule&id=145>

³ Georgia Rule of Professional Conduct 7.2, Comment 3:

<http://www.gabar.org/barrules/handbookdetail.cfm?what=rule&id=147>

⁴ New York Rule of Professional Conduct 7.1(d) and (e):

<https://www.nysba.org/WorkArea/DownloadAsset.aspx?id=50671>

2. Many states, including New York, require the disclaimer, “Prior results do not guarantee a similar outcome,” when making any statements reasonably likely to create an expectation of certain results. See Appendix G.
 - a. New York Rule 7.1(f) also requires that the website be labeled “Attorney Advertising” on the first page or on the home page. See Appendix G.
 - b. Maine does not require a disclaimer.

III. Actors and Endorsements

A. Actors and endorsements

1. New York Rule 7.1(c)(3) requires disclosure when actors are used to portray a lawyer, judge, members of the firm, or clients, or is otherwise a dramatization of events. See Appendix G.
2. New York Rule 7.1(c)(1) also allows a paid endorsement of a lawyer so long as it is disclosed as such. See Appendix G.

B. Misleading endorsements

1. In 2014, California attorney Svitlana Sangary was suspended by the State Bar for posting on her website Photoshopped photographs of her with politicians and celebrities.
 - a. The photographs were posted on the “publicity” page of her website and showed her rubbing elbows with the Clintons, Joe Biden, George Clooney, Woody Allen, and others.
 - b. The State Bar ruled that the photographs were advertisements and solicitation for future work and they were deceptive and intended to mislead the public.⁵

IV. Ads Encouraging Criminal Activity and Offensive Content

A. Encouraging criminal activity

1. A commercial for Daniel Muessig, Pennsylvania criminal defense attorney, depicts criminals committing illegal activities like burglary, armed robbery, conspiracy and drug trafficking and then saying, “Thanks, Dan.” The commercial ends with a disclaimer stating that it is a satire and that the criminals portrayed are actors.
 - a. Pennsylvania Rules of Professional Conduct Rule 7.2(g) requires disclosure when actors are used to portray clients.⁶
 - b. Although some in the profession were offended by the content, the commercial violates no Pennsylvania ethics rules. The ad is not misleading nor does it represent dramatizations as real. It also complies with disclosure requirements.
2. A billboard for Larry Archie, North Carolina attorney, reads, “Just because you did it, doesn’t mean you’re guilty.”

⁵ In re Sangary, Case Nos.:13-O-13838-DFM: <http://members.calbar.ca.gov/courtDocs/13-O-13838-2.pdf>

⁶ Pennsylvania Rules of Professional Conduct 7.2 Advertising: <http://www.pacode.com/secure/data/204/chapter81/s7.2.html>



- a. North Carolina Rules of Professional Conduct Rule 7.1(a) bars false or misleading communication about the lawyer or the lawyer's services.⁷
 - i. Comment 2 of the Rule notes, "A truthful statement is misleading if it omits a fact necessary to make the lawyer's communication considered as a whole not materially misleading,"
 - b. Although critics have said the billboard encourages dishonesty, the statement on the billboard is factually true and is not deceptive or misleading.
- B. Offensive content
1. Commercial for Adam Reposa, a Texas attorney, shows him ramming his truck into another vehicle, kicking through the window of the car, and threatening anyone who gets in his way in his defense of his clients.
 - a. Texas Rules of Professional Conduct Rule 7.02(a) generally prohibits on false or misleading communications about the lawyer's services.⁸
 - b. Texas Rules of Professional Conduct Rule 7.07(b) and (d) requires that if an advertisement includes materials other than basic information pertaining to the lawyer's legal services such as name, fields of law, technical and professional licenses, or fee schedules, the attorney advertisement must be submitted to the Lawyer Advertisement and Solicitation Review Committee of the State Bar of Texas.
 - c. The Committee reviews the submitted content and will report to the grievance committee any lawyer whom it finds has violated the Rules.⁹
 2. A billboard advertising a Chicago law firm specializing in domestic law showed photos of scantily clad people and read, "Life's short. Get a divorce."
 - a. Though several complaints were filed with the ethics board in Illinois because of the offensive nature of the ad, the billboard does not violate any particular Rule in Illinois. The ad is neither misleading nor false.
 - b. Illinois Rules of Professional Conduct Rule 7.1 prohibits communications about the lawyer or the lawyer's services that are false or misleading. See Appendix H.
 - c. Comment 3 to Rule 7.2 on advertising notes that limiting the information that may be advertised impedes the flow of information about legal services, particularly to low and moderate income segments. As such, Illinois takes a relatively broad approach to rules on lawyer advertisements.¹⁰

