



# IN THE SUPREME COURT OF ALABAMA

May 13, 2025

## ORDER

IT IS ORDERED that Rule 7.1, Rule 7.2, the Comment to Rule 7.2, Rule 7.3, the Comment to Rule 7.3, Rule 8.5, and the Comment to Rule 8.5, Alabama Rules of Professional Conduct, and Rule 1(a)(1), Alabama Rules of Disciplinary Procedure, be amended to read in accordance with Appendices A, C, D, E, F, G, H, and I, respectively, to this order;

IT IS FURTHER ORDERED that the Comment to Rule 7.1, Alabama Rules of Professional Conduct, as Amended Effective January 1, 2026, be adopted to read in accordance with Appendix B to this order;

IT IS FURTHER ORDERED that the amendment of Rule 7.1, Rule 7.2, the Comment to Rule 7.2, Rule 7.3, the Comment to Rule 7.3, Rule 8.5, and the Comment to Rule 8.5, Alabama Rules of Professional Conduct; the adoption of the Comment to Rule 7.1, Alabama Rules of Professional Conduct, as Amended Effective January 1, 2026; and the amendment of Rule 1(a)(1), Alabama Rules of Disciplinary Procedure, are effective January 1, 2026; and

IT IS FURTHER ORDERED that the following note from the reporter of decisions be added to follow Rule 7.1, Rule 7.2, Rule 7.3, and Rule 8.5, Alabama Rules of Professional Conduct, and Rule 1, Alabama Rules of Disciplinary Procedure:

**"Note from the reporter of decisions:** The order amending Rule 7.1, Rule 7.2, the Comment to Rule 7.2, Rule 7.3, the Comment to Rule 7.3, Rule 8.5, and the Comment to Rule 8.5, Alabama Rules of Professional Conduct; adopting the Comment to Rule 7.1, Alabama Rules of Professional Conduct, as Amended Effective January 1, 2026; and amending Rule 1(a)(1), Alabama Rules of Disciplinary Procedure, effective January 1, 2026, is published in that volume of *Alabama Reporter* that contains Alabama cases from \_\_ So. 3d."



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Stewart, C.J., and Shaw, Wise, Bryan, Sellers, Mendheim,  
Mitchell, Cook, and McCool, JJ., concur.

Witness my hand and seal this 13th day of May, 2025.

*Megan B. Rhodelsek*

Clerk of Court,  
Supreme Court of Alabama

**FILED**  
**May 13, 2025**

**Clerk of Court**  
**Supreme Court of Alabama**



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## APPENDIX A

### **Rule 7.1. Communications Concerning a Lawyer's Services: General Rule**

A lawyer must not make or cause to be made a false or misleading communication about the lawyer, the lawyer's services, or another lawyer's services. A communication is false or misleading if it:

- (a) contains a material misrepresentation of fact or law or omits a fact necessary to make the statement considered as a whole not materially misleading;
- (b) is likely to create an unjustified expectation about results the lawyer can achieve or states or implies that the lawyer can achieve results by means that violate the Rules of Professional Conduct or other law;
- (c) compares the quality of the lawyer's services with the quality of other lawyers' services, except as provided in Rule 7.4; or
- (d) communicates the certification of the lawyer by a certifying organization, except as provided in Rule 7.4.



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## APPENDIX B

### **Comment to Rule 7.1 as Amended Effective January 1, 2026**

Under Rule 8.5, Rule 7.1 applies to lawyers, whether or not admitted to practice in Alabama, who communicate with prospective clients about legal services in Alabama or who direct communications about legal services to Alabama residents.

As used in this Rule, "lawyer" includes the lawyer's law firm.

A "prospective client" as used in these Rules is someone whom a reasonable lawyer making the communication would consider a potential client or someone whom the lawyer seeks to represent if given the opportunity. As an example, individuals who watch or hear a lawyer's commercial, view a lawyer's billboard, or access a lawyer's website are prospective clients in most instances.

Misleading truthful statements are prohibited by this Rule. A truthful statement is misleading if it omits a fact necessary to make the lawyer's communication, considered as a whole, not materially misleading. A truthful statement is misleading if a substantial likelihood exists that it will lead a reasonable person to form a specific conclusion about the lawyer or the lawyer's services for which there is not a reasonable factual foundation. A truthful statement is misleading if it creates a likelihood that a reasonable person would believe the lawyer's communication requires that person to take further action when, in fact, no action is required.

Lawyers who are not in a firm together may not imply or say that they practice together.

Although a lawyer from another state may petition an Alabama court to be admitted pro hac vice in a specific Alabama action, no law authorizes a lawyer to be admitted pro hac vice on a general or



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permanent basis in the State of Alabama. A lawyer not licensed to practice law in Alabama shall not direct a communication about the lawyer's services to prospective clients in Alabama without disclosing that the lawyer is not licensed to practice law in Alabama and otherwise complying with these Rules.

