

ABA MODEL RULE 7.1

APPENDIX "A"

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Communications Concerning a Lawyer's Services

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.

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

DIFFERENCES IN STATE ADVERTISING RULES

Prohibition on Using False, Misleading or Nonverifiable Communications about Lawyer's Services (Ohio)

Ohio Rule 7.1: A lawyer shall not make or use a false, misleading or nonverifiable communication about the lawyer or the lawyer's services.

Notifying Client of Third Parties False or Misleading Communication about Lawyer or Lawyer's Firm (Oregon)

Oregon Rule 7.2(b): A lawyer shall not request or knowingly permit a person or organization to promote, recommend or secure employment by a client through any means that involves false or misleading communications about the lawyer or the lawyer's firm. If a lawyer learns that employment by a client has resulted from false or misleading communications about the lawyer's firm, the lawyer shall so inform the client.

Prohibition on Advertisements for Specific Types of Cases for Which Lawyer Has Neither Experience Nor Competence (Missouri, Montana)

Missouri Rule 4-7.1(f): A communication is misleading if it advertises a specific type of case concerning with the lawyer has neither experience nor competence.

Montana Rule 4.1(f): A misleading communication includes, but is not limited to those that advertises a specific type of case concerning with the lawyer has neither experience nor competence.

Prohibition on Testimonials or Endorsements (Arkansas, Florida, Indiana, Nevada, Pennsylvania, South Carolina, Wyoming)

Arkansas Rule 7.1 (d): A lawyer shall not make a false or misleading communication about the lawyer or lawyer's services. A communication is false or misleading if it contains a testimonial or endorsement.

Florida Rule 4-7.2(c)(1)(J): A lawyer shall not make or permit to be made a false, misleading, or deceptive communication about the lawyer or the lawyer's services. A communication violates this rule if it contains a testimonial.

Indiana Rule 7.1 Comment [2]: Truthful statements that are misleading are also prohibited by this Rule. In the absence of special circumstances that serve to protect the probable targets of a communication from being misled or deceived, a communication will violate Rule 7.1 if it: contains a representation, testimonial, or endorsement of a lawyer or other statement that, in light of all the circumstances, is intended or is likely to create an unjustified expectation about a lawyer or law firm or a person's legal rights.

Nevada Rule 7.1(d): A communication is false and misleading if it contains a testimonial or endorsement which violates any portion of this Rule.

Pennsylvania Rule 7.2(d): No advertisement or public communication shall contain an endorsement by a celebrity or public figure.

South Carolina Rule 7.1(d): A communication violates this rule if it contains a testimonial.

Wyoming Rule 7.1(d): 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 dramatization prohibited by Rule 7.2(h), a testimonial or endorsement.

Wyoming Rule 7.2(h): There shall be no testimonials, endorsements, or dramatizations in any advertisement in any medium.

Restrictions on Testimonials or Endorsements

(California, Louisiana, Missouri, Montana, New York, Oregon, Rhode Island, South Dakota, Wisconsin)

California Rule 1-400(E)(2): Pursuant to rule 1-400(E) the Board of Governors of the State Bar has adopted the following standards, effective May 27, 1989, unless noted otherwise, as forms of "communication" defined in rule 1-400(A) which are presumed to be in violation of rule 1-400: (2) A "communication" which contains testimonials about or endorsements of a member unless such communication also contains an express disclaimer such as "this testimonial or endorsement does not constitute a guarantee, warranty, or prediction regarding the outcome of your legal matter."

Louisiana Rule 7.2(c)(1)(H): (a) A lawyer shall not make or permit to be made a false, misleading or deceptive communication about the lawyer, the lawyer's services or the law firm's services. A communication violates this Rule if it contains a paid testimonial or endorsement, unless the fact of payment is disclosed.

Missouri Rule 4-7.1(h): A communication is misleading if it contains any paid testimonial about or endorsement of the lawyer, without conspicuous identification of the fact that payment has been made for the testimonial or endorsement.

Montana Rule 7.1(h): A misleading communication includes, but is not limited to those that: contains any paid testimonial about or endorsement of the lawyer, without conspicuous identification of the fact that payment has been made for the testimonial or endorsement.

New York Rule 7.1(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;

New York Rule 7.1(d) & (e):

(d) An advertisement that complies with paragraph (e) may contain the following: . . .

(3) testimonials or endorsements of clients, and of former clients;

(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;

(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.

Oregon Rule 7.1(a)(6): A communication violates this rule if it: contains any endorsement or testimonial, unless the communication clearly and conspicuously states that any result that the endorsed lawyer or law firm may achieve on behalf of one client in one matter does not necessarily indicate that similar results can be obtained for other clients;

Rhode Island Rule 7.1(b): 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 any testimonial about, or endorsement of, the lawyer without identifying the fact that it is a testimonial or endorsement, and if payment for the testimonial or endorsement has been made, that fact must also be disclosed. If the testimonial or endorsement is not made by an actual client that fact must also be identified. If the testimonial or endorsement appears in a televised advertisement, the foregoing disclosures and identification must appear continuously throughout the advertisement.

South Dakota Rule 7.1(c)(12), (13) & (14): A communication is false and misleading if it:

(12) contains a testimonial about or endorsement of the lawyer, unless the lawyer can factually substantiate the claims made in the testimonial or endorsement and unless such communication also contains an express disclaimer substantively similar to the following: "This testimonial or endorsement does not constitute a guaranty, warranty, or prediction regarding the outcome of your legal matter";

(13) contains a testimonial or endorsement about the lawyer for which the lawyer has directly or indirectly given or exchanged anything of value to or with the person making the testimonial or giving the endorsement, unless the communication conspicuously discloses that the lawyer has given or exchanged something of value to or with the person making the testimonial or giving the endorsement;

(14) contains a testimonial or endorsement which is not made by an actual client of the lawyer, unless that fact is conspicuously disclosed in the communication;

Wisconsin Rule 20:7.1(a)(4): A communication is false or misleading if it contains any paid testimonial about, or paid endorsement of, the lawyer without identifying the fact that payment has been made or, if the testimonial or endorsement is not made by an actual client, without identifying that fact.

Prohibition on Statements that Cannot be Substantiated or Verified (District of Columbia, Florida, Ohio, Oregon)

District of Columbia Rule 7.1(a)(2): 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: (2) Contains an assertion about the lawyer or the lawyer's services that cannot be substantiated.

Florida Rule 4-7.2(c)(1)(D): A lawyer shall not make or permit to be made a false, misleading, or deceptive communication about the lawyer or the lawyer's services. A communication violates this rule if it is unsubstantiated in fact.

Ohio Rule 7.1: A lawyer shall not make or use a false, misleading, or nonverifiable communication about the lawyer or the lawyer's services.

