# Nuts and Bolts of Ethics

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## 1. How to Stay Out of Trouble

1. If it isn't true, don't say it.

2. If it doesn't feel right, don't do it.

3. Return your phone messages, and your emails, the same day if possible.

## 2. When does representation commence?

When does the attorney/client relationship commence? The answer to this question is of paramount importance because it is at the commencement of the attorney/client relationship that professional obligations and duties are imposed on the lawyer. In ***Bartholomew v. Bartholomew,*** 611 So. 2d 85 (Fla. 2nd DCA 1992), the Court recognized that "the test for determining the existence of this fiduciary relationship is a subjective one and hinges upon the client's belief that he is consulting a lawyer in that capacity and his manifested intention is to seek professional legal advice." ***Id.*** at 86. The Court did further state that "this subjective belief must . . . be a reasonable one." Thus the "subjective belief test" must be a reasonable one and is only applied *after* a client consults with an attorney, and that only *following a consultation,* it is the belief of the client, and not the lawyer's actions, that determines whether a lawyer-client relationship has developed.

Whether a client has paid the attorney for the services rendered (or to be rendered) is irrelevant to the issue of whether the attorney/client relationship has been established. Whether or not law firms have been technically retained or their fees paid is *not* determinative of whether the relationship began. The key issue is whether the law firms provided any form of legal service to/for the client. In ***Florida Bar v. King,*** 664 So. 2d 925 (Fla. 1995) the Supreme Court stated "if a fee were required to establish an attorney-client relationship, a lawyer could never perform work pro bono for a client." *Id.* at 927.

Prospective Client.

SCENARIO - An attorney receives a telephone call from a person who is interested in the possibility of forming a client-lawyer relationship. Is that person a client? Does the attorney have any duties to that person?

ANSWER - **MAYBE!** Rule 4-1.18 Duties to Prospective Client, effective May 22, 2006, and as last amended on May 21, 2015, provides:

a. **Prospective Client**. A person who discusses with a lawyer the possibility of forming a client-lawyer relationship with respect to a matter is a prospective client. *RPC* 4-1.18(a)

b. **Confidentiality of Information.** Even when no client-lawyer relationship ensues, a lawyer who has had discussions with a prospective client shall not use or reveal information learned in the consultation, except as rule 4-1.9 would permit with respect to information of a former client.

c. **Subsequent Representation**. A lawyer subject to subdivision (b) shall not represent a client with interests materially adverse to those of a prospective client in the same or a substantially related matter if the lawyer received information from the prospective client that could be used to the disadvantage of that person in the matter, except as provided in subdivision (d). If a lawyer is disqualified from representation under this rule, no lawyer in a firm with which that lawyer is associated may knowingly undertake or continue representation in such a matter, except as provided in subdivision (d).

d. **Permissible Representation.** When the lawyer has received disqualifying information as defined in subdivision (c), representation is permissible if:

(1) both the affected client and the prospective client have informed consent, confirmed in writing; or;

(2) the lawyer who received the information took reasonable measures to avoid exposure to more disqualifying information that was reasonably necessary to determine whether to represent the prospective client; and

(A) the disqualified lawyer is timely screened from any participation in the matter and is apportioned no part of the fee therefrom; and

(B) written notice is promptly given to the prospective client.

Note: The determination as to whether the attorney/client relationship exists requires an evidentiary hearing:

1. Evidentiary hearing was required to determine whether there is a dispute as to whether law firm represented petitioner in a matter that is substantially related to the instant case. ***Simon DeBartolo Group, Inc. vs. Bratley,* 741 So. 2d 1254 (Fla. 1st DCA 1999)**

2. Evidentiary hearing was required to determine whether meeting between plaintiff's counsel and defendants' representatives was a "job interview" which concerned only the lawyer's abilities to serve as their counsel in upcoming litigation, which would not require disqualification, or also included a discussion of legal matters involved in case, resulting in attorney-client relationship and thus an irrefutable presumption that confidences were disclosed, which would require disqualification. ***Boca Investors Group, Inc. vs. Potash, et al.,* 728 So. 2d 825 (Fla. 3d DCA 1999).**

Some comments to the Rule are instructive:

Comment

Prospective clients, like clients, may disclose information to a lawyer, place documents or other property in the lawyer's custody, or rely on the lawyer's advice. A lawyer's discussions with a prospective client usually are limited in time and depth and leave both the prospective client and the lawyer free (and the lawyer sometimes required) to proceed no further. Hence, prospective client should receive some but not all of the protection afforded clients.