A communication about a lawyer's services is subject to these Rules if it reasonably is expected to be seen or heard by Alabama residents and does not specifically state that the lawyer or the lawyer's firm will not represent clients in Alabama.

In certain limited situations, a lawyer not licensed in Alabama may be authorized to provide Alabama residents legal services in another jurisdiction. For example, in a class-action suit in another state or in a federal-court action in another state, including bankruptcy and immigration actions, a lawyer not licensed in Alabama may represent Alabama residents in the litigation. Any communication by the lawyer disseminated within Alabama or directed at Alabama residents, however, must comply with these Rules.



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## APPENDIX C

### **Rule 7.2. Communications Concerning a Lawyer's Services: Specific Rule**

Subject to the requirements of these Rules, a lawyer may communicate information about that lawyer's services through any lawful media.

A lawyer who communicates with prospective clients concerning legal services must comply with the following:

(a) A copy of each communication subject to these Rules and a record of the following must be kept by the lawyer for six (6) years after the communication's dissemination and must be provided promptly to the Office of General Counsel of the Alabama State Bar upon request: (1) the date of the communication; (2) the name of the recipient and the address, telephone number, or email address to which the communication was sent; and (3) the means by which the communication was sent. A failure to retain this information and produce it to the Office of General Counsel promptly upon request is a violation of these Rules.

(b) Any communication covered by these Rules must comply with the following:

(1) If a lawyer who appears in or is identified in a communication is not licensed to practice law in Alabama, the communication must clearly and prominently disclose that fact;

(2) If a lawyer or law firm who communicates with prospective clients in Alabama does not have a bona fide office in Alabama, the communication must clearly and prominently disclose that fact;



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(3) If one or more lawyers appears in or is identified in the communication, the communication must include the city, town, county, or location of the bona fide office of at least one of those lawyers;

(4) If an individual lawyer does not appear in or is not identified in a communication, but instead a law firm appears in or is identified in the communication, then the communication must include the location of at least one bona fide office of the firm where the legal services will be performed; and

(5) If a lawyer uses a lawyer-referral service, the referral service must disclose the location of the lawyer's bona fide office when a referral is made.

(c) Each lawyer who appears in or is identified in a communication subject to these Rules will be responsible for the content of the communication and its compliance with these Rules unless the lawyer reasonably was not aware of the communication or reasonably could not have controlled its content.

(d) All disclaimers, disclosures, and other statements that these Rules require shall be legible and easy to see and read, if written, and easy to hear and understand, if spoken. If displayed visually, the disclosure, disclaimer, or other required statement must be displayed for a sufficient time and in writing large enough to enable a typical viewer to see and read the disclosure or disclaimer. Spoken disclosures, disclaimers, and other required statements shall be spoken at the same cadence and at the same or a slower rate of speed, and at least at the same volume, as the other spoken content of the communication.

(e) Any disclosure, disclaimer, or other statement that these Rules requires shall be made in each language used in the communication to which the disclosure, disclaimer, or other required



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statement relates; however, saying that a particular language is spoken or understood by a lawyer does not require a disclosure or disclaimer in that language.

(f) If specific fees are mentioned in the communication, the lawyer must perform the services at the stated fees. The failure of the lawyer to perform the services at the stated fees shall be prima facie evidence of misleading and deceptive practices. The lawyer is bound to perform the services for the stated fees for at least ninety (90) days after the date of the last communication referencing the stated fees.

(g) A communication that contains the representation that the charging of a fee is contingent on success or that no fee will be charged in the absence of recovery, or a similar representation, must disclose clearly and prominently if the client will be responsible for paying or reimbursing court costs or other expenses of litigation if there is no recovery.

(h) A lawyer must not compensate, give, or promise anything of value to a person for recommending the lawyer's services, but a lawyer may:

(1) pay the usual costs of communications permitted by this Rule -- however, no lawyer shall pay for the cost of communication of another lawyer not in the same firm unless (i) the lawyers have agreed to work together and jointly represent clients in the matter referenced in the communication and (ii) the lawyers' agreement does not violate any other provisions of these Rules;

(2) pay the usual charges of a not-for-profit lawyer-referral service or a not-for-profit legal-aid agency or entity recognized as legitimate by the Office of General Counsel;





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(3) pay a sponsorship fee or make a contribution to a charitable organization or other not-for-profit organization that will result in the lawyer being recognized or listed as having sponsored or contributed to the organization;

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

(i) the referral agreement is not exclusive;  
and

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

(5) give nominal gifts as an expression of appreciation that are neither intended nor reasonably expected to be a form of compensation for recommending a lawyer's services.

