

OPINION REQUESTS FOR CONSIDERATION AT PRESENT

C.2. New Opn. Topics
05-12-23 Meeting
Open Session

Number	Requestor/ Date	Issue / Disposition
1	Attorney (09-26-22)	<p>Re: If a mechanism for allocating overhead charges in a written fee agreement is arbitrary, in that the mechanism is not rationally related to the actual overhead incurred by an attorney, is it unethical to include that mechanism in a fee agreement, even if the fee agreement is agreed to beforehand by a client?</p> <p>Status:</p> <p>Disposition:</p>
2	Attorney (10-03-22)	<p>Re: Can California lawyers aid out-of-state pregnant individuals with seeking abortion care in or involving states that permit abortion access?</p> <p>Status:</p> <p>Disposition:</p>
3	Attorney (01-26-23)	<p>Re: If Party A makes the submission that the arbitration cannot be completed in 4 hours, and if the arbitration panel agrees, and the other party (Party B) believes that the arbitration will not take longer than 4 hours to complete, and refuses to pay the compensation to the panel; has Party B failed to participate as required under the Rules and therefore is deprived of his right to arbitration? Or, alternatively, if Party A pays for the compensation of all arbitration panel members in order to proceed with the arbitration, does Party B's share of the compensation merely become part of the calculations for the Award? Does the panel have jurisdiction to make such an Award.</p> <p>Status:</p> <p>Disposition:</p>
4	Attorney (01-26-23)	<p>Re: What are the security risks of current AI technologies and can guidelines for AI developers be created to safeguard confidential information</p> <p>Status:</p> <p>Disposition:</p>
5	Attorney (4-3-23)	<p>Re: Is an attorney acting within ethical guidelines if he discloses information learned through the representation of a deceased client, a convicted murderer, in order to prevent the ongoing hard and wrongful execution of a death row inmate, whose conviction and death judgment resulted from a murder potentially committed by the deceased client and/or aided by her false testimony at his trial?</p> <p>Status:</p> <p>Disposition:</p>

OPINION REQUESTS FOR CONSIDERATION AT PRESENT

Number	Requestor/ Date	Issue / Disposition
6	Attorney (8-22-22)	<p>Re: Amendment to Rule 7.2 “Advertising” with bolded language:</p> <p>"This rule permits public dissemination of accurate information concerning a lawyer and the lawyer's services, including for example.....; .and other information that might invite the attention of those seeking legal assistance; when advertising or reporting results, cite client actual results net of fees and costs. This rule also prohibits the dissemination of false or misleading information, for example, an advertisement that sets forth a specific fee or range of fees for a particular service where, in fact, the lawyer charges or intends to charge a greater fee than that stated in the advertisement or, for example, that guarantees results.</p> <p>Status:</p> <p>Disposition:</p>
110	Out-of-State Attorney 08-09-21	<p>Re: What are the deportation attorney’s ethical duties in relation in admitting or denying the deportation allegations? Should the deportation attorney explain to the client the right to admit or deny? Where the deportation attorney waives the advisals, does not explain [to] the client the right to admit or deny, and admits everything, does the attorney acts [sic] unethically?</p> <p>Where the attorney waives, does not inform his client the right to challenge the alienage allegations, and waives the defense, doesn’t the attorney act unethically or ineffectively?</p> <p>Status: Hold for future consideration. 12-2-22</p> <p>Disposition:</p>
111	COPRAC	<p>Re: <i>People vs. Meredith</i>. What a defense lawyers obligations in respect to evidence in a case. Investigator took evidence, lawyer should turn it over and disclose where it was found. Criminal defense attorneys on how to investigate and the process of turning it over.</p> <p>Status: Hold for future consideration. 12-2-22</p> <p>Disposition:</p>
112 (AA)	Staff	<p>Re: How to handle mediation confidentiality (<i>Cassell</i> case)</p> <p>Status: Hold for future consideration. 12-2-22</p> <p>Disposition:</p>
113	CORPAC	<p>Re: Lawyers soliciting favorable online reviews from clients. Similar but a different context to 2019-199. Can you ask clients to post a favorable review</p>