A person becomes a prospective client by consulting with a lawyer about the possibility of forming a client-lawyer relationship with respect to a matter. Whether communications including written, oral, or electronic communications, constitute a consultation depends on the circumstances. For example, a consultation is likely to have occurred if a lawyer, either in person or though the lawyer's advertising in any medium, specifically requests or invites the submission of information about a potential representation without clear and reasonably understandable warnings and cautionary statements that limit the lawyer's obligations, and a person provides information in response. In contrast, a consultation does not occur if a person provides information to a lawyers in response to advertising that merely describes the lawyer's education, experience areas of practice, and contact information, or provides legal information of general interest. A person who communicates information unilaterally to

a lawyer, without any reasonable expectation that the lawyer is willing to discuss the possibility of forming a client-lawyer relationship, is not a "prospective client" within the meaning of subdivision (a).

## 3. Representing Both Sides

At some point in the career of virtually every Family Law Practitioner, a client will appear and state "my spouse does not want to hire a lawyer and wants you to represent us both. It's O.K. with me because we've practically worked everything out. You just need to draw up the agreement". **DON'T DO IT!** Here's why:

1. A lawyer may not ignore the existence of potential conflicts of interest not apparent to his client.

2. Conflicts of interest may be as subtle as " compromising influences or "discordant interests;" yet same may not be ignored by the lawyer.

3. A lawyer may not undertake the representation of clients recognizing the "possibility" that the lawyer's judgment may be impaired or that the lawyer's loyalty may be divided.

4. A lawyer may not both arbitrate and advocate in the same proceeding. The mere possibility of the latter role precludes the undertaking of the former role.

*See* Opinion 71-45 (REC), Professional Ethics of the Florida Bar.

## 4. Attendance at Client Conferences by Friends or Family of Client - Waiver of Attorney – Client Privilege?? Maybe...

Often a client will bring a friend or family member to the initial conference or a subsequent meeting with the attorney. While this person may provide emotional support for client, his or her presence at the conference *may* destroy the attorney/client privilege. Traditionally, privilege attaches only to confidential communications not intended to be disclosed to third persons who are not furthering rendition of legal services. Florida Statutes §90.502 (2015) codifies the common law doctrine that privilege attaches to confidential communications between attorneys and clients. Furthermore, whether a communication is confidential depends on whether the person invoking the privilege knew or should have known that the privileged conversation was being overheard. *See* ***Mobley v. State***, 409 So. 2d 1031 (Fla. 1982). While the presence of an associate, paralegal, staff member of the attorney or other person working with the attorney on the case will not destroy the attorney/client privilege, caselaw suggests that the presence of any third party, not rendering legal services, would destroy the attorney/client privilege. ***VisualScene, Inc. v. Pilkington Bros.***, 508 So. 2d 437 (Fla. 3d DCA 1987). Furthermore, sending third parties confidential emails between a client and an attorney can destroy the attorney/client privilege. See ***US v. Stewart***, 287 F.

Supp. 2d 461 (S.D.N.Y. 2003) (Martha Stewart waived the attorney/client privilege by sender her daughter a copy of an e-mail earlier sent to her attorney, giving details regarding the sale of stock which was central to fraud charge).

While, traditionally, the presence of any third parties not rendering legal services would destroy the attorney/client privilege, Florida Statute §90.502(1)(c)(2) also allows for the presence of those reasonably necessary for the transmission of the communication. The attorney/client privilege is not destroyed by the presence of a third party who is reasonably necessary for the transmission of the communications and if the communications were intended to remain confidential as to other third parties. The trial court, when evaluating whether attorney/client privilege continues despite the presence of third parties, must make a factual determination whether the communications with counsel in the presence of the third party were intended to remain confidential as to other third parties and whether the third party's presence was reasonably necessary for the transmission of the communications. *See* ***RC/PB, INC., v. Ritz-Carlton Hotel Co., L.L.C.***, 132 So.3d 325 (Fla. 4th DCA 2014) (an *in camera* inspection needed before trial court could order production of documents asserted to fall under attorney/client privilege). Recent caselaw suggests that the presence of a close friend or family member does not, in and of itself, waive the attorney-client privilege if their presence was reasonably necessary for the transmission of the communications. ***Witte v. Witte***, 126 So.3d 1076 (Fla. 4th DCA 2012). The next question, which has yet to have been answered by our courts, is what constitutes presence that is reasonably necessary for the transmission of communications.