⁷ North Carolina Rules of Professional Conduct Rule 7.1:

<http://www.ncbar.com/rules/rules.asp?page=1&keywords=7%2E2>

⁸ Texas Disciplinary Rules of Professional Conduct Rule 7.02:

<https://www.texasbar.com/AM/Template.cfm?Section=Home&Template=/CM/ContentDisplay.cfm&ContentID=27271>

⁹ Texas Rules of Professional Conduct Rule 7.07, comment 2:

https://www.law.cornell.edu/ethics/tx/code/CRule_7.07.htm

¹⁰ Illinois Rules of Professional Conduct Rule 7.2, comment 3:

http://www.illinoiscourts.gov/supremecourt/rules/art_viii/artviii_new.htm



C. Demeaning to the profession

1. Commercial for law firm Top Floor Legal advertises, “No surprise bills. No hourly fees,” after depicting a lawyer orchestrating a chance encounter on the street with his client and then billing him for it.
 - a. Though some lawyers may view the ad as demeaning to the profession or depicting lawyers as being billings fraudsters, the ad itself does not violate ethics rules.
 - b. In the past, some states had rules prohibiting advertisements that were disparaging to the profession. Since *Bates*, most states no longer have such restrictions and even if such rules are on the books, it is doubtful that they would pass constitutional muster.
2. Jamie Casino, a Georgia lawyer, released another Superbowl ad in which he accuses a police chief of a cover-up and calls his former criminal defense clients “cold-hearted villains.”
 - a. Although the commercials raises some questions regarding the relevance of the information contained in the advertisement and may in fact violate ethics rules in other states, such as Florida, it does not violate Georgia’s relatively liberal rules. Georgia State Bar recognizes that though some ads may be in “bad taste,” they are nonetheless constitutionally protected speech.



Appendix

A. **ABA Model Rule of Professional Conduct 7.1 Communications Concerning a Lawyer's Services**

http://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_7_1_communication_concerning_a_lawyer_s_services.html

A lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading.

B. **ABA Model Rule of Professional Conduct 7.2 Advertising**

http://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_7_2_advertising.html

(a) Subject to the requirements of Rules 7.1 and 7.3, a lawyer may advertise services through written, recorded or electronic communication, including public media.

(b) A lawyer shall not give anything of value to a person for recommending the lawyer's services except that a lawyer may

(1) pay the reasonable costs of advertisements or communications permitted by this Rule;

(2) pay the usual charges of a legal service plan or a not-for-profit or qualified lawyer referral service. A qualified lawyer referral service is a lawyer referral service that has been approved by an appropriate regulatory authority;

(3) pay for a law practice in accordance with Rule 1.17; and

(4) refer clients to another lawyer or a nonlawyer professional pursuant to an agreement not otherwise prohibited under these Rules that provides for the other person to refer clients or customers to the lawyer, if

(i) the reciprocal referral agreement is not exclusive, and

(ii) the client is informed of the existence and nature of the agreement.

(iii) the client is informed of the existence and nature of the agreement.

(c) Any communication made pursuant to this rule shall include the name and office address of at least one lawyer or law firm responsible for its content.