OPINION REQUESTS FOR CONSIDERATION AT PRESENT

Number	Requestor/ Date	Issue / Disposition
		<p>for you and issues related to that?</p> <p>Status: Hold for future consideration. 12-2-22</p> <p>Disposition:</p>
100	COPRAC	<p>Re: Gifts to indigent clients</p> <p>Status: Hold for future consideration. 12-2-22</p> <p>Disposition:</p>
101	COPRAC	<p>Re: Office sharing with people not part of the law firm and the ethical implications involved.</p> <p>Status: Hold for future consideration. 12-2-22</p> <p>Disposition:</p>
102	COPRAC	<p>Re: Can a departing attorney take their work-product with them?</p> <p>Status: Hold for future consideration. 12-2-22</p> <p>Disposition:</p>

OPINION REQUESTS FOR CONSIDERATION AT PRESENT

Number	Requestor/ Date	Issue / Disposition
104	Attorney 02-28-18	<p>Re: Request an ethics opinion stating that the rule articulated in <i>Moeller v. Sup. Ct.</i> (1997) 16 Cal.4th 1124, may not be waived, that attorneys may not seek to impose its waiver, and that any attempted or purported waiver is invalid and unenforceable.</p> <p>Bank was acting as trustee and trust beneficiaries desired its removal. Bank agreed to resign as trustee in favor of beneficiaries nominated successor, but only on terms of a settlement agreement that Bank would prepare. The settlement agreement gave Bank a full release and covenant not to sue, which the beneficiaries signed. The agreement also contained provisions which required the beneficiaries and all interested persons to waive the rule of the <i>Moeller</i> case which held that the person who currently serves in the position of trustee is the holder of the attorney-client privilege (Evid. Code § 950 <i>et seq.</i>). Under this rule, a successor trustee can demand that a prior trustee turn over communications with its counsel because, upon succession, the prior trustee is no longer the holder of the privilege.</p> <p>Status: Hold for future consideration. 7-26-19</p> <p>Disposition:</p> <p>Andrew's Note: see also, <i>Morgan v. Superior Court</i> (2018) 23 Cal.App.5th 1026 – “trust provision stating trustee was free of any duty to disclose communications with legal counsel to successor trustee was void as against public policy; and former trustee was not entitled to withhold communications with trust’s former counsel on ground of attorney-client privilege.”</p>
106	COPRAC Request	<p>Re: If client comes to you but you have a conflict, can you refer the client to another lawyer without violating your duties?</p> <p>Status: Hold for future consideration. 6-2-17</p> <p>Disposition:</p>
109	COPRAC (12/02/22)	<p>Re: Scope of mediation privilege and what use can be made of information that only comes from mediation and other proceedings such as a State Bar Complaint.</p> <p>Status: Hold for future consideration. 12-2-22</p> <p>Disposition: ACCEPTED</p>

OPINION REQUESTS FOR CONSIDERATION AT PRESENT

Number	Requestor/ Date	Issue / Disposition
XXX	COPRAC (12/02/22)	Re: Status: Disposition:
XXX	COPRAC (12/02/22)	Re: Status: Disposition:

IN PROGRESS

Number	Requestor/ Date	Issue / Disposition
2	COPRAC	<p>Re: In light of the recent case of <i>Pech v. Morgan</i> (2021) 61 Cal.5th 841, Advisory 1993-02 really should be updated to include a discussion of the points where the <u>Pech</u> case makes some of the Advisory's advice "just a little off.</p> <p>Status:</p> <p>Disposition: In Progress (meeting date)</p>
3	Attorney 08-11-22	<p>Re: Whether a lawyer needs to put expert witness retainers and advance fees in the trust account</p> <p>Status:</p> <p>Disposition: In Progress (meeting date) move off of list</p>
105	Attorney 05-08-19	<p>Re: Lawyer is in-house counsel and negotiates his own employment, and writes them, which are written in a confusing manner and include a provision that extends his severance to 16 years. Is there a rule 1.8.1 obligation for in-house lawyers?</p> <p>Lawyer commits bad acts against his client, a company, for whom lawyer is acting as in-house counsel. Is Lawyer entitled to severance compensation under the employment agreement as a contract provision, as opposed to a disgorgement of attorney's fees for performing services in violation of the rules of professional conduct?</p> <p>See, <i>Chism v. Tri-State Construction</i> (Washington, 2016) – "Following a month-long jury trial, attorney Geoffrey Chism was awarded \$750,000 for breach of two compensation contracts by his former employer, Tri-State Construction, Inc., and exemplary damages for unlawful wage withholding. The trial court then dramatically reduced Chism's recovery, premised on findings that Chism violated Washington's Rules of Professional Conduct (RPCs) during his time as Tri-State's in-house general counsel. By ordering disgorgement of Chism's wages based on novel interpretations of several RPCs, the trial court exceeded the disciplinary authority delegated to it by our Supreme Court. Moreover, the trial court disregarded the strong legislative policy preference in favor of payment of earned wages by failing to even acknowledge that, unsupported by precedent, it was ordering disgorgement of an attorney's wages, as opposed to an attorney's fee. Accordingly, we reverse the trial court's challenged rulings and remand the cause for entry of judgment consistent with the jury's verdict."</p> <p>Status:</p>

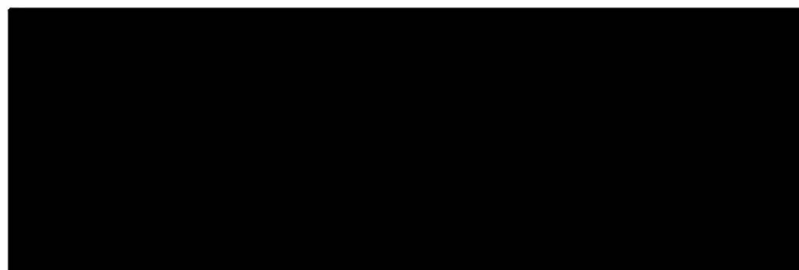
IN PROGRESS

Number	Requestor/ Date	Issue / Disposition
		Disposition at 7/26/2019 meeting: In Progress (21-0003) remove
103	Attorney 07-08-19	<p>Re: An opinion on Bitcoin, Libra, or other cryptocurrencies. Some of the issues include: when does the value of the Bitcoin set? Who keeps the gain if it shoots up in a week? Can a lawyer take it and hold it and put his own cash in the trust account to ride the Bitcoin tide?</p> <p>Status:</p> <p>Disposition at 7/26/2017 meeting: In Progress (meeting date) remove</p>

DECLINE TO OPINE

Number	Requestor/ Date	Issue / Disposition
##	Attorney (Name) Date	Re: Status: Disposition at 7/26/19 meeting: DECLINE TO OPINE
107	Attorney (9/26/22)	Re: If a mechanism for allocating overhead charges in a written fee agreement is not related to the overhead incurred by the attorney, is it unethical to include it in the fee agreement even if the agreement is approved by the client. Status: Disposition: Remove

September 26, 2022



Re: Request for Formal Ethics Opinion



I would like a formal opinion from the State Bar to address the following question:

If a mechanism for allocating overhead charges in a written fee agreement is arbitrary, in that the mechanism is not rationally related to the actual overhead incurred by the attorney, is it unethical to include that mechanism in a fee agreement, even if the fee agreement is agreed to beforehand by a client?

For example, is it permissible to use the following language in a fee agreement:

"Standard Overhead Charge" – In addition to costs set forth above, your invoice will also include a six percent (6%) standard overhead charge calculated at 6% of fees billed per invoice. This charge is for the following: faxes (domestic and international), copying, postage, telephone (excluding conference calls of three or more parties), and technology support.