## 5. Informed Consent

"Informed consent" denotes the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct. Many of the Rules of Professional Conduct require the lawyer to obtain the informed consent of a client or other person before accepting or continuing representation or pursuing a course of conduct. See, e.g., rules 4-1.2(c), 4-1.6(a), 4-1.7(b), and 4-1.18. The lawyer must make reasonable efforts to ensure that the client possesses information reasonably adequate to make an informed decision. This will require communication that includes a disclosure of the facts and circumstances giving rise to the situation, any explanation reasonably necessary to inform he client of the material advantages and disadvantages of the proposed course of conduct and a discussion of the client's or other person's options and alternatives. A lawyer need not inform a client or other person of facts or implications already know to the client; nevertheless, a lawyer who does not personally inform the client assumes the risk that the client is inadequately informed and the consent is invalid.

Obtaining informed consent usually requires an affirmative response by the client or other person. In general, a lawyer may not assume consent from a client's silence. Consent may be inferred, however, from the conduct of a client who has reasonably adequate information

about the matter. A number of rules state that a person's consent be confirmed in writing. See, e.g. rule 4-1.7(b) and rule 4-1.8(a). If it is not feasible to obtain or transmit a written confirmation at the time the client gives informed consent, then the lawyer must obtain or transmit it within a reasonable time. If a lawyer has obtained a client's informed consent, the lawyer may act in reliance on that consent so long as it is confirmed in writing within a reasonable time.

## 6. Attorney's Fees

Keeping your fee agreement ethical begins before you take the client. Under current law, the old rules of hourly rate multiplied times hours reasonably expended still apply, technically. But especially in family law cases, appellate courts are scrutinizing the size of the fee in relation to the size of the issues involved, and the trend of calling out and criticizing lawyers in family cases suggests that we might have to start rethinking the way in which we calculate our fees and communicate them to our clients. Some lawyers do not like to contemplate this. But if there are alternatives that would ensure that we get paid and satisfy our client's needs, it seems like we should at least be having the conversation. With that in mind, here are our "Seven Commandments" for writing an ethical fee agreement in a family law matter.

1. Do Not Take a Case in Which You Will Not be Able to Justify Your Fee. It is unethical to accept a case wherein the magnitude of the matter, the complexity of the issues or the specific needs of the potential client do not require the expertise of a lawyer charging your hourly rate. Rule 4-1.5 (a) prohibits a lawyer from charging a "clearly excessive" fee[1], and sets forth detailed standards for determining what is "clearly excessive." As lawyers who practice family law know, this is not an easy calculation, but is one that we must be aware of. Under 4-1.5(d) a contract to pay a fee that is "clearly excessive" is not enforceable.

2. Fee Agreements Are Not Set in Stone. The corollary to the preceding rule is that in most family cases, where attorney's fees are based upon an hourly rate times hours expended, the determination of a reasonable fee is dynamic, not static. Having gotten yourself into a case wherein the magnitude of the fee is starting to look "clearly excessive," by the standards set forth in Rule 4-1.5(a), you should consider ways to modify the fee agreement so that both you and your client can live with it. The comment to the Rule states that "[a] lawyer should, where appropriate, discuss alternative billing methods with a client. When developments occur during the representation that render an earlier estimate substantially inaccurate, a revised estimate should be provided to the client. In practice, not many family lawyers provide estimates because of the difficulty of making an accurate one. And it is true that hours reasonably expended will vary dramatically with the

[1] The ABA Model Rule 1.5 uses the term "unreasonable fee" rather than "clearly excessive" as provided in the Florida Rules.

personalities and behavior of the parties, whether discovery is efficiently made, and whether the parties are able to settle or trial is required. If you give no estimate, you have no ethical duty to update it. However, you should monitor whether, in your mind, the size of the fee has become clearly excessive, and be prepared to make changes should that occur.

3. Put Your Fee Agreement in Writing. It is unethical to fail to communicate clearly with your client about how your fee will be determined, and the best way to ensure that you have communicated clearly is to put it in writing. While technically, Rule 4-1.5(e) says that fee agreements should "preferably" be in writing, there is no good reason to have an oral fee agreement in a family law case. On the rare occasion when the formalities of a written agreement are not possible prior to commencing representation, any oral agreement should be reduced to writing as soon as possible. A non-refundable retainer, sometimes called a "minimum fee" MUST be in writing.