(i) A communication promising a specific result is prohibited.

(j) A lawyer shall not communicate that the lawyer handles matters in practice areas in which the lawyer does not currently practice or intend to practice. A lawyer must not make communications concerning legal services that would cause a reasonable prospective client to believe that the lawyer making the communication would handle the matter for the prospective client if the lawyer normally or probably would not handle the matter and would refer the matter to a lawyer in a different firm or practice, unless the following is clearly and prominently disclosed:

(1) "MOST CASES OF THIS TYPE ARE NOT HANDLED BY THIS LAWYER/FIRM BUT ARE REFERRED TO OTHER ATTORNEYS"; or, if applicable,



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(2) "MOST CASES OF THIS TYPE ARE REFERRED TO OTHER ATTORNEYS FOR PRINCIPAL RESPONSIBILITY."

(k) A communication must not cause a reasonable prospective client to believe that the lawyer will engage in conduct or tactics that would violate these Rules or a court rule.

(l) A communication may include a testimonial, subject to the following: (1) the person giving the testimonial about a lawyer or firm must have personal, real, and direct legal experience with the lawyer and must have a legitimate basis for what is said and (2) if the person giving the testimonial has been compensated or given or promised anything of value for giving the testimonial, that fact must be disclosed plainly and prominently.

The lawyer on whose behalf the testimonial is made is responsible for ensuring that the testimonial is accurate and not misleading. Any materially false or misleading statement by the person giving the testimonial constitutes a violation of these Rules by the lawyer.

(m) If a communication includes a specific result achieved by a lawyer in a matter, the result must be accompanied by a description of the type of case or matter, must be objectively verifiable, and must be described or presented in a manner that is not misleading. A communication about a result achieved by a lawyer in a matter is misleading if it would probably cause a reasonable person to form an unjustified expectation that the same or a similar result probably would be obtained for other clients or if the communication would probably cause a reasonable person to misunderstand the nature or significance of the result.

(n) Communications that include a dramatization or depiction of an actual event, or that include a depiction of a fictitious event that a



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reasonable prospective client would not understand was fictitious, must state clearly and prominently: "DRAMATIZATION -- NOT (THE) (AN) ACTUAL EVENT."

(o) A lawyer must not use an authority figure such as a judge or law-enforcement officer to endorse or recommend the lawyer, to act as a spokesperson for the lawyer, or to give a testimonial about the lawyer, unless the person has been a client of the lawyer. A lawyer may not use an actor to portray an authority figure to endorse or recommend the lawyer, to act as a spokesperson for the lawyer, or to give a testimonial about the lawyer.

(p) A lawyer must not use an actor or model to portray a client of the lawyer, unless the client portrayal is nonspeaking and merely background. A lawyer must not use an actor to portray a lawyer whose services are being described or promoted.

(q) In any communication by a lawyer purporting to give the public legal advice or information in which the lawyer solicits legal employment by the viewer, reader, or listener -- and which a reasonable person would not understand was an advertisement -- for which the broadcaster or other provider of the platform for the communication receives any remuneration or other consideration, directly or indirectly, from or on behalf of the lawyer making the communication, the lawyer must clearly disclose during the communication that (1) the lawyer has paid the broadcaster or other platform provider and (2) the communication is an advertisement. For an audiovisual communication, such as one broadcast on television or posted on the internet, this disclosure must be given orally if the communication includes spoken words and also in writing at the start of the communication and immediately after any commercial or other interruption. For any radio or other audio communication, the disclosure must be spoken at the beginning of the communication and after any commercial or other interruption. Call-in television or radio programs, question-and-answer presentations, interviews, and "infomercials" in which the lawyer invites



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the viewer or listener to consult the lawyer or otherwise solicits legal employment are examples of the type of communication requiring this disclosure. The disclosure is not required for a lawyer's social-media posts or blogs discussing legal issues or matters if the lawyer does not directly solicit employment by the viewer or reader or for communications for which the lawyer does not pay or otherwise compensate the platform provider directly or through third parties.

(r) A lawyer must not manipulate or purchase internet search results so as to cause a reasonable prospective client mistakenly to contact the lawyer who manipulated or purchased the search results rather than the lawyer or firm who was the subject of the prospective client's search.

(s) This Rule does not apply to a communication by or on behalf of a lawyer licensed or admitted in Alabama and aired or disseminated in a jurisdiction other than Alabama if (1) the Alabama lawyer is admitted in the other jurisdiction, (2) the communication complies with the appropriate rules of that jurisdiction, and (3) the communication reasonably is not expected to reach Alabama residents.

(t) Characterizations of, depictions of, or statements about opposing parties in current or potential litigation must not be false or misleading.