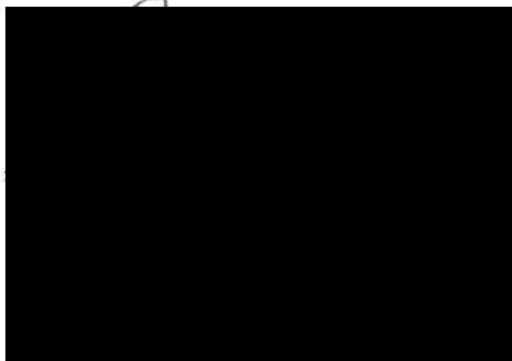
My concern is that overhead costs for the items described are not logically related to the "fees billed" since two clients would get different overhead charges for identical work, if the sole difference between their engagements was that they were handled by attorneys with different billing rates per hour.

Several state bar associations have formal opinions indirectly related to this issue and those opinions have primarily relied on MRPC 1.5(a), which prohibits a lawyer from entering into an agreement for, charging, or collecting an illegal or clearly excessive fee.

Those formal opinions also typically reference ABA Op 93-379 which states that, regarding "in-house services," a lawyer should charge only the direct costs associated plus a reasonable allocation of overhead expenses directly associated (i.e. a proportion of the salary of the photocopy machine operator). In the absence of a specific agreement to the contrary, it would be improper for a lawyer to "mark up" such charges beyond the actual costs incurred.

With respect to the California Rules of Professional Conduct, I reviewed Rule of Professional Conduct 4-200(A) which prohibits a lawyer from entering into an agreement for, or charging or collecting an illegal or unconscionable fee. While Rule 4-200(B) sets forth 11 factors to be considered in determining the conscionability of a fee, it is unclear to me how the rule would be applied to overhead charges that appear to be arbitrary, such as described in the sample provision above.

This situation is particularly problematic since most of our clients actually review the fee agreement and consent to it with the "Standard Overhead Charge" clause. That said, clients question us about whether that clause is "fair" once the overhead charges appear on a client invoice in a material amount.



3 OCTOBER 2022

We, the [REDACTED]
sponsored and directed by [REDACTED]
[REDACTED], are seeking an advisory
opinion (on shortened time) so that California lawyers can aid
out-of-state pregnant individuals with seeking abortion care in
or involving states which permit abortion access.

In the aftermath of the U.S. Supreme Court's June 24, 2022
opinion, *Dobbs v. Jackson Women's Health Organization*, 597
U.S. ___, 142 S. Ct. 2228 (2022), and *Whole Women's Health v.
Jackson*, 594 U.S. ___, 141 S. Ct. 2228 (2021) (S.B. 8 litigation),
in which the U.S. Supreme Court allowed a Texas law to stand
effectively banning abortion by permitting private causes of
action against people assisting residents of Texas with seeking
abortion care, we ask that the State Bar issue the following
advisory opinion:

*As a result of and in response to the U.S. Supreme Court cases
Dobbs v. Jackson Women's Health Organization and Whole
Women's Health v. Jackson (S.B. 8 litigation), a California lawyer*

who engages in conduct that is legal in California, specifically that of seeking an abortion, or facilitating or aiding and abetting a person seeking abortion care or other reproductive health care access to secure that care, in a state where that care is legal, whether or not that facilitation or care is legal or authorized in another state, the California attorney will not face discipline (original or reciprocal) from the California Bar. Aiding a person who seeks abortion care is not considered an act of moral turpitude, nor does it affect the lawyer's fitness to practice law.

RATIONALE FOR THE REQUEST:

(i) California Lawyers

California Model Rule 1.2.1(a) states that:

A lawyer shall not counsel a client to engage, or assist a client in conduct that the lawyer knows is criminal, fraudulent, or a violation of any law, rule, or ruling of a tribunal.

California Model Rule 8.4(b) which states that:

It is professional misconduct for a lawyer to: (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects;

California Model Rule 8.2 Comment [4] which states that:

A lawyer may be disciplined under Business and Professions Code section 6106 for acts involving moral turpitude, dishonesty, or corruption, whether intentional, reckless, or grossly negligent.