Oregon Rule 7.1(a)(9): A lawyer shall not make or cause to be made any communication about the lawyer or the lawyer's firm, whether in person, in writing, electronically, by telephone or otherwise, if the communication state or implies that one or more current or former clients of the lawyer or the lawyer's firm, unless the making of such statements can be factually substantiated.

Restrictions on Statements Regarding Past Success (Florida, Indiana, Louisiana, Missouri, Montana, New Mexico, New York, South Carolina, South Dakota, Texas, Virginia)

Florida Rule 4-7.2(c)(1)(F): A lawyer shall not make or permit to be made a false, misleading, or deceptive communication about the lawyer or the lawyer's services. A communication violates this rule if it contains any reference to past successes or results obtained.

Indiana Rule 7.1 Comment [2]: In the absence of special circumstances that serve to protect the probable targets of a communication from being misled or deceived, a communication will violate Rule 7.1 if it: (2) contains statistical data or other information based on past performance . . . (6) contains any reference to results obtained that may reasonably create an expectation of similar results in future matters.

Louisiana Rule 7.2(c)(1)(D): A lawyer shall not make or permit to be made a false, misleading, or deceptive communication about the lawyer or the lawyer's services. A communication violates this Rule if it contains a reference or testimonial to past successes or results obtained, except as allowed in the Rule regulating information about a lawyer's services provided upon request.

Missouri Rule 4-7.1(c): A communication is misleading if it proclaims results obtained on behalf of clients, such as the amount of a damage award or the lawyer's record in obtaining favorable verdicts or settlements, without stating that past results afford no guarantee of future results and that every case is different and must be judged on its own merits.

Montana Rule 7.1(c): A misleading communication includes, but is not limited to those that: proclaims results obtained on behalf of clients, such as the amount of a damage award or the lawyer's record in obtaining favorable verdicts or settlements, without stating that past results afford no guarantee of future results and that every case is different and must be judged on its own merits.

New Mexico Rule 16-701(A)(4): A false or misleading communication includes, but is not limited to that which contains information based on past successes without a disclaimer that past successes cannot be an assurance of future success because each case must be decided on its own merits.

New York Rule 7.1(d): An advertisement that complies with paragraph (e) 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.

New York Rule 7.1(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."

South Carolina Rule 7.1 Comment [3]: For instance, the prohibition in paragraph (b) on statements likely to create "unjustified expectations" may preclude, and the limitations in paragraph (d) on testimonials and endorsements does preclude, advertisements about results obtained on behalf of a client, such as the amount of a damage award or the lawyer's record in obtaining favorable verdicts, unless they state clearly and conspicuously that any result the lawyer or law firm may have achieved on behalf of clients in other matters does not necessarily indicate similar results can be obtained for other clients. Such information may create the unjustified expectation that similar results can be obtained for others without reference to the specific factual and legal circumstances.

South Dakota Rule 7.1(c)(4): 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 information based on the lawyer's past success without a disclaimer that past success cannot be an assurance of future success because each case must be decided on its own merits.

Texas Rule 7.02(a)(2): A lawyer shall not make or sponsor a false or misleading communication about the qualifications or the services of any lawyer or firm. A communication is false or misleading if it: contains any reference in a public media advertisement to past successes or results obtained unless

- (i) the communicating lawyer or member of the law firm served as lead counsel in the matter giving rise to the recovery, or was primarily responsible for the settlement or verdict,
- (ii) the amount involved was actually received by the client,
- (iii) the reference is accompanied by adequate information regarding the nature of the case or matter and the damages or injuries sustained by the client, and
- (iv) if the gross amount received is stated, the attorney's fees and litigation expenses withheld from the amount are stated as well;

Virginia Rule 7.1(b) A communication violates this rule if it advertises specific or cumulative case results, without a disclaimer that (i) puts the case results in a context that is not misleading; (ii) states that case results depend upon a variety of factors unique to each case; and (iii) further states that case results do not guarantee or predict a similar result in any future case undertaken by the lawyer. The disclaimer shall precede the communication of the case results. When the communication is in writing, the disclaimer shall be in bold type face and uppercase letters in a font size that is at least as large as the largest text used to advertise the specific or cumulative case results and in the same color and against the same colored background as the text used to advertise the specific or cumulative case results.

Prohibition on Statements that Promise Results (Florida, Louisiana)

Florida Rule 4-7.2(c)(1)(G): A lawyer shall not make or permit to be made a false, misleading, or deceptive communication about the lawyer or the lawyer's services. A communication violates this rule if it promises results.

Indiana Rule 7.1 Comment [2]: In the absence of special circumstances that serve to protect the probable targets of a communication from being misled or deceived, a communication will violate Rule 7.1 if it: (2) contains . . . an express or implied prediction of future success.

Louisiana Rule 7.2(c)(1)(E): A lawyer shall not make or permit to be made a false, misleading, or deceptive communication about the lawyer or the lawyer's services. A communication violates this rule if it promises results.

Disclaimers and Disclosures Regarding Contingent Fees
(California, Colorado, Connecticut, Florida, Georgia, Kentucky, Louisiana, Missouri, Montana, Nevada, New Mexico, New York, Pennsylvania, Rhode Island, Texas)

California Rule 1-400 (Standards) (14): Pursuant to rule 1-400(E) the Board of Governors of the State Bar has adopted the following standards, effective May 27, 1989, unless noted otherwise, as forms of "communication" defined in rule 1-400(A) which are presumed to be in violation of rule 1-400:

(14) A "communication" which states or implies "no fee without recovery" unless such communication also expressly discloses whether or not the client will be liable for costs.

Colorado Rule 7.1(d): Any communication that states or implies the client does not have to pay a fee if there is no recovery shall also disclose that the client may be liable for costs. This provision does not apply to communications that only state that contingent or percentage fee arrangements are available, or that only state the initial consultation is free.

Connecticut Rule 7.2(f): Every advertisement and written communication that contains information about the lawyer's fee, including those indicating that the charging of a fee is contingent on outcome, or that no fee will be charged in the absence of recovery, or that the fee will be a percentage of recovery, shall disclose whether and to what extent the client will be responsible for any court costs and expenses of litigation. The disclosure concerning court costs and expenses of litigation shall be in the same print size and type as the information regarding the lawyer's fee and, if broadcast, shall appear for the same duration as the information regarding the lawyer's fee. If the information regarding the fee is spoken, the disclosure concerning court costs and expenses of litigation shall also be spoken.

Florida Rule 4-7.2(c)(7): Every advertisement and unsolicited written communication that contains information about the lawyer's fee, including those that indicate no fee will be charged in the absence of a recovery, shall disclose whether the client will be liable for any expenses in addition to the fee.