C. **Georgia Rules of Professional Conduct 7.1 Communications Concerning a Lawyer's Services**

<http://www.gabar.org/barrules/handbookdetail.cfm?what=rule&id=145>

(a) A lawyer may advertise through all forms of public media and through written communication not involving personal contact so long as the communication is not false, fraudulent, deceptive or misleading. By way of illustration, but not limitation, a communication is false, fraudulent, deceptive or misleading if it:

1. contains a material misrepresentation of fact or law or omits a fact necessary to make the statement considered as a whole not materially misleading;



2. is likely to create a unjustified expectation about results the lawyer can achieve, or state or implies that the lawyer can achieve results by means that violate the Georgia Rules of Professional Conduct or other law;
 3. compares the lawyer's services with other lawyers' service unless the comparison can be factually substantiated;
 4. fails to include the name of at least one lawyer responsibility for its content; or
 5. contains any information regarding contingent fees, and fails to conspicuously present the following disclaimer:
"Contingent attorneys' fees refers only to those fees charged by attorneys for their legal services. Such fees are not permitted in all types of cases. Court costs and other additional expenses of legal action usually must be paid by the client."
 6. contains the language "no fee unless you win or collect" or any similar phrase and fails to conspicuously present the following disclaimer:
"No fee unless you win or collect" [or insert the similar language used in the communication] refers only to fees charged by the attorney. Court costs and other additional expenses of legal action usually must be paid by the client. Contingent fees are not permitted in all types of cases.
- (b) A public communication for which a lawyer has given value must be identified as such unless it is apparent from the context that it is such a communication.
- (c) A lawyer retains ultimate responsibility to insure that all communications concerning the lawyer or the lawyer's services comply with the Georgia Rules of Professional Conduct.

D. Georgia Rules of Professional Conduct 7.2 Advertising

<http://www.gabar.org/barrules/handbookdetail.cfm?what=rule&id=147>

- (a) Subject to the requirements of Rules 7.1 and 7.3, a lawyer may advertise services through:
- (1) public media, such as a telephone directory, legal directory, newspaper or other periodical;
 - (2) outdoor advertising;
 - (3) radio or television;
 - (4) written, electronic or recorded communication.
- (b) A copy or recording of an advertisement or communication shall be kept for two years after its last dissemination along with a record of when and where it was used.
- (c) Prominent disclosures. Any advertisement for legal services directed to potential clients in Georgia, or intended to solicit employment for delivery of any legal services in Georgia, must include prominent disclosures, clearly legible and capable of being read by the average person, if written, and clearly intelligible by an average person, if spoken aloud, of the following:
- (1) Disclosure of identity and physical location of attorney. Any advertisement shall include the name, physical location and telephone number of each lawyer or law firm who paid for the advertisement and who takes full personal responsibility for the advertisement. In disclosing the physical location, the responsible lawyer shall state the full address of the location of the principal bona fide office of each lawyer who is prominently identified pursuant to this

paragraph. For the purposes of this Rule, a bona fide office is defined as a physical location maintained by the lawyer or law firm from which the lawyer or law firm furnishes legal services on a regular and continuing basis. In the absence of a bona fide physical office, the lawyer shall prominently disclose the full address listed with the State Bar of Georgia or other Bar to which the lawyer is admitted. A lawyer who uses a referral service shall ensure that the service discloses the location of the lawyer's bona fide office, or the registered bar address, when a referral is made.

(2) Disclosure of referral practice. If the lawyer or law firm will refer the majority of callers to other attorneys, that fact must be disclosed and the lawyer or law firm must comply with the provisions of Rule 7.3(c) regarding referral services.

(3) Disclosure of spokespersons and portrayals. Any advertisement that includes a non-attorney spokesperson, portrayal of a lawyer by a non-lawyer, portrayal of a client by a non-client, or any paid testimonial or endorsement, shall include prominent disclosure of the use of a non-attorney spokesperson, portrayal of a lawyer by a non-lawyer, or of a client by a non-client.