The above opinion contemplates these six scenarios:

1. An attorney who is a member of the California Bar is domiciled in a restrictive state, such as Texas, working in an in-house counsel position at a national company, and helps a woman travel to another state to seek abortion care. Absent this opinion, the attorney would be subject

to discipline by the California bar for breaking a Texas law (due to choice of law).

2. An attorney who is a member of the California Bar in California has a client domiciled in a restrictive state such as Texas, who has retained the attorney on another matter. Through privileged or non-privileged communications, the attorney learns the client needs abortion care and helps the client in that pursuit.
3. An attorney who is a member of the California Bar helps a non-client domiciled in a restrictive state such as Texas seek an abortion in California (or another more protective state) in violation of state law.
4. An attorney who is a member of the California Bar engages in digital communications with a client or non-client in a restrictive state, such as Texas, in furtherance of seeking abortion care.
5. An attorney who is a member of the California Bar is disciplined by the Bar of another state due to violating anti-aiding and abetting statutes in a restrictive state.
6. An attorney who is a member of the California Bar represents a corporation or entity with employees in a restrictive state such as Texas and provides legal advice regarding his/her/their client's intention to provide health care benefits to those employees that include abortion care and/or funds to facilitate travel to procure abortion care.

We look forward to your formal opinion on this matter.

Sincerely,

[REDACTED]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name

Local Bar Association Affiliation

Email Address

Phone Number

If your request is related to an existing State Bar of California Rule on Mandatory Fee Arbitration, please select the rule from the drop down below:

Rule 3.501 Right to arbitration of fee disputes

Provide a clear statement of hypothetical facts posing the issue for the Committee to analyze.

Dear Sirs,

My issue arises out of one of the parties to an attorney fee arbitration not wanting to pay his share of compensation to the Arbitration panel.

If Party A makes the submission that the arbitration cannot be completed in 4 hours, and if the arbitration panel agrees, and the other party (Party B) believes that the arbitration will not take longer than 4 hours to complete, and refuses to pay the compensation to the panel; has Party B failed to participate as required under the Rules and therefore is deprived of his right to arbitration?

Or, alternatively, if Party A pays for the compensation of all arbitration panel members in order to proceed with the arbitration, does Party B's share of the compensation merely become part of the calculations for the Award? Does the panel have jurisdiction to make such an Award.

Thank you for your assistance.



[REDACTED]

[REDACTED]

March 13, 2023

[REDACTED]

[REDACTED]

Re: Request for Formal Ethics Opinion
In re Doolin, Fresno Nos. 19CRWR684930, 19CRWR684931
Cal. Sup. Ct. Nos. S234285, S054489, S197391 (death penalty)

[REDACTED]

I am under appointment by the [REDACTED] to represent [REDACTED] a death row inmate, in the above-referenced matter. Co-counsel is [REDACTED]. We are presently in active habeas corpus litigation before the [REDACTED] on various issues, including innocence.

The [REDACTED] has ordered that we seek an advisory opinion from the State Bar on a contested issue in the case. (See attached Order, at p. 2.) The matter concerns an attorney's ongoing duty of confidentiality to a deceased client versus his desire to disclose information learned through that representation that may prevent the wrongful execution of a death row inmate.

Under Rule 1.6(b) of the California Rules of Professional Conduct and Business and Professions Code section 6068(e)(2), an attorney may disclose information learned through his representation if it "is necessary to prevent a criminal act that the lawyer reasonably believes is likely to result in death of, or substantial bodily harm to, an individual." Furthermore, the Comment section on Rule 1.6 provides: "Although a lawyer is not permitted to reveal information protected by section 6068, subdivision (e)(1) concerning a client's past, completed criminal acts, the policy favoring the preservation of human life that underlies this exception to the duty of confidentiality and the evidentiary privilege permits disclosure to prevent a future or ongoing criminal act." (Cal. Rules of Prof. Conduct, Rule 1.6, Comment 3 "Narrow exception to duty of confidentiality under this rule.") Thus, the relevant hypothetical is:

Is an attorney acting within ethical guidelines if he discloses information learned through the representation of a deceased client, a convicted murderer, in order to prevent the ongoing harm and wrongful execution of a death row inmate, whose conviction and death judgment resulted from a murder potentially committed by the deceased client and/or aided by her false testimony at his trial?