(u) Unless a communication is covered by an exception, this Rule applies to all forms of communication seeking or offering legal employment.



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## APPENDIX D

### **Comment to Rule 7.2**

Under Rule 8.5, Rule 7.2 applies to any lawyer who communicates with prospective clients in Alabama about the lawyer's legal services, even if neither the lawyer nor the members of the lawyer's firm are licensed in or admitted to practice in Alabama.

As used in this Rule, "lawyer" includes the lawyer's firm.

Rule 7.2 no longer requires the use of a general disclaimer for all communications that are subject to the Rule. Rule 7.2 requires specific disclosures and disclaimers for certain types of covered communications.

A "prospective client," as used in these Rules, is someone whom the lawyer considers a potential client or someone whom the lawyer seeks to represent if given the opportunity. As an example, individuals who watch or hear a lawyer's commercial, view a lawyer's billboard, or access a lawyer's website are prospective clients in most instances.

A communication to prospective clients by a lawyer who does not intend to render the professional services described or indicated in the communication is misleading if the communication would cause a reasonable person to believe that the lawyer making the communication, or a member of the lawyer's firm, would represent clients in court or otherwise personally handle the referenced matters for clients, unless a disclosure required by Rule 7.2(j) is included in the communication.

The retention, disclaimer, and disclosure requirements of Rule 7.2 do not apply to communications that are not motivated by pecuniary gain, contain no representations about the lawyer, and do not seek or offer legal employment; furthermore, those requirements do not apply to sponsorships or donations that are made in the name of the lawyer,



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contain no representations about the lawyer, and do not seek or offer legal employment.

The retention, disclosure, and disclaimer requirements of Rule 7.2 do not apply to lawyer communications required by law, such as notice during litigation to members or potential members of a judicially defined class.

A client review of a lawyer or a testimonial about a lawyer that the lawyer has not requested, arranged, or provided input for and cannot control generally is not subject to this Rule. A client review or testimonial on a lawyer's website, or in other media, that reasonably can be deleted or removed by the lawyer must comply with Rule 7.2, and the lawyer is responsible for its content.

Communications about fees and other charges for a lawyer's services must be clear, accurate, and not misleading. For example, if the client will be responsible for any costs even if there is no recovery, the communication "You pay no fee unless we win" would be misleading because many prospective clients probably would not understand that costs are treated separately from fees in most lawyer-client employment relationships. For the same reason, it also would be misleading for a lawyer to communicate that "You pay nothing unless you win" or something similar if the lawyer would require reimbursement of costs from the client in the event there was no recovery.

It is not required that a communication to prospective clients concerning fees and expenses contain the details that would be in a fee contract with a client, but the communication must not suggest or indicate a fee arrangement that is not accurate.

Language required by these Rules must be easy to see, hear, and understand. Presentation of required language, including disclosures or disclaimers, in a manner that prevents the prospective client from easily seeing, hearing, and understanding the language, such as by using rapid



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speech or writing that is small or difficult to read, is prohibited by and violates these Rules.

Disclaimers, disclosures, and other language required by these Rules must be able to be seen, read, or heard by a normal or typical viewer or listener of that type of communication. For billboards and signs, the language must be easily seen from the typical viewer's perspective -- for example, in a vehicle traveling at speed on a road or highway. In an audiovisual format, the written language must be large and clear enough, and visible long enough, for a typical viewer to see it without straining to understand it.

"Objectively verifiable" means able to be proven or substantiated by the lawyer upon request by a prospective client or the Office of General Counsel.

"Prominently" means not hidden and not presented in a manner that makes it more difficult for the listener or viewer to hear or see the required information than it is to hear or see the other information in the communication.

"Real and direct legal experience" means experience obtained through being represented by the lawyer or through other circumstances affording actual and significant personal knowledge of the lawyer's ability and skill.

A deceptive or inherently misleading communication includes, but is not limited to, a communication that refers to a former or retired judicial-, executive-, or legislative-branch official who is currently engaged in the practice of law by using the judicial-, executive-, or legislative-branch title, unless the title is placed after the person's name and the communication includes language that makes clear that the title was in the past and is not current or active. For example, a former judge may not state "Judge Doe (retired)" or "Judge Doe, circuit judge." She





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may state "Jane Doe, former circuit judge" or "Jane Doe, retired circuit judge."

Communication of a case or matter result, including a verdict or settlement, may be misleading if it fails to include information about the result that would be necessary for a reasonable person to understand and evaluate the result or if the communication would cause a reasonable person to reach a conclusion about the nature or significance of the result, or the role of the lawyer in obtaining the result, that is materially different than the truth.