Georgia Rule 7.1(a): By way of illustration, but not limitation, a communication is false, fraudulent, deceptive or misleading if it:

(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) By way of illustration, but not limitation, a communication is false, fraudulent, deceptive or misleading if it 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.

Kentucky SCR 3.130(7.05)(1)(a)(22): A lawyer may employ the following in an advertisement:
(22) Contingent fee rates provided that the statement discloses whether percentages are computed before or after deduction of court costs and case expenses.

Louisiana Rule 7.2(c)(6): Every advertisement and unsolicited written communication that contains information about the lawyer's fee, including those that indicate that no fee will be charged in the absence of a recovery, shall disclose whether the client will be liable for any costs and/or expenses in addition to the fee.

Missouri Rule 4-7.1(k): A communication is misleading if it states that legal services are available on a contingent or no-recover-no-fee basis without stating that the client may be responsible for costs or expenses, if that is the case.

Montana Rule 7.1(k): A misleading communication includes, but is not limited to those that states that legal services are available on a contingent or no-recover-no-fee basis without stating that the client may be responsible for costs or expenses, if that is the case.

Nevada Rule 7.2(e): Every advertisement and written communication indicating that the charging of a fee is contingent on outcome or that the fee will be a percentage of the recovery shall contain the following disclaimer: "You may have to pay the opposing party's attorney's fees and costs in the event of a loss."

New York Rule 7.1(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).

[New York Judiciary Law § 488(3): A lawyer that offers services as described in paragraphs b, c and d of subdivision two of this section shall not, either directly or through any media used to advertise or otherwise publicize the lawyer's services, promise or advertise his or her ability to advance or pay costs and expenses of litigation in such manner as to state or imply that such ability is unique or extraordinary when such is not the case.]

Pennsylvania Rule 7.2(g): Every advertisement that contains information about the lawyer's fee shall disclose whether the client will be liable for any expenses in addition to the fee and, if the fee will be a percentage of the recovery, whether the percentage will be computed before deducting the expenses.

Rhode Island Rule 7.2(e): Lawyer advertising or written communications which indicate that no fee will be charged if no recovery, shall also state conspicuously if the client will be responsible for costs or expenses regardless of outcome.

Texas Rule 7.04(h): If an advertisement in the public media by a lawyer or firm discloses the willingness or potential willingness of the lawyer or firm to render services on a contingent fee basis, the advertisement must state whether the client will be obligated to pay all or any portion of the court costs and, if a client may be liable for other expenses, this fact must be disclosed. If specific percentage fees or fee ranges of contingent fee work are disclosed in such advertisement, it must also disclose whether the percentage is computed before or after expenses are deducted from the recovery.

Advertising a Fee for "Routine Services" (Kentucky)

Kentucky SCR 3.130(7.04)(1): A lawyer who advertises a fee for routine services and accepts the employment must perform such services for the amount advertised. In addition, a detailed description of what services are included in the "routine services" must be supplied to the Commission with each advertisement and to each prospective client who requests such a description.

Prohibition on Description of Fees as "Cut-rate," "Below Cost," "Discount," etc. (Ohio)

Ohio Rule 7.1, Comment[4]: Characterization of rates or fees chargeable by the lawyer or law firm such as "cut-rate," "lowest," "giveaway," "below cost," "discount," and "special is misleading.

Prohibition on Communications that Create False Expectations or Imply that Lawyer Can Achieve Results by Means that Violate Rules of Professional Conduct or Other Law
(Alabama, Alaska, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Oregon, South Carolina, Texas, West Virginia, Wisconsin, Wyoming)

Alabama Rule 7.1(b): A lawyer shall not make a false or misleading communication about the lawyer or lawyer's services. A communication is false or misleading if it 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.

Alaska Rule 7.1(b): A lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services or any prospective client's need for legal services. A communication is false or misleading if it is likely to create a reasonable but 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.

Arkansas Rule 7.1(b): A lawyer shall not make a false or misleading communication about the lawyer or lawyer's services. A communication is false or misleading if it 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.

California Rule 1-400(Standards)(1): Pursuant to rule 1-400(E) the Board of Governors of the State Bar has adopted the following standards, effective May 27, 1989, unless noted otherwise, as forms of "communication" defined in rule 1-400(A) which are presumed to be in violation of rule 1-400: (1) A "communication" which contains guarantees, warranties, or predictions regarding the result of the representation.

Colorado Rule 7.1(a)(3): 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 is likely to create an unjustified expectation about results the lawyer can achieve.

Florida Rule 4-7.2(c)(1)(H): A lawyer shall not make or permit to be made a false, misleading, or deceptive communication about the lawyer or the lawyer's services. A communication violates this rule if it states or implies that the lawyer can achieve results by means that violate the Rules of Professional Conduct or other law.

Georgia Rule 7.1(a)(2): 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 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 Georgia Rules of Professional Conduct or other law.

Hawaii Rule 7.1(b): 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 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.

Idaho Rule 7.1(b): 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 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.

Kansas Rule 7.1(b): 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 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.

Kentucky SCR 3.130 (7.15)(b): A lawyer shall not make a false, deceptive or misleading communication about the lawyer or the lawyer's service. A communication is false, deceptive or misleading if it 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.

Louisiana Rule 7.2(c)(1)(F): A lawyer shall not make or permit to be made a false, misleading, or deceptive communication about the lawyer or the lawyer's services. A communication violates this rule if it states or implies that the lawyer can achieve results by means that violate the Rules of Professional Conduct or other law.

Mississippi Rule 7.1(b): A lawyer shall not make or permit to be made a false, misleading, deceptive or unfair communication about the lawyer or lawyer's services. A communication violates this rule if it creates an unjustified, false or misleading expectation about results the lawyer can achieve, or states or implies that the lawyer can achieve results by means that violate these rules or other law.

Missouri Rule 4-7.1(b) & (d): A communication is misleading if it (b) is likely to create an unjustified expectation about results the lawyer can achieve; (d) states or implies that the lawyer can achieve results by means that violate the Rules of Professional Conduct or other law.

Montana Rule 7.1 (b) & (d): A misleading communication includes, but is not limited to those that (b) is likely to create an unjustified expectation about results the lawyer can achieve; (d) states or implies that the lawyer can achieve results by means that violate the Rules of Professional Conduct or other law.

Nevada Rule 7.1(b): A communication is false or misleading if it 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.

New Hampshire Rule 7.1(b): A lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services. Without limiting the generality of the foregoing, a communication is false or misleading if it 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.

New Jersey Rule 7.1(a)(2): A communication is false or misleading if it 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.

New York Rule 7.1(d)(1) & (e)

(d)(1): An advertisement that complies with paragraph (e) may contain the following: (1) statements that are reasonably likely to create an expectation about results the lawyer can achieve.

