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Lawyer Advertising

Key Concepts



- Rule 7.1 generally authorizes lawyer advertising.
 - This Rule does not regulate taste or effectiveness in advertising, nor the media in which lawyers may advertise.
 - Outside of limited exceptions, a lawyer may not give anything of value to any person for recommending the lawyer's services.
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Introduction



The Rules of Professional Conduct are not hostile to lawyer advertising. On the contrary, Rule 7.2 broadly authorizes lawyers to advertise their services to the public. This Rule thus responds directly to the Supreme Court's decisions granting First Amendment protections to lawyer advertising. But, this Rule recognizes more than just the free speech rights of lawyers. On the contrary, this Rule also marks a shift from the Bars historical views toward lawyer advertising, by recognizing that lawyer advertising can inform the public about valuable legal services and increase access to justice. As a result, lawyers maintain fairly broad advertising rights under the Rules of Professional Conduct, unless an advertisement undermines consumer interests.

The Rule

Rule 7.2 has three subsections divided into two main parts. First, the Rule in subsections (a) and (c) addresses advertising generally. In subsection (b), the Rule regulates the practice of lawyers giving referral fees in exchange for a recommendation.

1. Advertising Generally

Rule 7.2 begins by authorizing lawyers to advertise generally, subject to two other Rules in Title 7:

THE RULE

Rule 7.2

Advertising

- (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) Except as permitted by Rule 1.5(e), 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; and
 - (3) pay for a law practice in accordance with Rule 1.17.
- (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.

Rule 7.2(a) makes clear that, outside of false or misleading communications that violate Rule 7.1 and solicitations that violate Rule 7.3, lawyers may advertise information about their services “in the active quest for clients.”¹ The comments to the Rules of Professional Conduct note that advertising simultaneously can educate the public about accessible legal services, especially for “persons of moderate means who have not made extensive use of legal services,”² and who therefore may lack access to justice if made to depend on traditional reputation sources for finding lawyers.³

The Rules of Professional Conduct further do not attempt to regulate “effectiveness and taste in advertising.”⁴ Deeming these questions too speculative and subjective, the Rules leave taste and efficacy to the market. Nor does Rule 7.2 distinguish between advertising media. On the contrary, recognizing that “[t]elelevision, the Internet, and other forms of electronic communication are now the most powerful media for getting information to the public,”⁵ the comments to the Rules of Professional Conduct opine that advertising regulations that distinguished between these different media improperly would limit the flow of information to large segments of the public.⁶ Lawyers therefore have significant leeway in how and where to advertise, so long as their communications remain truthful and not misleading, do not solicit improperly, and identify at least one lawyer or law firm responsible for an advertisement’s content.⁷

The Rules of Professional Conduct’s generality in regulating attorney advertising, however, has generated some uncertainty as the landscape of lawyer marketing evolves dramatically with technology. To connect with prospective clients, lawyers more and more are turning to online technologies, such as social media, Internet lead generators, daily deal programs, and online lawyer rating sources, as just a few examples.⁸ Lawyers also do not always compartmentalize their personal and professional presences online—Facebook providing a common example, where a lawyer may post about success for a client, the day’s lunch order, and favorite music, all in one afternoon. The Rules of Professional Conduct’s largely general proscriptions do not always guide lawyers clearly as to whether a lawyer’s online presence is misleading in these emerging marketing contexts, or whether a lawyer’s communications constitute live or “real time” solicitations.⁹

In one concrete example, an American Bar Association (“A.B.A.”) Journal article recently profiled the question of whether LinkedIn “endorsements” violate attorney advertising rules.¹⁰ Numerous lawyers use LinkedIn as a social media platform

to network with potential clients and other professionals. A lawyer's LinkedIn connections can endorse the lawyer in his or her profile for certain experience or skills. The endorser, however, is not required to identify a verifiable basis for this endorsement. The endorsement thus may not accurately reflect the lawyer's experience or skills. A poll by the A.B.A. nevertheless found that nearly 70% of approximately 500 lawyers publicized their endorsements in their LinkedIn profile. The A.B.A. Journal article, however, found inconsistent expert views on whether a lawyer has an ethical duty to correct or delete inaccurate or misleading third-party LinkedIn endorsements.¹¹

To address the evolving nature of lawyer advertising in greater detail, some jurisdictions regulate lawyer advertising more robustly than the Rules of Professional Conduct do. For example, in a guideline that partially would address the preceding question about LinkedIn endorsements, Florida's ethics rules provide:

[A] lawyer is not responsible for information posted on the lawyer's page by a third party, unless the lawyer prompts the third party to post the information or the lawyer uses the third party to circumvent the lawyer advertising rules. If a third party posts information on the lawyer's page about the lawyer's services that does not comply with the lawyer advertising rules, the lawyer must remove the information from the lawyer's page. If the lawyer becomes aware that a third party has posted information about the lawyer's services on a page not controlled by the lawyer that does not comply with the lawyer advertising rules, the lawyer should ask the third party to remove the non-complying information. In such a situation, however, the lawyer is not responsible if the third party does not comply with the lawyer's request.¹²

Lawyers, therefore, must familiarize themselves with how every jurisdiction in which they practice regulates lawyer advertising.¹³ Lawyers should also acquaint themselves with the opportunities and challenges that current technology and media present to lawyers who want to create a public presence for their practice.¹⁴

In this vein, consider how this lawyer's marketing idea raised related ethical questions:

Example. Lawyer Catherine just opened a solo practice in which she specializes in defending DWI and related traffic offenses. To generate name recognition and business, Catherine would like to advertise through the daily deal website, Groupon,¹⁵ offering heavily discounted DWI defense package deals. Groupon would email this daily package deal to Groupon subscribers. For each person who purchases a DWI package deal from Catherine through the Groupon email, Groupon would receive 50% of Catherine's fee. May Catherine ethically use Groupon to advertise discounted DWI defense deals?

Analysis. Rule 7.2(a) authorizes Catherine to advertise to generate business and name recognition through online media, including through a web service that ultimately will communicate with potential clients by email.¹⁶ Rule 7.2(b) (1) further allows Catherine to "pay the reasonable costs of advertisements or communications permitted by this Rule." States, however, have split on the question of whether payments to daily deal websites like Groupon comport with this rule.¹⁷ AIA.B.A.m and Indiana, for instance, have found that Groupon's 50% take on each client fee is not a reasonable cost of advertising generally. Instead, Groupon's take compares to a for-profit referral system.¹⁸ By contrast, North Carolina has approved of marketing serves like Groupon, so "long as the percentage charged against the revenues generated is reasonable compensation for the advertising service."¹⁹ New York similarly has opined that the daily deal website does not refer individual clients to the lawyer. The daily deal website instead merely has relayed the lawyer's advertisement to a subscriber base in exchange for a fee.²⁰ South Carolina has reached the same conclusion.²¹ Because of this split in authority, Catherine should proceed cautiously

before advertising through Groupon or similar daily deal services until her jurisdiction has clarified its position on this marketing strategy.

In the modern online world, lawyer advertising is not always initiated by the lawyer. Rather, following other professional services, legal services now include a growing roster of websites where former clients, peers, and other individuals can review lawyers and their services. Examples include martindale.com, avvo.com, legalreviewz.com, linkedin.com, google.com, and yelp.com.²²

Evaluate whether this lawyer reacted properly to a negative client review:

Example. Lawyer Fred previously represented Client. Even though Fred worked diligently for Client, the case did not resolve to Client's satisfaction. Client promptly went to a lawyer review website and posted a review to Fred's profile: "Fred is a lousy lawyer. Got me a terrible result but made sure he still lined his pocket with my fee. If you want a greedy lawyer who doesn't know what he's doing, be sure to retain Fred." Fred was outraged at this wholly inaccurate review, and feared that it might undermine his hard-earned reputation. Fred registered with the review website under an anonymous email address, posing as his own former client, and posted a very positive review that directly refuted Client's review: "Client doesn't know what he's writing about—Fred was a great lawyer for me!" Fred added details about his strategy and results in the fake client's case to support this positive review. Did Fred violate the Rules of Professional Conduct when responding to Client's online review?

Analysis. Positive reviews on lawyer review sites greatly can burnish a lawyer's market presence. As a recent A.B.A. article on the subject reported, "earned media is always more effective than paid media; people just believe it more."²³ But, as Lawyer Fred's circumstance demonstrates, these online reviews may not necessarily flatter the lawyer or the lawyer's services. Furthermore, these online reviews can become permanent and easily accessible records that are posted and maintained by third parties whom the lawyer cannot control.²⁴

Lawyers who find themselves on the defensive with an online review may respond.²⁵ But since the lawyer's response communicates about the lawyer or the lawyer's services like any advertisement, the lawyer's response must adhere to the Rules of Professional Conduct. For example, the lawyer must ensure she or he takes responsibility for the response,²⁶ and the response must be truthful and not misleading.²⁷ Fred's response did not disclose his identity as the poster. Rather, Fred pretended to be one of his own clients and fabricated a positive client review. This communication thus likely violated the Rules of Professional Conduct.