A communication about aggregate or cumulative case or matter results, such as the total amount of money recovered or obtained for clients or total amounts of verdicts or settlements, is not prohibited if accurate, not misleading, and objectively verifiable. Upon request, the lawyer must be able to verify each individual result contained or included in the aggregate or cumulative result.

Communications of a past result achieved by a lawyer may be misleading if, for example, the following, if true, was not disclosed: (1) someone other than the lawyer or the lawyer's firm actually achieved the result, (2) the lawyer did not make a legitimate and significant contribution to obtaining the result, (3) the result was a verdict that was not collected, (4) the result was a default judgment, (5) the matter was not contested, (6) the verdict or other result was overturned or reduced on appeal, (7) the result was a summary judgment that was not opposed, (8) the opposing party was pro se, or (9) the result was obtained outside Alabama. Rule 1.6 (Confidentiality of Information) applies to lawyer and law-firm communications, including those addressed in this Rule. Nothing in this Rule authorizes or allows a lawyer to disclose a client's confidential information without the client's consent.

A communication presented as a "medical alert," "health alert," "public-service announcement," or similar description is false and misleading and is prohibited.





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A communication that suggests or implies that those to whom the communication is directed should not follow medical advice they have received or should not seek or continue medical treatment recommended by a health-care provider is prohibited.

Competitive keyword advertising is not prohibited if the search engine separates sponsored links from other results and clearly identifies the sponsored links as advertisements. In some situations, it is a violation of these Rules for a lawyer to cause his or her information to result from a keyword internet search for a different lawyer. For example, it would violate these Rules if Lawyer A causes his or her information to result from a keyword internet search for Lawyer B and Lawyer A's communication is not clearly and prominently labeled or described as an advertisement, or if Lawyer A's communication would cause a reasonable person to believe that Lawyer A is Lawyer B, or if Lawyer A's communication would cause the prospective client making the keyword internet search to mistakenly contact Lawyer A instead of Lawyer B.

Lawyers and law firms shall not advertise or practice under a trade name that is false or misleading.

This Rule applies to a press release that is provided to media outlets by a lawyer or law firm, unless (1) the press release is provided to legitimate media outlets that have editorial control, including discretion whether to print any information in the press release, (2) the media outlet is not paid to print information from the press release, and (3) the press release is not a solicitation of clients or for legal employment.

This Rule applies to an announcement of and an invitation to attend a seminar, presentation, talk, or similar event sponsored by a lawyer if the announcement or invitation is for or to an event at which the lawyer will offer or seek legal employment or at which the lawyer's services will be promoted. Any disclosure, disclaimer, or other statement required by these Rules must be included in the invitation or



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announcement. The appropriate disclosure, disclaimer, etc., also is required at the event itself.

A communication about a lawyer providing mediation or arbitration services that provides no information about the lawyer's legal services or qualifications other than that the mediator or arbitrator is a lawyer or member of the Alabama State Bar is not subject to the disclaimer and retention requirements of these Rules. Mediators and arbitrators should contact the Alabama Center for Dispute Resolution for guidance concerning specific rules and advisory ethics opinions that apply to communications by or about mediators and arbitrators.

A lawyer's scholarly article, blog, or other communication that is strictly educational or that merely provides information about legal matters to the public and does not solicit legal employment is not subject to the disclosure and retention requirements of this Rule.

A lawyer's column or article for a newspaper, website, or other media that does not solicit legal employment is not subject to the disclosure and retention requirements of this Rule.

A communication by a lawyer for politicians or for political or civic causes that does not solicit legal employment is not subject to this Rule. A communication by a lawyer who is running for political office is not subject to this Rule if it relates to the campaign and does not solicit legal employment.

This Rule does not apply to a communication to a birth mother from an attorney on behalf of an existing adoption client.

This Rule does not apply to a notice intended to find witnesses when the witnesses are sought in a matter the lawyer is handling for an existing client.



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Generally, promotional items such as shirts, pens, coffee mugs, etc., that contain only the lawyer's logo, name, and contact information are not subject to this Rule. Likewise, a sponsorship by or an acknowledgement of the lawyer by someone else that includes only the lawyer's logo, name, and contact information is not subject to this Rule.

It is false or misleading to indicate that a lawyer is based in a place where the lawyer does not normally practice or where the lawyer does not have a bona fide office.

A recognition, award, designation, accolade, etc., referenced in a communication covered by this Rule and not prohibited by Rule 7.1(d) must be presented in a way that would not cause a prospective client to misunderstand the true, actual significance of the recognition, etc. Indicating or implying that the recognition, etc., has materially more significance, is materially more exclusive, or materially denotes more skill or achievement than is accurate given the actual, true basis or criteria for receiving the recognition, etc., violates these Rules and is prohibited.