(4) Disclosures regarding fees. A lawyer or law firm advertising any fixed fee for specified legal services shall, at the time of fee publication, have available to the public a written statement clearly describing the scope of each advertised service, which statement shall be available to the client at the time of retainer for any such service.

(5) Appearance of legal notices or pleadings. Any advertisement that includes any representation that resembles a legal pleading, notice, contract or other legal document shall include prominent disclosure that the document is an advertisement rather than a legal document.

E. New Jersey Rules of Professional Conduct Rule 7.1 Communications Concerning a Lawyer's Service https://www.judiciary.state.nj.us/rules/RPC_09-01-2015.pdf

(a) A lawyer shall not make false or misleading communications about the lawyer, the lawyer's services, or any matter in which the lawyer has or seeks a professional involvement. A communication is false or misleading if it:

(1) contains a material misrepresentation of fact or law, or omit a fact necessary to make the statement considered as a whole not materially misleading;

(2) is likely to create an unjustified expectation about results the lawyer can achieve, or states or implies that the lawyer can achieve results by means that violate the Rules of Professional Conduct or other law;

(3) compares the lawyer's services with other lawyers' services, unless (i) the name of the comparing organization is stated, (ii) the basis for the comparison can be substantiated, and (iii) the communication includes the following disclaimer in a readily discernable manner: "No aspect of this advertisement has been approved by the Supreme Court of New Jersey"; or

(4) related to legal fees other than:

(i) a statement of the fee for an initial consultation;



- (ii) a statement of the fixed or contingent fee charged for a specific legal service, the description of which would not be understood or be deceptive;
 - (iii) a statement of the range of fees for specifically described legal services, provided there is a reasonable disclosure of relevant variables and considerations so that the statement would not be misunderstood or be deceptive;
 - (iv) a statement of specified hourly rates, provided the statement makes clear that the total charge will vary according to the number of hours devoted to the matter, and in relation to the varying hourly rates charged for the services of different individuals who may be assigned to the matter;
 - (v) the availability of credit arrangements; and
 - (vi) a statement of the fees charged by a qualified legal assistance organization in which the lawyer participates for legal services the description of which would not be misunderstood or be deceptive.
- (b) It shall be unethical for a lawyer to use an advertisement or other related communication known to have been disapproved by the Committee on Attorney Advertising, or one substantially the same as the one disapproved, until or unless modified or reversed by the Advertising Committee or as provided by Rule 1:19A-3(d).

F. New Jersey Rules of Professional Conduct Rule 7.2 Advertising

https://www.judiciary.state.nj.us/rules/apprpc.htm#P851_88512

- (a) Subject to the requirements of RPC 7.1, a lawyer may advertise services through public media, such as a telephone directory, legal directory, newspaper or other periodical, radio or television, internet or other electronic media, or through mailed written communication. All advertisements shall be predominantly informational. *No drawings, animations, dramatizations, music, or lyrics shall be used in connection with televised advertising.* No advertisement shall rely in any way on techniques to obtain attention that depend upon absurdity and that demonstrate a clear and intentional lack of relevance to the selection of counsel; included in this category are all advertisements that contain any extreme portrayal of counsel exhibiting characteristics clearly unrelated to legal competence.
- (b) A copy or recording of an advertisement or written communication shall be kept for three years along with a record of when and where it was used.
- (c) A lawyer shall not give anything of value to a person for recommending the lawyer's services except that:
- (1) a lawyer may pay the reasonable cost of advertising or written communication permitted by this Rule;
 - (2) a lawyer may pay the reasonable cost of advertising, written communication or other notification required in connection with the sale of a practice as permitted by RPC 1.17; and
 - (3) a lawyer may pay the usual charges of a not-for-profit lawyer referral service or other legal service organization