4. Have Your Client Sign the Fee Agreement. The comment to Rule 4-1.5(e) notes that it is not necessary to have the fee agreement signed by the client. In keeping with the discussion above, even if our ethical rules do not require it, prudence and good judgment say, 'do it anyway." There is no better way to document that your client has read the agreement, than to have him sign acknowledging that he has done so. And there is no "down" side. If nothing else, it conveys to the client the seriousness of the obligation.

5. Contingency Fees Are (mostly) Not Permitted in Family Law Matters. Rule 4-1.5(f)(3) provides: "A lawyer shall not enter into an arrangement for, charge or collect: (A) any fee in a domestic relations matter, the payment or amount of which is contingent upon the securing of a divorce or upon the amount of alimony or support, or property settlement in lieu thereof . . . ." The "mostly" referenced above derives from the comment to the Rule, which states that contingency fees are permitted to collect "post-judgment balances due under support, alimony or other financial orders because such contracts do not implicate the same policy concerns."

6. Client Confidentiality is Complicated in the Computer Age. Rule 4-1.6(a) limits a lawyer's ability to "reveal" information relating to representation without a client's informed consent, except in limited circumstances. That used to mean no discussion of files with anyone outside the office, no files lying open in shared office space, and no gossip about clients around the community water cooler. But what does it mean to "reveal" information in the era of e-mail, digital record-keeping, and cloud computing? We know that most of these technologies have passwords, encryption and other systems to maintain as much confidentiality as possible. But given the limits of those systems, is our client information as secure as the Ethical Rules require? The answer is, probably not. And that leads to the need for certain practices to be the subject of informed consent in the fee agreement. Depending upon the systems in place in your office, consider whether the following terms should be expressed in your fee agreement:

i. Explicit client consent to receive and respond to communications from your office via a private, secure (ie not accessible to the spouse) email address and confirmation of the exact email address to which you are authorized to communicate. If certain types of communication (ie bills) are requested through the mail or in paper form, that fact should be explicitly set forth. Communication with your client through his or her work e-mail address, which may be the property of the employer, should be discouraged unless your client is self-employed and therefore *is* the employer.

ii. Explicit client consent to the destruction of paper originals as part of a paperless or paper-less practice in which you scan and destroy some documents that come into your office in paper form. One option is to disclose that you only maintain digital files and offer to mail the originals to the client.

iii. Explicit client consent to the use of any technology which compromises confidentiality in a meaningful way, including document storage in certain smart-phones, cloud computing services and digital record-keeping services.

We are in an age of vastly changing means of communication, and thus, vastly changing ways of communicating too much. Considering "[a] lawyer is impliedly authorized to make disclosures about a client when appropriate in carrying out the representation, except to the extent that the client's instructions . . . limit that authority[2]" the foregoing informed consent provisions serve to invite what may be an ethically-required (but certainly ethically-relevant) discussion with our clients about how they would limit our use of new technologies in order to limit their exposure to confidentiality violations. If we serve the added purpose of educating ourselves and our clients, so much the better.

7. Keep Your Client's Head Out of the Sand. Sometimes the end of the case is viewed by the client as an opportunity to renegotiate the fee agreement with respect to any balance due and owing. To avoid this, your fee agreement should include a provision requiring the client to read all bills, to notify your firm --in writing within a specified reasonable time-- of any claimed problems with the bill, and it should further provide that the failure to do so constitutes agreement as to the correctness, fairness and accuracy of the bill. By placing the burden on the client to bring these matters to your attention in a timely manner, this provision will protect you against claims that the client was not aware of how expensive the litigation was, and claims that unnecessary or unauthorized work was done.

In conclusion, the family law practitioner must always remember that there are three parties to every fee agreement – your firm, the client and the Court. Although the Court in most cases will never see your fee agreement, if a dispute arises you can be sure that it will be scrutinized. Clarity and attention to detail are critical, so that the client is fully informed as

[2] Comments to Rule 4-1.6, Rules Regulating the Florida Bar.

to all rights, responsibilities and duties. Reasonableness in the amount of the fee is also a factor. A well-drafted ethical fee agreement can serve as the roadmap for you to secure your well-deserved fee and will ensure a happy client who will be sending you referrals for years to come.