(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."

North Carolina Rule 7.1(a)(2): A communication is false or misleading if it 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.

North Dakota Rule 7.1 (b): A communication is false or misleading if it 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; or

Oregon Rule 7.1(a)(2): A lawyer shall not make or cause to be made any communication about the lawyer or the lawyer's firm, whether in person, in writing, electronically, by telephone or otherwise, if the communication is intended or is reasonably likely to create a false or misleading expectation about results the lawyer or the lawyer's firm can achieve.

South Carolina Rule 7.1(b): A communication violates this rule if it 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.

Texas Rule 7.02(a)(3): A communication is false or misleading if it 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 these rules or other law;

West Virginia Rule 7.1(b): A communication is false or misleading if 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.

Wisconsin Rule 20:7.1(b): A communication is false or misleading if it 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.

Wyoming Rule 7.1(b): A communication is false or misleading if it 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.

Prohibition on Communications that Imply Improper Influence Mississippi, Oregon, Texas)

Mississippi Rule 7.1(c): A lawyer shall not make or permit to be made a false, misleading, deceptive or unfair communication about the lawyer or lawyer's services. A communication violates this rule if it states or implies that the lawyer is able to influence improperly or upon irrelevant grounds any tribunal, legislative body, or public official.

Oregon Rule 7.1(a)(5): A lawyer shall not make or cause to be made any communication about the lawyer or the lawyer's firm, whether in person, in writing, electronically, by telephone or otherwise, if the communication states or implies that the lawyer or the lawyer's firm is in a position to improperly influence any court or other public body or office.

Texas Rule 7.02(a)(5): A communication is false or misleading if it states or implies that the lawyer is able to influence improperly or upon irrelevant grounds any tribunal, legislative body, or public official.

Prohibition or Restrictions on Use of Dramatizations, Simulations, etc. (Arkansas, California, Indiana Louisiana, Missouri, Montana, Nevada, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, South Dakota, Texas, Wyoming)

Arkansas Rule 7.2(e): Advertisements may include photographs, voices or images of the lawyers who are members of the firm who will actually perform the services. If advertisements utilize actors or other individuals, those persons shall be clearly and conspicuously identified by name and relationship to the advertising lawyer or law firm and shall not mislead or create an unreasonable expectation about the results the lawyer may be able to obtain. Clients or former clients shall not be used in any manner whatsoever in advertisements. Dramatization in any advertisement is prohibited.

California Rule 1-400(Standards)(13): Pursuant to rule 1-400(E) the Board of Governors of the State Bar has adopted the following standards, effective May 27, 1989, unless noted otherwise, as

forms of “communication” defined in Rule 1-400(A) which are presumed to be in violation of Rule 1-400: A “communication” which contains a dramatization unless such communication contains a disclaimer which states “this is a dramatization” or words of similar import.

Indiana Rule 7.1 Comment [2]: In the absence of special circumstances that serve to protect the probable targets of a communication from being misled or deceived, a communication will violate Rule 7.1 if it: contains a dramatization or re-creation of events unless the advertising clearly and conspicuously discloses that a dramatization or re-creation is being presented.

Louisiana Rule 7.2(c)(1)(I): A lawyer shall not make or permit to be made a false, misleading or deceptive communication about the lawyer, the lawyer’s services or the law firm’s services. A communication violates this rule if it: includes (i) a portrayal of a client by a non-client without disclaimer of such, as required by Rule 7.2(c)(10); (ii) the depiction of any events or scenes, other than still pictures, photographs or other static images, that are not actual or authentic without disclaimer of such, as required by Rule 7.2(c)(10); or (iii) a still picture, photograph or other static image that, due to alteration or the context of its use, is false, misleading or deceptive.

Louisiana Rule 7.2(c)(1)(J): A lawyer shall not make or permit to be made a false, misleading or deceptive communication about the lawyer, the lawyer’s services or the law firm’s services. A communication violates this rule if it includes the portrayal of a judge or a jury, the portrayal of a lawyer by a non-lawyer, the portrayal of a law firm as a fictionalized entity, the use of a fictitious name to refer to lawyers not associated together in a law firm, or otherwise implies that lawyers are associated in a law firm if that is not the case.

Missouri Rule 4-7.1(i): A communication is misleading if it contains any simulated portrayal of a lawyer, client, victim, scene, or event without conspicuous identification of the fact that it is a simulation.

Montana Rule 7.1(i): A misleading communication includes, but is not limited to those that: contains any simulated portrayal of a lawyer, client, victim, scene, or event without conspicuous identification of the fact that it is a simulation.

Nevada Rule 7.2(b): Advertisements on the electronic media such as the Internet, television and radio may contain the same factual information and illustrations as permitted in advertisements in the print media. If a person appears as a lawyer in an advertisement for legal services, or under such circumstances as may give the impression that the person is a lawyer, such person must be a member of the State Bar of Nevada, admitted to practice and in good standing before the Supreme Court of Nevada, and must be the lawyer who will actually perform the service advertised or a lawyer associated with the law firm that is advertising. If a person appears in an advertisement as an employee of a lawyer or law firm, such person must be an actual employee of the lawyer or law firm whose services are advertised unless the advertisement discloses that such person is an actor. If an actor appears in any other role not prohibited by these Rules, the advertisement must disclose that such person is an actor.

New York Rule 7.1(c): An advertisement shall not:

- (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; or
- (4) be made to resemble legal documents.

North Carolina Rule 7.1(b): A communication by a lawyer that contains a dramatization depicting a fictional situation is misleading unless it complies with paragraph (a) above and contains a conspicuous written or oral statement, at the beginning and the end of the communication, explaining that the communication contains a dramatization and does not depict actual events or real persons.

Oregon Rule 7.1(a): A lawyer shall not make or cause to be made any communication about the lawyer or the lawyer's firm, whether in person, in writing, electronically, by telephone or otherwise, if the communication

(7) states or implies that one or more persons depicted in the communication are lawyers who practice with the lawyer or the lawyer's firm if they are not;

(8) state or implies that one or more persons depicted in the communication are current clients or former clients of the lawyer or the lawyer's firm if they are not, unless the communication clearly and conspicuously discloses that the persons are actors or actresses;

(10) contains any dramatization or recreation of events, such as an automobile accident, a courtroom speech or a negotiation session, unless the communication clearly and conspicuously discloses that a dramatization or recreation is being presented;

Pennsylvania Rule 7.2(f): A non-lawyer shall not portray a lawyer or imply that he or she is a lawyer in any advertisement or public communication; nor shall an advertisement or public communication portray a fictitious entity as a law firm, use a fictitious name to refer to lawyers not associated together in a law firm, or otherwise imply that lawyers are associated together in a law firm if that is not the case.