Your advice is appreciated.

Yours very truly,
[REDACTED]

Enclosure: Order, *In re Doolin*, Feb. 21, 2023

[REDACTED]

FILED

FEB 21 2023

FRESNO COUNTY SUPERIOR COURT
By _____ DEPUTY

1
2
3
4
5
6 In re _____)
7 _____)
8 Petitioner,)
9 On Habeas Corpus)
10)
11)

ORDER TO PROVIDE RECORD AND
SUPPLEMENTAL BRIEFING

12 On _____ this court issued an order requesting
13 that habeas counsel provide electronic files of the complete
14 record from the automatic appeal in _____
15 _____, including both the reporter's and clerk's
16 transcripts, if electronic records were available. In the same
17 order, the court requested that habeas counsel provide the record
18 of any and all motions and/or rulings filed in the habeas
19 proceedings in the California Supreme Court prior to the transfer
20 of the petitions to this court. As of the date of this order, the
21 court can find no record of any response to the court's request.

22 Because resolution of the present petitions will require a
23 review of the arguments and evidence presented on appeal in
24 petitioner's first habeas proceeding in the California Supreme
25 Court, the court hereby directs habeas counsel to provide the
26 court with both the complete appellate record from petitioner's
27 automatic appeal and the record of petitioner's first habeas
28 proceeding in the California Supreme Court within 45 days of the
date of this order.

1 Finally, the court previously requested supplemental briefing
2 regarding whether newly discovered evidence demonstrated that
3 petitioner was innocent of the murder of [REDACTED]. In part,
4 the court requested that the parties address whether the attorney-
5 client privilege currently prevented attorney [REDACTED] from
6 disclosing potentially exonerating evidence obtained from his
7 deceased former client. In addition, the court directed the
8 parties to address whether any other exception and/or waiver of
9 the attorney-client privilege applied.

10 In supplemental briefing, the parties appear to agree that
11 the attorney-client privilege does not prevent disclosure but they
12 dispute whether a duty of confidentiality prevents [REDACTED]
13 from disclosing information from his deceased client.

14 Members of the California State Bar may submit requests for
15 formal and informal written ethics opinions to the State Bar's
16 Standing Committee on Professional Responsibility and Conduct.



17 (See [https://www.calbar.ca.gov/Attorneys/Conduct-](https://www.calbar.ca.gov/Attorneys/Conduct-Discipline/Ethics/Committees/COPRAC)
18 [Discipline/Ethics/Committees/COPRAC.](https://www.calbar.ca.gov/Attorneys/Conduct-Discipline/Ethics/Committees/COPRAC)) In addition to providing
19 the previously requested record, the court directs habeas counsel
20 to consult with the California State Bar to obtain a formal ethics
21 opinion addressing whether [REDACTED] can ethically divulge the
22 communications at issue. At the time of the filing of the
23 previously requested record, habeas counsel shall provide the
24 court with supplemental briefing addressing progress in obtaining
25 the formal ethics opinion and an anticipated timeframe as to when
26 an ethics opinion may be available for this court's review.

27 //

28 //

1 On the court's own motion, time to rule on the present
2 petitions is deferred pending receipt and review of the
3 supplemental briefing and the complete record previously
4 requested. (Cal. Rules of Court, rule 4.573.)