Fred's response implicated other ethical rules, as online activity often can for lawyers. A lawyer, for example, must remain professionally loyal to the legal interests of former clients.²⁸ Therefore, a lawyer may not reveal confidential information that the lawyer acquired while representing a client, even after that relationship ends.²⁹ If Fred instead had attempted to refute Client's negative review by revealing confidential information from his representation of Client., that disclosure very likely would violate the Rules of Professional Conduct.³⁰ In addition, Fred's action of pretending to be a former client involved dishonesty and misrepresentation.³¹

Fred also should have been more strategic about *how* to respond to Client's review to avoid aggravating the negative impression created by the review. Avvo's own General Counsel, for example, has advised lawyers: "Done correctly, such a [response] communicates responsiveness, attention to feedback and strength of character ... a poorly-handled response to a negative review is much worse than no review at all. It makes you look thin-skinned and defensive."³² Lawyers further can prevent or limit some negative client reviews by screening clients more effectively, maintaining better communication with clients, pursuing correction or removal of an online review, or perhaps seeking nondisclosure agreements with clients.³³ In Fred's case, however, Fred's response likely violated the Rules of Professional Conduct, and also demonstrated poor professional judgment.

2. Referral Fees

The authorization to advertise in Rule 7.2(a) is followed by a prohibitory subsection in Rule 7.2(b). This Rule prohibits lawyers from giving anything of value in exchange for a recommendation, subject to three identified exceptions:

THE RULE

Rule 7.2

Advertising

- (b) Except as permitted by Rule 1.5(e), 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 services plan or a not-for-profit or qualified referral service. A qualified referral service is a lawyer referral service that has been approved by an appropriate regulatory authority; and
 - (3) pay for a law practice in accordance with Rule 1.17.

This subsection to Rule 7.2 recognizes that lawyer advertising is not limited to the commercial advertising that has become so familiar and ubiquitous. On the contrary, a very traditional and important type of "advertising" for lawyers is the client referral: when a client, another lawyer, another professional, or any other person recommends a specific lawyer to an individual seeking legal services.³⁴

Lawyer referrals carry a lot of market value. Lawyers in private practice routinely depend on client referrals to generate and maintain business, for a personal referral can influence client market choices much more than commercial advertising. The referring individual, moreover, understandably may perceive market value in the referral, particularly if the referral is based on professional goodwill that the referring individual has cultivated with the individual acting on the referral.

Client referrals, however, have proven rife with potential for abuse because of the *quid pro quo* that the market value of a referral often has incentivized: a referral

fee. As a reward for delivering business to a lawyer, a referral fee may take the form of a percentage of the lawyer's ultimate fee, a fixed amount of money, or any other thing of value. Yet, client referral fees ignore that "[c]lients are not commodities that can be purchased and sold at will."³⁵ And in the worst form, referral fees operate just like a kickback: the person referring the prospective client to a lawyer offers the referral to claim the referral fee from the lawyer, not to enhance the prospective client's market position in finding quality counsel. The referral fee thus not surprisingly can affect the referring individual's judgment about whether to refer someone to a particular lawyer. The referring individual even consciously or unconsciously may sell the lawyer beyond that lawyer's true quality because of the referring individual's subjective interest in the referral. Even worse, the prospective client may not know of the referral fee and instead will believe that he or she has been given objective advice about where to go for quality legal services.

Rule 7.2 nevertheless permits client referrals, if any recommendation remains truthful and not misleading and does not violate solicitation rules. But, to protect consumers from referral fee abuses, Rule 7.2(b) categorically prohibits referral fees, defined as "anything of value."³⁶ Notice that the referral fee ban does not depend on any context that demonstrates actual abuse—Rule 7.2(b) does not allow referral fees, for example, even when the referring individual's objectivity would not be seriously affected, when the client is informed of the referral fee, or when the referral fee involves minimal or non-pecuniary value. Rule 7.2(b) instead operates as a "prophylactic" legal rule: a rule that regulates an activity without regard to case-specific context because of the risk that individual circumstances would be too difficult to monitor or regulate to protect vulnerable interests effectively.³⁷ Therefore, the old adage, "No harm no foul," does not apply to Rule 7.2(b)'s referral fee ban.