(g) An advertisement or public communication shall not contain a portrayal of a client by a nonclient; the re-enactment of any events or scenes; or, pictures or persons, which are not actual or authentic, without a disclosure that such depiction is a dramatization.

Rhode Island Rule 7.1(c): 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 dramatization or simulated description of the lawyer, partners or associates, offices or facilities, or services without identifying the fact that the description is a simulation or dramatization. If the dramatization or simulated description appears in a televised advertisement, the fact that it is a dramatization or simulated description must appear continuously throughout the advertisement.

South Dakota Rule 7.1(c)(15): A communication is false or misleading if it contains any impersonation, dramatization, or simulation which is not predominantly informational and without conspicuously disclosing in the communication the fact that it is an impersonation, dramatization, or simulation;

Texas Rule 7.02(a)(7): A communication is false or misleading if it uses an actor or model to portray a client of the lawyer or law firm.

Texas Rule 7.04(g): In advertisements in the public media, any person who portrays a lawyer whose services or whose firm's services are being advertised, or who narrates an advertisement as if he or she were such a lawyer, shall be one or more of the lawyers whose services are being advertised.

Wyoming Rule 7.1(d): A communication is false or misleading if it: contains a dramatization precluded by Rule 7.2(h), a testimonial or endorsement.

Wyoming Rule 7.2(f): Advertisements on electronic media such as television, radio and the Internet may contain the same factual information and illustrations as permitted in advertisements in the print media. If a person appears or speaks as a lawyer in an advertisement for legal services, or under such circumstance as may give the impression that the person is a lawyer, such person must be a member of the Wyoming State Bar, admitted to practice and in good standing before the Wyoming Supreme Court and must be the lawyer who will actually perform the service advertised or a lawyer associated with the law firm which is advertising. If a person appears in an advertisement as an employee of a lawyer or law firm, such person must be an actual employee of the lawyer or law firm whose services are advertised. If an actor appears in any other role not prohibited by these rules, the advertisement must disclose such person is an actor.

Wyoming Rule 7.2(h): There shall be no testimonials, endorsements, or dramatizations in any advertisement in any medium.

Prohibition or Restriction on Comparing Quality of Lawyer's Services or Describing Quality of Services (Alabama, Alaska, Arkansas, Colorado, Florida, Georgia, Hawaii, Idaho, Indiana, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Oregon, South Carolina, Texas, West Virginia, Wisconsin, Wyoming)

Alabama Rule 7.1(c): A lawyer shall not make a false or misleading communication about the lawyer or lawyer's services. A communication is false or misleading if it compares the quality of the lawyer's services with the quality of other lawyers' services, except as provided in Rule 7.4.

Alaska Rule 7.1(c): A lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services or any prospective client's need for legal services. A communication is false or misleading if it compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated.

Arkansas Rule 7.1 (c): A lawyer shall not make a false or misleading communication about the lawyer or lawyer's services. A communication is false or misleading if it compares the quality of the lawyer's services with the quality of other lawyers' services, unless the comparison can be factually substantiated.

Colorado Rule 7.1(a)(2): 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 compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated.

Florida Rule 4-7.2(c)(1)(I): A lawyer shall not make or permit to be made a false, misleading, or deceptive communication about the lawyer or the lawyer's services. A communication violates this rule if it compares the lawyer's services with other lawyers' services unless the comparison can be factually substantiated.

Florida Rule 4-7.2(c)(2): A lawyer shall not make statements describing or characterizing the quality of the lawyer's services in advertisements and unsolicited written communications.

Georgia Rule 7.1(a)(3): 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 compares the lawyer's services with other lawyers' services unless the comparison can be factually substantiated.

Hawaii Rule 7.1(c): A lawyer shall not make a false or misleading communication about the lawyer or lawyer's services. A communication is false or misleading if it compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated.

Idaho Rule 7.1(c): 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 compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated.

Indiana Rule 7.1 Comment [2]: In the absence of special circumstances that serve to protect the probable targets of a communication from being misled or deceived, a communication will violate Rule 7.1 if it: (5) compares the services provided by the lawyer or a law firm with other lawyers' services, unless the comparison can be factually substantiated.

Kansas Rule 7.1(c): 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 compares the lawyer's services with other lawyer's services, unless the comparison can be factually substantiated.

Kentucky SCR 3.130 (7.15)(c): A lawyer shall not make a false, deceptive or misleading communication about the lawyer or the lawyer's service. A communication is false, deceptive or misleading if it compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated.

Louisiana Rule 7.1(c)(1)(G): A lawyer shall not make or permit to be made a false, misleading or deceptive communication about the lawyer, the lawyer's services or the law firm's services. A communication violates this rule if it compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated.

Mississippi Rule 7.1(d) A lawyer shall not make or permit to be made a false, misleading, deceptive or unfair communication about the lawyer or lawyer's services. A communication violates this rule if it compares the lawyer's services with other lawyers' services unless the comparison can be factually substantiated.

Missouri Rule 4-7.1(e): A communication is false or misleading if it compares the quality of a lawyer's or a law firm's services with other lawyers' services, unless the comparison can be factually substantiated.

Montana Rule 7.1(e): A misleading communication includes, but is not limited to those that: compares the quality of a lawyer's or a law firm's services with other lawyers' services, unless the comparison can be factually substantiated.

Nevada Rule 7.1(c) A communication is false or misleading if it compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated.

New Hampshire Rule 7.1(c): A lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services. Without limiting the generality of the foregoing, a

communication is false or misleading if it compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated.

New Jersey Rule 7.1(a)(3) A communication is false or misleading if it compares the lawyer's services with other lawyers' services.

New York Rule 7.1(d)(2), (d)(4) & (e)(1)-(3):

(d): An advertisement that complies with paragraph (e) may contain the following:

- (2) statements that compare the lawyer's services with the services of other lawyers; . . . 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;
- (3) it is accompanied by the following disclaimer: "Prior results do not guarantee a similar outcome";

North Carolina Rule 7.1(a)(3) A communication is false or misleading if it compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated.

North Dakota Rule 7.1(c) A communication is false or misleading if it compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated.

Oregon Rule 7.1(a)(3) A lawyer shall not make or cause to be made any communication about the lawyer or the lawyer's firm, whether in person, in writing, electronically, by telephone or otherwise, if the communication except upon request of a client or potential client, compares the quality of the lawyer's or the lawyer's firm's services with the quality of the services of other lawyers or law firms.

South Carolina Rule 7.1(c) A communication violates this rule if it compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated;

Texas Rule 7.02(a)(4): A communication is false or misleading if it compares the lawyer's services with other lawyers' services, unless the comparison can be substantiated by reference to verifiable, objective data.