5 DATED this 21st day of February, 2023.
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



<div data-bbox="175 92 1015 256" style="background-color: black; width: 517px; height: 78px;"></div>	<div data-bbox="1084 92 1333 121" style="font-size: small;">FOR COURT USE ONLY</div> <div data-bbox="1138 92 1511 197" style="font-size: 2em; font-weight: bold;">FILED</div> <div data-bbox="1230 205 1421 247" style="font-weight: bold;">FEB 21 2023</div> <div data-bbox="1154 275 1502 346" style="border-top: 1px solid black; padding-top: 2px;">By [REDACTED] DEPUTY</div>
<div data-bbox="103 264 440 327" style="background-color: black; width: 207px; height: 30px;"></div>	
CLERK'S CERTIFICATE OF MAILING	<div data-bbox="1076 373 1507 445" style="background-color: black; width: 265px; height: 34px;"></div>

I certify that I am not a party to this cause and that a true copy of the **Order To Provide Record And Supplemental Briefing** was placed in a sealed envelope and:

- ☐ Deposited with the United States Postal Service, mailed first class, postage fully prepaid, addressed as shown below.
- ☒ Placed for collection and mailing on the date and at the place shown below following our ordinary business practice. I am readily familiar with this court's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service with postage fully prepaid.

<div data-bbox="73 751 701 873" style="background-color: black; width: 387px; height: 58px;"></div>	on:	<div data-bbox="865 772 1583 894" style="background-color: black; width: 442px; height: 58px;"></div>
	Clerk, by	
<div data-bbox="105 953 673 1083" style="background-color: black; width: 350px; height: 62px;"></div>		<div data-bbox="889 953 1221 1050" style="background-color: black; width: 204px; height: 46px;"></div>
<div data-bbox="97 1209 555 1369" style="background-color: black; width: 282px; height: 76px;"></div>		<div data-bbox="862 1199 1310 1360" style="background-color: black; width: 276px; height: 77px;"></div>

☐ Clerk's Certificate of Mailing Additional Address Page Attached



Subject: Regarding Use of AI and the Legal Profession

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

I am an attorney and technology enthusiast, and I reaching out because I am concerned about the rapid development of artificial intelligence and the potential for issues that may harm the legal profession, based on widespread misunderstanding of the technology.


In particular, AI tools such as ChatGPT have garnered considerable attention recently--becoming one of the fastest growing technologies in history. Additionally, Microsoft has announced the rolling out of AI tools using similar algorithms that would be compatible with Microsoft Outlook and Microsoft Word.

Yet there are very few guardrails as of today that would protect confidentiality, as required to meet our obligations as a profession. In fact, recent studies have shown that after a series of prompts by users of ChatGPT that it is possible to--without even knowing how to code--convince the AI tool to provide confidential information entered by other users. This is because currently available AI tools consolidate information from all users, and add it to a collective database that all future users can potentially access.

Accordingly, I would request that the California State Bar take steps to inform the members of our profession of the security risks of current AI technologies, and to request feedback from the members of the state bar in the creation of guidelines for AI developers to develop technologies that are approved for use by members of the legal profession, that would safeguard confidential information.

Thank you and best regards,





Thank you for providing me the redacted/ amended proposed Rule 7.2 on Advertising proposed for the Rule of Professional Conduct.

The proposed rule pending amendment still appears lacking.
This recommends inclusion of the following.

This hereby submits the following Public Comment for COPRAC.

Public Comment

Amendment to Rule 7.2 "Advertising"

"Comment Section"

Amended "Item [1]" **(Additions in Bold)**

"This rule permits public dissemination of accurate information concerning a lawyer and the lawyer's services, including for example.....; .and other information that might invite the attention of those seeking legal assistance; **when advertising or reporting results, cite client actual results net of fees and costs. This rule also prohibits** the dissemination of false or misleading information, for example, an advertisement that sets forth a specific fee or range of fees for a particular service where, in fact, the lawyer charges or intends to charge a greater fee than that stated in the advertisement **or, for example, that guarantees results.**

Discussion

The exhibits supporting the amending the Rule provided this committee exemplifying multiple high profile law firm advertisements supporting the necessity for including the above provisions. The advertising examples evidence attorneys soliciting employment advertising gross and inflated client recoveries and going so far as guaranteeing "twice the results for half the cost".

Respectfully Submitted

-----Original Message-----