The referral fee ban, however, applies only to "recommendations" of a lawyer. Recent 2012 amendments to Rule 7.2 clarify the definition of

“recommendation.” Generally, “[a] communication contains a recommendation if it endorses or vouches for a lawyer’s credentials, abilities, competence, character, or other professional qualities.”³⁶ In a more specific clarification responding to a growing marketing trend,³⁹ the Rules of Professional Conduct permit “a lawyer [to] pay others for generating client leads, such as Internet-based client leads, as long as the lead generator does not recommend the lawyer” and complies with other applicable ethics rules.⁴⁰ A lawyer thus “may not pay a lead generator that states, implies or creates a reasonable impression that it is recommending the lawyer, is making the referral without payment from the lawyer, or has analyzed a person’s legal problems when determining which lawyer should receive the referral.”⁴¹

Rule 7.2(b) does except three specific circumstances from the referral fee ban. One important exception allows lawyers to pay the costs of advertisements or communications permitted by Rule 7.2(a).⁴² Many jurisdictions also recognize an additional important exception that permits lawyers to enter into reciprocal referral agreements with other lawyers or non-lawyer professionals under two conditions: (1) the reciprocal referral agreement is not *exclusive*; and (2) the client is *informed* of the existence and nature of the agreement.⁴³ Some of these jurisdictions, however, limit this exception to reciprocal referral agreements with lawyers, prohibiting these agreements with non-lawyer professionals.⁴⁴ Outside of these specific exceptions, the only thing of value that lawyers may give or accept for a client referral is the goodwill that comes with a reliable recommendation of legal services.

Lawyers must distinguish a referral fee, which is impermissible, from a *split* fee between lawyers, which the Rules of Professional Conduct do permit. A referral fee compensates someone solely for recommending a lawyer. With a split fee, by contrast, two or more lawyers share in the fee that the client pays for *legal services*.⁴⁵ This fee sharing is permitted if the lawyers divide the fee proportionately based on the legal services performed or if the lawyers assume joint responsibility for the representation, and if the overall fee is reasonable and the client agrees in

writing.⁴⁶ A lawyer, however, must be careful not to “split” a client fee with any non-lawyers. To ensure that lawyers do not subordinate their professional loyalty and independent judgment to a non-lawyer’s financial interests in the representation, the Rules of Professional Conduct do not permit lawyers to share fees directly with non-lawyers.⁴⁷

Evaluate whether this lawyer crossed the line from creative business development to unethical payments for referrals:

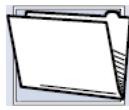
Example. Lawyer Amy hired Bradley, an ordained pastor, as a “paralegal” in her personal injury law office. Bradley’s primary duty was to find Amy new clients. Amy arranged for Bradley to be able to access the local hospital emergency room area to meet with accident victims and their families. In the emergency room, Bradley met with the accident victim and family dressed as a pastor, identified himself as a chaplain, and prayed with the victim and family before giving them Amy’s business card and suggesting that they call Amy for assistance. Amy paid Bradley a \$20,000 salary, but Bradley received “bonuses” that exceeded his yearly salary. In one case, when Amy won a \$3,000,000 verdict for a client whom Bradley steered to Amy, Amy gave Bradley a \$47,500 bonus. Amy claimed that the bonuses were not referral fees, but rather payments to Bradley for the personal services, companionship, and spiritual counseling that Bradley provided to injured victims and their families. Did Amy violate the Rules of Professional Conduct when paying “bonuses” to Bradley?

Analysis. This case shows how lawyer credibility can play a role in the Bar’s adjudication of disciplinary issues. If the Bar credits Amy’s explanation for her payment of bonuses to Bradley, she may not have violated the Rule —a lawyer is allowed to offer and pay for “law-related services” that extend beyond traditional legal representation by the lawyer.⁴⁸ But in context, the Bar very well might find Amy’s explanation incredible: the timing and amount of the bonuses suggest that Amy was paying Bradley a bonus, or more accurately a *bounty*, for new clients whom Bradley successfully referred to Amy for legal

services. This type of “runner” arrangement violated Rule 7.2(b).⁴⁹ Moreover, because Amy paid Bradley’s bonuses directly from client fees, the bonuses violated Rule 5.4(a)’s prohibition on fee sharing with non-lawyers.⁵⁰

Ethics rules like Rule 7.2(b) respond to the temptations of a competitive legal market, which can prompt some lawyers to pursue overly aggressive means of channeling business to themselves and away from competitors. Overall, however, Rule 7.2 invites lawyer advertising, not only to educate the public, but also to develop business.