West Virginia Rule 7.1(c): A communication is false or misleading if compares the lawyer's services with other lawyer's services, unless the comparison can be factually substantiated.

Wisconsin Rule 20:7.1(c): A communication is false or misleading if it compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated.

Wyoming Rule 7.1(c): 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 compares the lawyer's services with other specific lawyers' services, unless the comparison can be factually substantiated.

Prohibited Sounds (Florida)

Florida Rule 4-7.2(c)(16): Prohibited Sounds. A lawyer shall not include in any advertisement or unsolicited written communication any sound that is deceptive, misleading, manipulative, or that is likely to confuse the listener.

Use of Celebrity (Florida)

Florida Rule 4-7.2(c)(15): Use of Celebrity Prohibited. A lawyer shall not include in any advertisement or unsolicited written communication any celebrity whose voice or image is recognizable to the public.

Paid Communications/Advertisements Must be Identified as Such (Georgia, Missouri)

Georgia Rule 7.1(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.

Missouri Rule 4-7.2(d): [I]n any communications such as television, radio, or other electronic programs purporting to give the public legal advice or information, for which programs the broadcaster receives any remuneration or other consideration, directly or indirectly, from the lawyer who appears on those programs, the lawyer shall conspicuously disclose to the public the fact that the broadcaster has been paid or receives consideration from the lawyer for appearing on the program.

Lawyer Retains Responsibility for All Communications (Georgia)

Georgia Rule 7.1(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.

Prohibition on Compensation for Professional Publicity in News Item (Iowa, New York)

Iowa Rule 32:7.2(1): 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 or voluntarily give any information to such representatives which, if published in a news item, would be in violation of rule 32:7.1.

New York Rule 7.1(o): A lawyer shall not compensate or give any thing 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.

Advertising Rules Not Applicable in Another Jurisdiction (Florida, Louisiana, Nevada)

Florida Rule 4-7.1(d): Subchapter 4-7 shall not apply to any advertisement broadcast or disseminated in another jurisdiction in which the advertising lawyer is admitted if such advertisement complies with the rules governing lawyer advertising in that jurisdiction and is not intended for broadcast or dissemination within the state of Florida.

Louisiana Rule 7.1(b): These rules shall not apply to any advertisement broadcast or disseminated in another jurisdiction in which the advertising lawyer is admitted if such advertisement complies with the rules governing lawyer advertising in that jurisdiction and is not intended for broadcast or dissemination within the state of Louisiana.

Nevada Rule 7.2(a): These Rules shall not apply to any advertisement broadcast or disseminated in another jurisdiction in which the advertising lawyer is admitted if such advertisement complies with the rules governing lawyer advertising in that jurisdiction and the advertisement is not intended primarily for broadcast or dissemination within the State of Nevada.

Application to Out-of-State Lawyers (Florida, New York)

Florida Rule 4-7.1(c) Subchapter 4-7 shall apply to lawyers admitted to practice law in jurisdictions other than Florida:

- (1) who have established a regular and/or permanent presence in Florida for the practice of law as authorized by other law; and
- (2) who solicit or advertise for legal employment in Florida or who target solicitations or advertisements for legal employment at Florida residents.

New York Rule 7.3(i): The provisions of this Rule shall apply to a lawyer or members of a law firm not admitted to practice in this State who shall solicit retention by residents of this State.

Rules Not Applicable to Communications Made at Prospective Client's Request (Florida)

Florida Rule 4-7.1(h): Subchapter 4-7 shall not apply to communications between a lawyer and a prospective client if made at the request of that prospective client.

Restrictions on Visual and Verbal Portrayals and Illustrations (Florida, Louisiana)

Florida Rule 4-7.2(c)(3): A lawyer shall not include in any advertisement or unsolicited written communication any visual or verbal descriptions, depictions, illustrations, or portrayals of persons, things, or events that are deceptive, misleading, manipulative, or likely to confuse the viewer.

Louisiana Rule 7.2(c)(2): A lawyer shall not include in any advertisement or unsolicited written communication any visual or verbal descriptions, depictions, illustrations (including photographs) or portrayals of persons, things, or events that are false, misleading or deceptive.

Language of Required Statements (Florida, Louisiana, Texas)

Florida Rule 4-7.2(c)(10): Any words or statements required by this subchapter to appear in an advertisement or direct mail communication must appear in the same language in which the advertisement appears. If more than 1 language is used in an advertisement or direct mail communication, any words or statements required by this subchapter must appear in each language used in the advertisement or direct mail communication.

Louisiana Rule 7.2(c)(9): Any words or statements required by these Rules to appear in an advertisement or unsolicited written communication must appear in the same language in which the advertisement or unsolicited written communication appears. If more than one language is used in an advertisement or unsolicited written communication, any words or statements required by these Rules must appear in each language used in the advertisement or unsolicited written communication.

Texas Rule 7.02(d): Any statement or disclaimer required by these rules shall be made in each language used in the advertisement or solicitation communication with respect to which such required statement or disclaimer relates; provided however, the mere statement that a particular language is spoken or understood shall not alone result in the need for a statement or disclaimer in that language.

Advertisements Must be Legible and Intelligible (Florida, Louisiana, New York)

Florida Rule 4-7.2(c)(11): Any words or statements required by this subchapter to appear in an advertisement or direct mail communication must be clearly legible if written or intelligible if spoken aloud.

Louisiana Rule 7.2(c)(10): Any words or statements required by these Rules to appear in an advertisement or unsolicited written communication must be clearly legible if written or intelligible if spoken aloud.

New York Rule 7.1(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.

Restrictions on Meta Tags (New York)

New York Rule 7.1(g)(2): A lawyer or law firm shall not utilize meta tags or other hidden computer codes that, if displayed, would violate these Rules.

Permissible Content (Connecticut, Florida, Iowa, Kentucky, Louisiana, Nevada, New York, Wyoming)

Connecticut Rule 7.2(i) The following information in advertisements and written communications shall be presumed not to violate the provisions of Rule 7.1:

(1) Subject to the requirements of Rule 7.3, the name of the lawyer or law firm, a listing of lawyers associated with the firm, office addresses and telephone numbers, office and telephone service hours, fax numbers, website and e-mail addresses and domain names, and a designation such as “attorney” or “law firm.”

(2) Date of admission to the Connecticut bar and any other bars and a listing of federal courts and jurisdictions where the lawyer is licensed to practice.

(3) Technical and professional licenses granted by the state or other recognized licensing authorities.

(4) Foreign language ability.

(5) Fields of law in which the lawyer practices or is designated, subject to the requirements of Rule 7.4, or is certified pursuant to Rule 7.4A.

(6) Prepaid or group legal service plans in which the lawyer participates.

(7) Acceptance of credit cards.