For the purposes of this Rule, a bona fide office is defined as a physical location, including a personal residence, maintained by the lawyer or law firm where the lawyer or law firm reasonably expects to furnish legal services in a substantial way on a regular and continuing basis.

An office is not a bona fide office if no lawyer is present on a regular and continuing basis, there is little or no full-time staff, or actual, substantial legal services are not performed there.

Although these Rules prohibit a lawyer from saying or implying that the lawyer has an office in a location where the lawyer does not have a bona fide office, these Rules do not prohibit statements such as "available for consultation" or "available by appointment," or that the lawyer has a "satellite office," if those statements are true.



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The following are nonexhaustive examples of statements by a lawyer that may violate Rule 7.2's prohibition of predictions or guarantees of success or a specific result: "I will save your home," "I will get you money for your injuries," and "Come to me and get acquitted of the charges pending against you." Statements to the effect that the lawyer or law firm will work to protect the client's rights or to protect the client's assets or family, and that do not promise a specific legal result in a particular matter, may be in compliance with this Rule.

An aspirational statement by a lawyer describing goals for a client that a lawyer or law firm will try to meet generally is permissible. For example, aspirational words such "goal," "strive," "dedicated," "mission," and "philosophy" may be appropriate. Similarly, the statement "If you have been injured through no fault of your own, I am dedicated to the recovery of damages on your behalf" normally would be permissible.

A general statement by a lawyer describing or discussing a particular law or area of law that is not a promise of a specific legal result or a prediction of success is allowed. For example, the statement "When the government takes your property through its eminent domain power, the government must provide you with reasonable compensation for your property" normally would be permissible.

A statement in a communication covered by these Rules to the effect that, for example, a lawyer is the "best" or "most experienced" or is "number one" or "most successful" and that cannot be objectively verified or substantiated would violate this Rule.

With short-form electronic/digital lawyer communications, such as banner ads, X (Twitter) posts, certain other social-media posts, etc., disclosures, disclaimers, and other statements required by these Rules may be placed on a link in the communication, as long as the link with the required information is accessible by a prospective client with one click or keystroke and the disclosure, disclaimer, or other required



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information are in the first link in the communication available to the prospective client.

Under Rule 7.2(c), a lawyer is required to know and is assumed to know the content and manner of delivery of any communication by or for the lawyer that is subject to this Rule. Ignorance of or a misunderstanding of how the communication was used or disseminated or what was in the communication does not absolve the lawyer of responsibility for the communication if the ignorance or misunderstanding was not reasonable.

It is not required under Rule 7.2(c) that a communication state that each lawyer featured or identified in the communication is responsible for or has reviewed or approved the communication. This Rule, however, does impose on each lawyer identified or featured in the communication general responsibility for the communication, including responsibility for ensuring that the communication complies with and does not violate these Rules, unless the lawyer was reasonably unaware of the communication or was aware of it but reasonably could not have prevented the false or misleading or otherwise noncomplying communication from being used.

As used in these Rules, disclaimers are a type of disclosure, and the word disclosures includes disclaimers.

A communication that does not include the name and location of any lawyer who takes responsibility for the communication violates these Rules.

A communication containing the disclosures and disclaimers required by these Rules can still be false or misleading. The communication will be considered in its entirety in determining whether it complies with these Rules.



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A lawyer may not "retarget," use internet "cookies," or otherwise electronically track or obtain information about a potential client who views a lawyer's website or other internet or digital presence or communication unless the lawyer discloses to the potential client that the client's information is being accessed and the potential client consents, either by checking an acceptance box or similar acknowledgement or by continuing to access the website, etc., after being informed of the use of the tracking feature.

Lawyer and law-firm websites, social-media pages, professional-networking websites, and similar forms of communication are subject to this Rule. A disclosure, disclaimer, or other statement required by these Rules shall be placed with the information to which the disclosure, disclaimer, or statement applies. Short-form communications, such as banner ads and pop-ups, do not violate this Rule if the required disclosure, disclaimer, or statement is on the first page that appears when the banner ad, etc., is clicked or accessed.



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## APPENDIX E

### **Rule 7.3. Solicitation of Clients**

(a) A lawyer must not solicit professional employment through live, in-person, or real-time communication directed to someone who has not asked the lawyer to contact that person and who the lawyer knows or reasonably should know needs legal services in a matter when a motive for the lawyer's contacting the prospective client is the lawyer's pecuniary gain. Such communications, regardless of form, constitute improper solicitation and are subject to these Rules. Communications to another lawyer, a former or current client, or a family member are exceptions to this Rule and are permitted.