## 7. Sex With Clients

A client going through a dissolution of marriage proceeding is often in a precarious emotional state. The marital and family lawyer must recognize this and respond appropriately. RCP 4-8.4(i) governs sexual relationships with clients. Rule 4-8.4(i) reads "[a] lawyer shall not...engage in sexual conduct with a client or a representative of a client that exploits or adversely affects the interests of the client or the lawyer-client relationship." (See Amendments to the Rules Regulating the Florida Bar, 24 So. 3d 63 (Fla. 2009). The 2009 amendments to RCP 4-8.4(i) state that if the sexual conduct commenced after the lawyer-client relationship was formed it shall be presumed that the sexual conduct exploits or adversely affects the interests of the client or the lawyer-client relationship. The burden is on the lawyer to rebut this presumption by a preponderance of the evidence. The prohibition in this rule does not apply to a lawyer in the same firm as another lawyer representing the client if the lawyer involved in the sexual conduct does not personally provide legal services to the client and is prevented from accessing the file concerning legal representation. Id. For an examples of inappropriate sexual conduct which were found to be in violation of RCP 4-8.4(i) and severe enough to warrant disbarment, ***see The Florida Bar v. Scott***, 810 So.2d 893 (Fla. 2002) (attorney disbarred for sexual conduct where, among other things, the attorney grabbed the client and ejaculated in her face); ***The Florida Bar v. Senton***, 882 So.2d 997 (Fla. 2004)(attorney disbarred for pressuring client to engage in sexual encounter and taking advantage of "weak-minded, vulnerable woman, who had a history of emotional and financial problems, for his own sexual satisfaction");***The Florida Bar v. Tipler***, 8 So. 3d 1109 (Fla. 2009) (whereby the attorney was disbarred for a number of reasons including a sex-for-fees arrangement with the client whereby the attorney credited the client $200 towards her fee for each time she engaged in sex with him, and a $400 credit if she arranged for other females to have sex with him); and ***The Florida Bar v. Roberto***, 59 So.3d 1101 (Fla. 2011) (attorney placed on 1 year probation for having sexual relations with 2 female clients and impermissibly providing them with financial assistance).

The prudent course for the marital and family practitioner to take is to totally abstain from any sexual relationship with the client during the time of the representation thereby preserving the attorney's objectivity and avoiding the appearance of impropriety.

## 8. Inadvertent Receipt of Privileged Documents

When transmitting a communication that includes information relating to the representation of a client, the lawyer must take reasonable precautions to prevent the

information from coming into the hands of unintended recipients. Sometimes, however, lawyers receive documents that were inadvertently disclosed by the opposing party or that were improperly obtained, typically by the client of the receiving lawyer. When situations like this occur, the lawyer has certain ethical duties and responsibilities.

Inadvertent Receipt from Opposing Party

It is common for documents to be inadvertently disclosed to an opposing party in litigation when a document is unintentionally included in a discovery response or with misdirected e-mails or facsimiles. Florida Ethics Opinion 93-3 addresses the receiving attorney's ethical obligation. Pursuant to Ethics Opinion 93-3, the receiving attorney, upon realizing that the document has been inadvertently sent, shall "promptly notify the sender of the attorney's receipt of the documents." The Supreme Court of Florida adopted Rule 4-4.4(b) which states that "A lawyer who receives a document or electronically stored information relating to the representation of the lawyer's client and knows or reasonably should know that the document or electronically stored information was inadvertently sent *must* promptly notify the sender." The decision to voluntarily return such a document is a matter of professional judgment ordinarily reserved to lawyer. The Rule requires the receiving lawyer notify the sender of the document but makes no requirement of the receiving lawyer other than notification. Despite this, certain legal issues arise if the receiving lawyer decides to read and/or use the document which could potentially see the lawyer disqualified from further representing his/her client in the matter.