(8) Fee for initial consultation and fee schedule.

(9) A listing of the name and geographic location of a lawyer or law firm as a sponsor of a public service announcement or charitable, civic or community program or event.

(10) Nothing in this Rule prohibits a lawyer or law firm from permitting the inclusion in the law directories intended primarily for the use of the legal profession of such information as has traditionally been included in these publications.

Florida Rule 4.7.2(b): If the content of an advertisement in any public media or unsolicited written communication is limited to the following information, the advertisement or unsolicited written communication is exempt from the filing and review requirements and, if true, shall be presumed not to be misleading or deceptive.

(1) *Lawyers and Law Firms.* A lawyer or law firm may include the following information in advertisements and unsolicited written communications:

(A) the name of the lawyer or law firm subject to the requirements of this rule and rule 4-7.9, a listing of lawyers associated with the firm, office locations and parking arrangements, disability accommodations, telephone numbers, website addresses, and electronic mail addresses, office and telephone service hours, and a designation such as "attorney" or "law firm";

(B) date of admission to The Florida Bar and any other bars, current membership or positions held in The Florida Bar or its sections or committees, former membership or positions held in The Florida Bar or its sections or committees with dates of membership, former positions of employment held in the legal profession with dates the positions were held, years of experience practicing law, number of lawyers in the advertising law firm, and a listing of federal courts and jurisdictions other than Florida where the lawyer is licensed to practice;

(C) technical and professional licenses granted by the state or other recognized licensing authorities and educational degrees received, including dates and institutions;

(D) military service, including branch and dates of service;

(E) foreign language ability;

(F) fields of law in which the lawyer practices, including official certification logos, subject to the requirements of subdivision (c)(6) of this rule regarding use of terms such as certified, specialist, and expert;

(G) prepaid or group legal service plans in which the lawyer participates;

(H) acceptance of credit cards;

(I) fee for initial consultation and fee schedule, subject to the requirements of subdivisions (c)(7) and (c)(8) of this rule regarding cost disclosures and honoring advertised fees;

(J) common salutary language such as "best wishes," "good luck," "happy holidays," or "pleased to announce";

(K) punctuation marks and common typographical marks;

(L) an illustration of the scales of justice not deceptively similar to official certification logos or The Florida Bar logo, a gavel, traditional renditions of Lady Justice, the Statue of Liberty, the American flag, the American eagle, the State of Florida flag, an unadorned set of law books, the inside or outside of a courthouse, column(s), diploma(s), or a photograph of the lawyer or lawyers who are members of or employed by the firm against a plain background consisting of a single solid color or a plain unadorned set of law books.

(2) *Lawyer Referral Services.* A lawyer referral service may advertise its name, location, telephone number, the referral fee charged, its hours of operation, the process by which referrals are made, the areas of law in which referrals are offered, the geographic area in which the lawyers practice to whom those responding to the advertisement will be referred, and, if applicable, its nonprofit status, its status as a lawyer referral service approved by The Florida Bar, and the logo of its sponsoring bar association.

(3) *Public Service Announcements.* A lawyer or law firm may be listed as a sponsor of a public service announcement or charitable, civic, or community program or event as long as the information about the lawyer or law firm is limited to the permissible content set forth in subdivision (b)(1) of this rule.

Iowa Rule 32:7.2(g) The following information may be communicated to the public in the manner permitted by this rule, provided it is presented in a dignified style:

(1) name, including name of law firm, names of professional associates, addresses, telephone numbers, Internet addresses and URLs, and the designation "lawyer," "attorney," "J.D.," "law firm," or the like;

(2) the following descriptions of practice:

(i) "general practice";

(ii) "general practice including but not limited to" followed by one or more fields of practice descriptions set forth in rule 32:7-4(a)-(c);

(iii) fields of practice, limitation of practice, or specialization, but only to the extent permitted by rule 32:7.4; and

(iv) limited representation as authorized by rule 32:1.2(c);

(3) date and place of birth;

(4) date and place of admission to the bar of state and federal court;

(5) schools attended, with dates of graduation, degrees, and other scholastic distinctions;

(6) public or quasi-public offices;

(7) military service;

(8) legal authorships;

(9) legal teaching positions;

(10) memberships, offices, and committee and section assignment in bar associations;

(11) memberships and offices in legal fraternities and legal societies;

(12) technical and professional licenses;

(13) memberships in scientific, technical, and professional associations and societies; and

(14) foreign language ability.

Iowa Rule 32:7.2(h): Fee information may be communicated to the public in the manner permitted by this rule, provided it is presented in a dignified style.

(1) The following information may be communicated:

(i) the fee for an initial consultation;

(ii) the availability upon request of either a written schedule of fees, or an estimate of the fee to be charged for specific services, or both;

(iii) contingent fee rates, subject to rule 32:1.5(c) and (d), provided that the statement discloses whether percentages are computed before or after deduction of costs and advises the public that, in the event of an adverse verdict or decision, the contingent fee litigant could be liable for court costs, expenses of investigation, expenses of medical examinations, and costs of obtaining and presenting evidence;

(iv) fixed fees or range of fees for specific legal services;

(v) hourly fee rates; and

(vi) whether credit cards are accepted.

Kentucky SCR 3.130 (7.05)(1)(a): A lawyer may employ the following in an advertisement:

1. Name, including name of law firm and names of professional associates, addresses, telephone numbers, fax numbers and e-mail addresses;

2. One or more fields of law in which the lawyer or law firm practices, or a statement that practice is limited to one or more fields of law, to the extent authorized under Rule 7.40;

3. Date and place of birth;

4. Date and place of admission to the bar of state and federal courts;

5. Schools attended, with dates of graduation, degrees and other scholastic distinctions;

6. Public or quasi-public offices;

7. Military services;

8. Authorships;

9. Teaching positions;

10. Memberships, offices and committee assignments, in bar associations;
11. Membership and offices in legal fraternities and legal societies;
12. Technical and professional licenses;
13. Memberships in scientific, technical and professional associations and societies;
14. Foreign language ability;
15. Names and addresses of bank references;
16. With their written consent, names of clients regularly represented;
17. Prepaid or group legal services programs in which the lawyer participates;
18. Whether credit cards or other credit arrangements are accepted;
19. Office and telephone answering service hours;
20. Fee for an initial consultation;
21. Availability upon request of a written schedule of fees and/or an estimate of the fee to be charged for specific services;
22. Contingent fee rates provided that the statement discloses whether percentages are computed before or after deduction of court costs and case expenses;
23. Range of fees for services, provided that the statement discloses that the specific fee within the range which will be charged will vary depending upon the particular matter to be handled for each client and the client is entitled without obligation to an estimate of the fee within the range likely to be charged, in print size equivalent to the largest print used in setting forth the fee information;
24. Hourly rate, provided that the statement discloses that the total fee charged will depend upon the number of hours which must be devoted to the particular matter to be handled for each client and the client is entitled to without obligation an estimate of the fee likely to be charged, in print size at least equivalent to the largest print used in setting forth the fee information;
25. Fixed fees for specific legal services to the extent authorized under these Rules; or
26. Any other information specified in any regulation adopted by the Commission. Any lawyer may petition the Commission for the adoption of such a regulation in which case the petition shall be published as provided in these Rules.