Quick Summary



Rule 7.2 invites lawyers to market their services in a variety of media and formats to develop their business and client base. So long as the communications remain truthful and not misleading, and do not violate other ethics rules, the Rules of Professional Conduct leave advertising taste and effectiveness to the marketplace. Lawyers, however, may not extend this advertising authority, including the ability to pay for it, to giving any person anything of value in exchange for recommending the lawyer’s services. A lawyer therefore may pay others to deliver the lawyer’s communications about his or her legal services, self-congratulatory as those communications may be. But, the lawyer generally may not compensate others to compliment the lawyer’s services, except out of goodwill.

Test Your Knowledge



To assess your understanding of the material in this chapter, [click here](#) to take a quiz.

¹ DLRPC Rule 7.2, comment 1.

² *Id.*

³ *Id.*

⁴ DLRPC Rule 7.2, comment 3.

⁵ *Id.*

⁶ *See id.*

⁷ *See* DLRPC Rule 7.2(c). Lawyer advertising does raise ethical issues outside of Title 7 of the Rules of Professional Conduct. *See generally* *Lawyer Websites*, A.B.A. Formal Op’n 10–457 (2010). These issues will be addressed in other chapters of this textbook.

⁸ *See generally* William Hornsby, *Lawyer Advertising and Marketing Ethics Today: An Overview* (Jan. 23, 2013), available at <http://www.attorneyatwork.com/lawyer-advertising-and-marketing-ethics-today-an-overview/> (last visited February 17, 2014); Steven Seidenberg, *Seduced: For Lawyers, the Appeal of Social Media is Obvious. It’s Also Dangerous*, A.B.A. JOURNAL (Feb. 1, 2011).

⁹ *See* DLRPC Rule 7.3(a).

¹⁰ *See* Rachel M. Zahorsky, *Do LinkedIn Endorsements Violate Legal Ethics Rules?*, A.B.A. JOURNAL (May 21, 2013).

¹¹ *See id.*

¹² The Florida Bar Standing Committee on Advertising Guidelines for Networking Sites (Aug. 16, 2013).

¹³ *See* Hornsby, *Lawyer Advertising and Marketing Ethics Today*, *supra* note 8 (noting state-specific lawyer advertising ethics rules and opinions); *see also generally* Gillers, Simon & Perlman, *Regulation of Lawyers: Statutes and Standards*, at 472–478 (Wolters Kluwer concise ed. 2013). For a comprehensive compilation of state variations, *see* https://www.americanbar.org/content/dam/aba/administrative/professional_responsibility/state_advertising_and_solicitation_rules_differences_

¹⁴ For general guidance, *see e.g.*, Carolyn Elephant & Nichole Black, *Social Media for Lawyers: The Next Frontier* (A.B.A. ed. 2010); Simon Chester & Daniel Del Gobbo, *Social Media Networking for Lawyers: A Practical Guide to Facebook, LinkedIn, Twitter and Blogging*, A.B.A. LAW PRACTICE MAGAZINE (Jan.–Feb. 2012).

¹⁵ *See* groupon.com (last visited Feb. 18, 2014).

¹⁶ *See* DLRPC Rule 7.2, comments 1–3.

¹⁷ States also have considered whether these daily deal advertisements implicate other ethical rules, such as Rule 5.4(a)’s prohibition on fee-sharing with non-lawyers and a lawyer’s duty not to accept representation unless the lawyer can provide competent, diligent, and conflict-free representation. *See* Rules 1.1, 1.3, 1.7(a), and 1.16(a)(1). These considerations are addressed in other chapters of this textbook.

¹⁸ *See* A.B.A. Formal Op’n No. 2012–01 (2012); Indiana State Bar Assoc’n Op’n No. 1–2012 (2012).

¹⁹ North Carolina 2011 Formal Ethics Op’n 10 (2011).

²⁰ New York State Bar Assoc’n Op’n 897 (2011).

²¹ South Carolina Ethics Advisory Op’n 11–05 (2011).

²² *See generally* Laurel A. Rigertas, *How Do You Rate Your Lawyer?: Lawyers’ Responses to Online Reviews of Their Services*, 4 ST. MARY’S J. LEGAL MAL. & ETHICS 242 (2014).

²³ Stephanie Francis Ward, *Grade Anxiety*, 96 A.B.A. JOURNAL 48, 53 (Feb. 2010).