Documents Improperly Obtained From Opposing Party

Rule 4-4.4(b) is aimed at addressing inadvertent disclosure of documents but not at situations when documents were deliberately obtained from the opposing party without permission. Despite the lack of a specific rule on point, several rules are relevant, including 4-1.6(confidentiality); 4-4.4(a)(improper methods of obtaining evidence); 4-1.2(d)(assisting a client in criminal or fraudulent conduct); and 4-8.4(general misconduct rule). Ethics Opinion 07-1 sets forth a lawyer's obligations regarding documents that have been improperly obtained from an opposing party. The lawyer must discuss the potential that the client needs criminal law representation to determine if the client has committed a crime. The lawyer must discuss with the client the potential for the court to disqualify the lawyer. The lawyer should also advise the client that the lawyer may be subject to sanctions by the court. The lawyer must advise the client that the materials cannot be retained, reviewed, or used without informing the opposing party that the inquiring attorney and clients have the documents at issue. If the client refuses to consent to disclosure, the inquiring attorney must withdraw from the representation. Not following these ethical guidelines can have serious consequences for the attorney and the client's case. See ***The Florida Bar v. Hmielewski,*** 702 So.2d 218 (Fla. 1997) (attorney suspended for 3 years for knowing using documents improperly obtained by the client); ***Castellano v. Winthrop***, 27 So.3d 134 (Fla. 5th DCA 2010) (client improperly obtained a USB drive containing privileged information and work product. Rather than return the drive, the attorney filed its contents in the court file. Drive was illegally obtained and, despite the fact that it was

apparent the documents had been improperly obtained, counsel spend in excess of 100 hours reviewing the documents which set forth a "complete history and chronology of strategy ... spanning the near decade-long litigation. Counsel was disqualified because "an informational advantage was obtained" and a "tactical advantage" found, the court struck the pleadings, ordered the information in the court file sealed, enjoined the client from further using the information, reserved jurisdiction to determine attorney's fees, and ordered the attorney and client to indemnify the opposing party for any damage he might suffer from improper use of the information.

Moral of the Story: When deciding whether to disqualify an attorney, the court will analyze the conduct of the receiving attorney. Did the attorney try to use the documents and information obtained to gain a tactical advantage? Did the attorney refuse to return the documents to his/her adversary? Did the attorney attempt to introduce the documents into the record? To avoid such a situation:

- Immediately stop reviewing the document upon realizing that it may be privileged;
- Do not share the document with anyone else in your firm;
- Immediately contact your adversary to inform that you believe he or she may have inadvertently produced documents to you;
- If documents were produced in hard copy, do not email, copy, or electronically store the documents and instead send them back to opposing counsel;
- If documents were produced electronically, inform opposing counsel that you have ceased your review of the documents and provide opposing counsel with the bates number of the offending documents and ask how counsel would like to proceed.
- MOST IMPORTANTLY: DO NOT attempt to gain any tactical advantage as a result of the inadvertent disclosure.

## 9. Bounds of Advocacy

In 2004, the Florida Bar's Family Law Section published the Bounds of Advocacy: Goals for Family Lawyers (hereinafter referred to as the Bounds of Advocacy). These guidelines were created for the primary purpose of assisting family law attorneys confronting professional and ethical dilemmas. The Bounds of Advocacy guidelines are aspirational in purpose and are not mandatory. This notwithstanding, it is the goal of the Bounds of Advocacy to encourage family law attorneys to aspire to a higher level of professionalism and ethical behavior, and to encourage efforts to reduce cost, delay, and emotional trauma associated with family law, as well as to encourage cooperative interaction between parties and attorneys. Copies of the Bounds of Advocacy can be obtained at the Family Law Florida website at http://www.familylawfla.org/pdfs/boundsRevised.pdf

## 10. Additional Resources Available

When confronted with an issue for which ethical guidance is necessary, several resources are available to the attorney:

1. Rules Regulating The Florida Bar. The Rules of Professional Conduct are located in Chapter 4. These rules, and the comments thereto, are the essential primary source, which must be consulted when contemplating a course of action to be taken. These rules can be found on the Florida Bar's website: **www.floridabar.org.**

2. Rules regulating trust accounting are located in Chapter 5 of the Rules of Professional Conduct. These rules can be found on the Florida Bar's website: **www.floridabar.org.**

3. The Florida Bar Ethics Hot Line: 1-800-235-8619. This Florida Bar sponsored service provides staff attorneys who will discuss over the telephone a particular ethical scenario with the practitioner and, where appropriate, give the practitioner an informal advisory ethics opinion over the phone.

4. Attorneys may obtain a written opinion regarding proposed conduct from staff counsel at The Florida Bar. If a staff opinion is contested or denied, an advisory ethics opinion may be requested from the Bar's Professional Ethics Committee.