G. New York Rules of Professional Conduct Rule 7.1: Advertising

<https://www.nysba.org/WorkArea/DownloadAsset.aspx?id=50671>

- (a) A lawyer or law firm shall not use or disseminate or participate in the use or dissemination of any advertisement that:
- (1) contains statements or claims that are false, deceptive or misleading; or
 - (2) violates a Rule.
- (b) Subject to the provisions of paragraph (a), an advertisement may include information as to:
- (1) legal and nonlegal education; degrees and other scholastic distinctions; dates of admission to any bar; areas of the law in which the lawyer or law firm practices, as authorized by these Rules; public offices and teaching positions held; publications of law-related matters authored by the lawyer; memberships in bar associations or other professional societies or organizations, including offices and committee assignments therein; foreign language fluency; and bona fide professional ratings;
 - (2) names of clients regularly represented, provided that the client has given prior written consent;
 - (3) bank references; credit arrangements accepted; prepaid or group legal services programs in which the lawyer or law firm participates; nonlegal services provided by the lawyer or law firm or by an entity owned and controlled by the lawyer or law firm; the existence of contractual relationships between the lawyer or law firm and a nonlegal professional or nonlegal professional service firm, to the extent permitted by Rule 5.8, and the nature and extent of services available through those contractual relationships; and
 - (4) legal fees for initial consultation; contingent fee rates in civil matters, when accompanied by a statement disclosing the information required by paragraph (p); range of fees for legal and nonlegal services, provided that there be available to the public free of charge a written statement clearly describing the scope of each advertised service, hourly rates, and fixed fees for specified legal and nonlegal services.
- (c) An advertisement shall not:
- (1) include a paid endorsement of, or testimonial about, a lawyer or law firm without disclosing that the person is being compensated therefor;
 - (2) include the portrayal of a fictitious law firm, the use of a fictitious name to refer to lawyers not associated together in a law firm, or otherwise imply that lawyers are associated in a law firm if that is not the case;
 - (3) use actors to portray a judge, the lawyer, members of the law firm, or clients, or utilize depictions of fictionalized events or scenes, without disclosure of same;
 - (4) be made to resemble legal documents.
- (d) An advertisement that complies with paragraph (c) may contain the following:
- (1) statements that are reasonably likely to create an expectation about results the lawyer can achieve;
 - (2) statements that compare the lawyer's services with the services of other lawyers;
 - (3) testimonials or endorsements of clients, and of former clients; or

- (4) statements describing or characterizing the quality of the lawyer's or law firm's services.
- (e) It is permissible to provide the information set forth in paragraph (d) provided:
- (1) its dissemination does not violate paragraph (a);
 - (2) it can be factually supported by the lawyer or law firm as of the date on which the advertisement is published or disseminated; and
 - (3) it is accompanied by the following disclaimer: "Prior results do not guarantee a similar outcome"; and
 - (4) in the case of a testimonial or endorsement from a client with respect to a matter still pending, the client gives informed consent confirmed in writing.
- (f) Every advertisement other than those appearing in a radio, television or billboard advertisement, in a directory, newspaper, magazine or other periodical (and any web sites related thereto), or made in person pursuant to Rule 7.3(a)(1), shall be labeled "Attorney Advertising" on the first page, or on the home page in the case of a web site. If the communication is in the form of a self-mailing brochure or postcard, the words "Attorney Advertising" shall appear therein. In the case of electronic mail, the subject line shall contain the notation "ATTORNEY ADVERTISING."
- (g) A lawyer or law firm shall not utilize meta-tags or other hidden computer codes that, if displayed, would violate these Rules.
- (h) All advertisements shall include the name, principal law office address and telephone number of the lawyer or law firm whose services are being offered.
- (i) Any words or statements required by this Rule to appear in an advertisement must be clearly legible and capable of being read by the average person, if written, and intelligible if spoken aloud. In the case of a web site, the required words or statements shall appear on the home page.
- (j) A lawyer or law firm advertising any fixed fee for specified legal services shall, at the time of fee publication, have available to the public a written statement clearly describing the scope of each advertised service, which statement shall be available to the client at the time of retainer for any such service. Such legal services shall include all those services that are recognized as reasonable and necessary under local custom in the area of practice in the community where the services are performed.
- (k) All advertisements shall be pre-approved by the lawyer or law firm, and a copy shall be retained for a period of not less than three years following its initial dissemination. Any advertisement contained in a computer-accessed communication shall be retained for a period of not less than one year. A copy of the contents of any web site covered by this Rule shall be preserved upon the initial publication of the web site, any major web site redesign, or a meaningful and extensive content change, but in no event less frequently than once every 90 days.
- (l) If a lawyer or law firm advertises a range of fees or an hourly rate for services, the lawyer or law firm shall not charge more than the fee advertised for such services. If a lawyer or law firm advertises a fixed fee for specified legal services, or performs services described in a fee schedule, the lawyer or law firm shall not charge more than the fixed fee for such stated legal service as set forth in the advertisement or fee schedule, unless the client agrees in writing that the services performed or to be performed were not legal services referred to or implied in the advertisement or in the