²⁴ *See id.* at 49 (quoting Avvo.com founder, that “Attorneys don’t control comments on their profiles, which is the beauty of it”).

²⁵ *See* DLRPC Rule 7.2(a); Rigertas, *How Do You Rate Your Lawyer?*, *supra* note 22.

²⁶ *See* DLRPC Rule 7.2(c).

²⁷ See DLRPC Rule 7.1.

²⁸ See generally DLRPC Rule 1.9, comment 1.

²⁹ See DLRPC Rules 1.6(a) and 1.9(c)(2).

³⁰ See generally Rigertas, *How Do You Rate Your Lawyer?*, *supra* note 22; see e.g., *In re Skinner*, 740 S.E.2d 171, 172–73 (Ga. 2013). Whether the client's online review may have invoked Fred's authority to disclose confidential information in self-defense under Rule 1.6(5) will be addressed in another chapter of this textbook. See Rigertas, *How Do You Rate Your Lawyer?*, *supra* note 22.

³¹ See DLRPC Rule 8.4(c).

³² Josh King, *Your Business: Someone Online Hates You*, *The Recorder* (Aug. 16, 2013).

³³ See Rigertas, *How Do You Rate Your Lawyer?*, *supra* note 22; Ward, *Grade Anxiety*, *supra* note 23 at 50.

³⁴ See generally Wendy Wen Yun Chang, *Must I Really Turn Down That Referral Fee?*, A.B.A. GPSolo Magazine (July-Aug. 2011).

³⁵ DLRPC Rule 1.17, comment 1.

³⁶ DLRPC Rule 7.2(b) is phrased as prohibiting lawyers from "giving anything of value to a person for recommending the lawyer's services." The rule thus would seem to regulate referral fees only on the receipt side of the transaction. This rule, however, also implicitly prohibits lawyers from accepting anything of value when a lawyer serves as the referring individual, because by accepting something of value in exchange for a referral, the lawyer knowingly assists another lawyer to violate the Model Rules. See DLRPC Rule 8.4(a) and comment 1.

³⁷ *Cf. Chavez v. Martinez*, 538 U.S. 760, 772–73 (2003) (explaining the prophylactic nature of the *Miranda* rule, which excludes some statements from trial that may not actually be coerced in violation of the Constitution); *City of Chicago v. Morales*, 527 U.S. 41, 73 (1998) (Scalia, J., dissenting) (observing that "[t]he citizens of Chicago were once free to drive about the city at whatever speed they wished. At some point Chicagoans (or perhaps Illinoisans) decided this would not do, and imposed prophylactic speed limits designed to assure safe operation by the average (or perhaps even subaverage) driver with the average (or perhaps even subaverage) vehicle").

³⁸ DLRPC Rule 7.2, comment 5.

³⁹ See generally Carolyn Elefant, *Are Pay Per Lead Services and Attorney Rating Sites on a Collision Course with Themselves?* (Dec. 3, 2012), available at <https://myshingle.com/2012/12/articles/marketing/are-pay-per-lead-services-and-attorney-ratings-sites-on-a-collision-course-with-themselves/> (last visited Feb. 17, 2014).

⁴⁰ *Id.*

⁴¹ *Id.*

⁴² See DLRPC Rule 7.2(b)(1).

⁴³ See American Bar Association Model Rules of Professional Conduct, Rule 7.2(b)(4) and comment 8.

⁴⁴ See e.g., Washington Rules of Professional Conduct, Rule 7.2(b)(4) and comment 9.

⁴⁵ See DLRPC Rule 1.5(e).

⁴⁶ See *id.*

⁴⁷ See DLRPC 5.4(a). DLRPC 5.4(a) implicates several other business and professional issues for lawyers, which are addressed in other chapters of this textbook.

⁴⁸ See DLRPC Rule 5.7; *cf. also* DLRPC 5.3 (explaining lawyers' ethical duties when supervising non-lawyer assistants).

⁴⁹ See Michelle LaBorde Ghatti, *The Gingerbread Man's Run Is Over! Permanent Disbarment Is Penalty for Using Runners*, 54 La. Bar J. 80, 81 (Aug.–Sept. 2006) (explaining that a "runner" is a person who directly contacts an individual who may have a specific legal need and recommends a specific attorney to that person in exchange for remuneration from the attorney if the client ultimately hires that attorney" [internal footnote omitted]).

⁵⁰ See *Florida Bar v. Bennett*, 897 So. 2d 1269 (Fla. 2005).