(b) A lawyer must not solicit professional employment, even when not prohibited in Rule 7.3(a), if:

(1) the communication concerns an action for personal injury or wrongful death arising out of or otherwise related to an accident, event, or disaster involving the person to whom the communication is addressed or a relative or representative of that person, unless the accident, event, or disaster giving rise to the cause of action occurred more than twenty-one (21) days prior to the communication;

(2) the communication concerns a civil proceeding pending in a state or federal court or an administrative proceeding, unless service of process was obtained on the person involved in the proceeding or other prospective client and filed with the appropriate court;

(3) the communication concerns a criminal proceeding pending in a state or federal court, unless the prospective client was served with a warrant or information more than seven (7) days prior to the communication;





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(4) the communication concerns a specific matter and the lawyer knows or reasonably should know that the person to whom the communication is sent or directed is represented by a lawyer in that matter;

(5) it has been made known to the lawyer that the person to whom the communication is sent or directed does not want to receive the communication;

(6) the communication involves coercion, duress, fraud, overreaching, harassment, intimidation, or undue influence by the lawyer;

(7) the communication contains a false, fraudulent, misleading, deceptive, or unfair statement or claim or is otherwise improper under these Rules; or

(8) the lawyer knows or reasonably should know that the person to whom the communication is sent or directed is a minor or is incompetent or that the person's physical, emotional, or mental state makes it unlikely that the person would exercise reasonable judgment in employing a lawyer.

(c) A lawyer must not permit any person -- including intermediaries, representatives, employees, or staff or agents of the lawyer -- to solicit clients on the lawyer's behalf in violation of these Rules, and the lawyer is responsible for any improper solicitation by the lawyer's or the lawyer's firm's intermediaries, representatives, employees, or staff or agents. A lawyer must not use any person -- including intermediaries, nonlawyers, accountants, investigators, police officers, health-care workers, courthouse personnel, etc. -- to solicit, seek, or obtain prospective clients for the lawyer or to direct clients to the lawyer in violation of these Rules.





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(d) A lawyer must not enter into an agreement for, or charge or collect a fee or other compensation for, professional employment obtained in violation of this Rule.

(e) Communications by or on behalf of a lawyer to prospective clients that are covered by Rule 7.3(b) and are not otherwise prohibited by these Rules are subject to the following additional requirements:

(1) A sample of each communication and a sample of any envelope used with any mailed communication, along with a list of the names and addresses of the recipients, must be retained by the lawyer for two (2) years and made available promptly on request to the Office of General Counsel of the Alabama State Bar. If the communication is sent to multiple recipients and it is not reasonably possible for the lawyer to identify specific addresses for the recipients, the lawyer must retain a record sufficient to identify the recipients by group;

(2) Communications mailed to prospective clients must not be sent by registered mail, by any other form of restricted delivery, by express mail, or by any other means that could reasonably mislead the recipient;

(3) It must not be stated or implied that the communication is approved by the Alabama State Bar or other authority;

(4) The communication must not resemble a legal pleading, official government form or document (administrative, municipal, federal or state), or other legal document, and the design of the communication and the manner of delivering the communication must not make the communication appear to be an official document;



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(5) If a contract for representation accompanies the communication, it must be presented as a sample contract, and the top of each page of the contract must be plainly and conspicuously marked "SAMPLE ONLY." The words "SAMPLE ONLY" must be in bold print in a color that contrasts with the background color and in print larger than the largest print used in the contract. The words "DO NOT SIGN" must appear on the client signature line in bold print in a color that contrasts with the background color and in print larger than the largest print used in the contract;

(6) The first sentence of the communication must state clearly and prominently: "IF YOU ALREADY HAVE A LAWYER FOR THIS MATTER PLEASE DISREGARD THIS COMMUNICATION";

(7) If the communication is prompted by or is about a specific occurrence (e.g., an accident, bankruptcy, divorce, death, arrest, recorded judgment, or garnishment), the communication must disclose, in easily understandable language, how the lawyer obtained that information;

(8) A communication to a prospective client seeking employment in a specific matter must not reveal on the envelope, or on the outside of the self-mailing brochure or pamphlet, the nature of the prospective client's legal problem or situation;

(9) The lawyer sending or making the communication must be able to demonstrate promptly on request by a prospective client or by the Office of General Counsel of the Alabama State Bar that all the information contained in the communication is truthful and is not misleading; and



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(10) If the matter referenced in the communication probably will be referred to another lawyer in a different law firm, the communication must say that in clear, plain language.

(f) A nonelectronically transmitted communication subject to this Rule must be plainly marked "ADVERTISEMENT" both on the top of its first page and on the face of the envelope or other packaging used to transmit the communication. The word "ADVERTISEMENT" must be in bold print in a color that contrasts with the background color and in print larger than the largest print used in the communication.