Louisiana Rule 7.2(a)(3): The following items may be used without including the content required by subdivisions (a)(1) and (a)(2) of this Rule 7.2:

(A) Sponsorships. A brief announcement in any public media that identifies a lawyer or law firm as a contributor to a specified charity or as a sponsor of a public service announcement or a specified charitable, community, or public interest program, activity, or event, provided that the announcement contains no information about the lawyer or the law firm other than permissible content of advertisements listed in Rule 7.2(b) and the fact of the sponsorship or contribution, in keeping with Rule 7.8(b);

(B) Gift/Promotional Items. Items, such as coffee mugs, pens, pencils, apparel, and the like, that identify a lawyer or law firm and are used/disseminated by a lawyer or law firm not in violation of these Rules, including but not limited to Rule 7.2(c)(13) and Rule 7.4; and

(C) Office Sign(s) for Bona Fide Office Location(s). A sign, placard, lettering, mural, engraving, carving or other alphanumeric display conveying information about a lawyer, a lawyer's services or a law firm's services that is permanently affixed, hanging, erected or otherwise attached to the physical structure of the building containing a bona fide office location for a lawyer or law firm, or to the property on which that bona fide office location sits.

Louisiana Rule 7.2(b): If the content of an advertisement in any public media or unsolicited written communication is limited to the following information, the advertisement or unsolicited written communication is exempt from the filing and review requirements and, if true, shall be presumed not to be misleading or deceptive.

(1) Lawyers and Law Firms. A lawyer or law firm may include the following information in advertisements and unsolicited written communications:

(A) subject to the requirements of this Rule and Rule 7.10, the name of the lawyer or law firm, a listing of lawyers associated with the firm, office locations and parking arrangements, disability accommodations, telephone numbers, Web site addresses, and electronic mail addresses, office and telephone service hours, and a designation such as "attorney", "lawyer" or "law firm";

(B) date of admission to the Louisiana State Bar Association and any other bars, current membership or positions held in the Louisiana State Bar Association, its sections or committees, former membership or positions held in the Louisiana State Bar Association, its sections or committees, together with dates of membership, former positions of employment held in the legal profession, together with dates the positions were held, years of experience practicing law, number of lawyers in the advertising law firm, and a listing of federal courts and jurisdictions other than Louisiana where the lawyer is licensed to practice;

(C) technical and professional licenses granted by the State or other recognized licensing authorities and educational degrees received, including dates and institutions;

(D) military service, including branch and dates of service;

(E) foreign language ability;

(F) fields of law in which the lawyer practices, including official certification logos, subject to the requirements of subdivision (c)(5) of this Rule;

(G) prepaid or group legal service plans in which the lawyer participates;

(H) fee for initial consultation and fee schedule, subject to the requirements of subdivisions (c)(6) and (c)(7) of this Rule;

(I) common salutory language such as "best wishes," "good luck," "happy holidays," or "pleased to announce";

(J) punctuation marks and common typographical marks; and

(K) a photograph or image of the lawyer or lawyers who are members of or employed by the firm against a plain background.

(2) Public Service Announcements. A lawyer or law firm may be listed as a sponsor of a public service announcement or charitable, civic, or community program or event as long as the information about the lawyer or law firm is limited to the permissible content set forth in subdivision (b)(1) of this rule.

Nevada Rule 7.2(h): The following information in advertisements and written communications shall be presumed not to violate the provisions of Rule 7.1:

(1) Subject to the requirements of this Rule and Rule 7.5, the name of the lawyer or law firm, a listing of lawyers associated with the firm, office addresses and telephone numbers, office and telephone service hours, and a designation such as "attorney" or "law firm."

(2) Date of admission to the State Bar of Nevada and any other bars and a listing of federal courts and jurisdictions other than Nevada where the lawyer is licensed to practice.

(3) Technical and professional licenses granted by the state or other recognized licensing authorities.

(4) Foreign language ability.

(5) Fields of law in which the lawyer is certified or designated, subject to the requirements of Rule 7.4.

(6) Prepaid or group legal service plans in which the lawyer participates.

(7) Acceptance of credit cards.

(8) Fee for initial consultation and fee schedule, subject to the requirements of paragraphs (e) and (f) of this Rule.

(9) A listing of the name and geographic location of a lawyer or law firm as a sponsor of a public service announcement or charitable, civic or community program or event.

New York Rule 7.1(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 admissions 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 the services available through those contractual relationships; and
- (4) legal fees for initial consultation; contingent fees in civil matters when accompanied by a statement disclosing information required by paragraph (p); range of fees for legal and nonlegal services, provided that there be available 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.

Wyoming Rule 7.2(c): Any of the following information in advertisements and written electronic communication shall be presumed to be in compliance with the provisions of Rule 7.1, and the disclaimer required by Rule 7.2(g) need not be included.

- (1) Subject to the requirements of Rule 7.1 and Rule 7.2, the name of the lawyer or law firm, a listing of lawyers associated with the firm, office addresses and telephone numbers, and facsimile number. E-mail addresses, office and telephone service hours, and a designation such as "attorney" or "law firm."
- (2) Date of admission to the Wyoming State Bar and other bars and a listing of federal courts and jurisdictions other than Wyoming where the lawyer is licensed to practice.
- (3) Technical and professional licenses granted by the state or other recognized licensing authorities.
- (4) Foreign language ability.
- (5) Prepaid or group legal service plans in which the lawyer participates.
- (6) Acceptance of credit cards.
- (7) Fee for initial consultation and fee schedule.
- (8) A listing of the name and geographic location of a lawyer or law firm as a sponsor of a public service announcement or charitable, civic or community program or event.

Advertisement with Fixed Fee for Specific Legal Services Requires Written Statement of Scope of Each Advertised Service (New York)

New York Rule 7.1(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 which are recognized as reasonable and necessary under local custom in the area of practice in the community where the services are performed.

Restrictions When Advertising Range of Fees (New York)

New York Rule 7.1(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.

Identifying Jurisdictions in Which the Lawyer is Licensed to Practice (Missouri)

Missouri Rule 7.1(l): A misleading communication includes, but is not limited to those that advertises for legal services without identifying the jurisdictions in which the lawyer is licensed to practice.