fee schedule and, further, that a different fee arrangement shall apply to the transaction.

(m) Unless otherwise specified in the advertisement, if a lawyer publishes any fee information authorized under this Rule in a publication that is published more frequently than once per month, the lawyer shall be bound by any representation made therein for a period of not less than 30 days after such publication. If a lawyer publishes any fee information authorized under this Rule in a publication that is published once per month or less frequently, the lawyer shall be bound by any representation made therein until the publication of the succeeding issue. If a lawyer publishes any fee information authorized under this Rule in a publication that has no fixed date for publication of a succeeding issue, the lawyer shall be bound by any representation made therein for a reasonable period of time after publication, but in no event less than 90 days.

(n) Unless otherwise specified, if a lawyer broadcasts any fee information authorized under this Rule, the lawyer shall be bound by any representation made therein for a period of not less than 30 days after such broadcast.

(o) A lawyer shall not compensate or give anything of value to representatives of the press, radio, television or other communication medium in anticipation of or in return for professional publicity in a news item.

(p) All advertisements that contain information about the fees charged by the lawyer or law firm, including those indicating that in the absence of a recovery no fee will be charged, shall comply with the provisions of Judiciary Law § 488(3).

(q) A lawyer may accept employment that results from participation in activities designed to educate the public to recognize legal problems, to make intelligent selection of counsel or to utilize available legal services.

(r) Without affecting the right to accept employment, a lawyer may speak publicly or write for publication on legal topics so long as the lawyer does not undertake to give individual advice.

H. **Illinois Rules of Professional Conduct Rule 7.1 Communications Concerning a Lawyer's Services**

http://www.illinoiscourts.gov/supremecourt/rules/art_viii/artviii_new.htm

A lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading.

I. **Illinois Rules of Professional Conduct Rule 7.2 Advertising**

http://www.illinoiscourts.gov/supremecourt/rules/art_viii/artviii_new.htm

(a) Subject to the requirements of Rules 7.1 and 7.3, a lawyer may advertise services through written, recorded or electronic communication, including public media.

(b) A lawyer shall not give anything of value to a person for recommending the lawyer's services except that a lawyer may

(1) pay the reasonable costs of advertisements or communications permitted by this Rule;

- (2) pay the usual charges of a legal service plan or a not-for-profit lawyer referral service;
 - (3) pay for a law practice in accordance with Rule 1.17; and
 - (4) refer clients to another lawyer or a nonlawyer professional pursuant to an agreement not otherwise prohibited under these Rules that provides for the other person to refer clients or customers to the lawyer, if
 - (i) the reciprocal referral agreement is not exclusive, and
 - (ii) the client is informed of the existence and nature of the agreement.
- (c) Any communication made pursuant to this Rule shall include the name and office address of at least one lawyer or law firm responsible for its content.