(g) An email or other electronically transmitted direct communication subject to the requirements of this Rule must be clearly and prominently designated "ADVERTISEMENT" in the subject portion of the communication and at the beginning of the communication's text in print larger than the largest print used in the communication.

(h) An audio or video communication, an internet or social-media communication, an email communication, or a recorded telephone message subject to the requirements of this Rule must clearly and prominently disclose that it is an "ADVERTISEMENT" at the beginning of the communication before any other writing or any other words being spoken.

(i) The first sentence of a targeted direct-mail or email solicitation permitted under these Rules must be "ADVERTISEMENT. IF YOU HAVE ALREADY RETAINED A LAWYER FOR THIS MATTER, PLEASE DISREGARD THIS COMMUNICATION," presented clearly and prominently in print larger than the largest print used in the communication.



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## APPENDIX F

### **Comment to Rule 7.3**

Under Rule 8.5, Rule 7.3 applies to any lawyer or firm that solicits clients in Alabama, even if neither the lawyer nor the members of the lawyer's firm are admitted to practice in Alabama.

A "prospective client" as used in these Rules is someone whom the lawyer considers a potential client or someone whom the lawyer seeks to represent if given the opportunity. As an example, individuals who watch or hear a lawyer's commercial, view a lawyer's billboard, or access a lawyer's website are prospective clients in most instances.

"Solicitation" and "solicit" mean a communication from or on behalf of a lawyer or law firm that is directed to a specific person the lawyer or law firm knows or reasonably should know probably needs legal services in a particular matter and that offers to provide, or reasonably would be understood as offering to provide, legal services for that matter. General communications, such as billboards, television or radio advertisements, web pages, banner ads, social-media posts, blogs, and similar forms of communications that are not directed to a specific individual with a particular legal matter are not considered solicitation under these Rules.

Rule 7.3 does not apply if a prospective client initiates contact with the lawyer without any solicitation by the lawyer or by an agent, representative, or other intermediary of the lawyer. A lawyer's communication does not constitute solicitation under Rule 7.3 if it is in response to a request for information by a prospective client that itself was not the result of any solicitation by the lawyer, or by an agent, representative, or other intermediary of the lawyer, or if the communication was automatically generated in response to an internet search.

As used in this Rule, "lawyer" includes the lawyer's firm.



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Even permitted forms of solicitation can violate these Rules if the solicitation contains false or misleading information.

There is a potential for abuse inherent in a live, person-to-person, direct, or real-time solicitation by a lawyer of a prospective client known to need legal services. These forms of solicitation subject the prospective client to the private importuning of a trained advocate in a direct interpersonal encounter. A prospective client often feels overwhelmed by the situation giving rise to the need for legal services and may have an impaired capacity for reason, judgment, and protective self-interest. Furthermore, the lawyer seeking to be retained is faced with a conflict stemming from the lawyer's own interest, which may color the advice and representation offered the vulnerable prospective client. The situation is fraught with the possibility of undue influence, intimidation, and overreaching. This potential for abuse inherent in direct solicitation of a prospective client justifies some restrictions, particularly because the communications permitted under Rule 7.2 offer an alternative means of communicating necessary information to a person who may be in need of legal services. Advertising makes it possible for a prospective client to be informed about the need for legal services, and about the qualifications of available lawyers and law firms, without subjecting the prospective client to direct personal persuasion that may impair or overwhelm the client's judgment.

Communications by a lawyer seeking employment by a prospective client that are not real-time or in-person solicitations generally present less potential for abuse or overreaching than in-person or real-time solicitations and are therefore not prohibited for most types of legal matters, but are subject to reasonable restrictions, as set forth in these Rules, designed to minimize or preclude abuse and overreaching and to ensure the lawyer's accountability if abuse should occur. Email communications, for example, are not real-time, person-to-person communications prohibited under Rule 7.3(a), but they still are subject to the other provisions and requirements of these Rules. A communication with a potential client who initiates the contact by using



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a chat box or other interactive feature of a lawyer's website also would not be a prohibited solicitation if the communication complies with the other applicable provisions and requirements of these Rules. In contrast, text communications initiated by or for the lawyer are real-time, person-to-person solicitations and are prohibited under Rule 7.3(a).

This Rule allows targeted-mail solicitation of prospective clients in personal-injury and wrongful-death causes of action or other causes of action that relate to an accident, disaster, death, or injury, subject to the requirements of these Rules, but only if the communication is not made until twenty-one (21) days after the incident. This restriction is reasonably required by the sensitized state of the prospective client, who may be either injured or grieving over the loss of a family member, and by the abuses that experience has shown can exist in this type of solicitation.

This Rule prohibits a lawyer from interfering, or allowing another person to interfere, with another lawyer's current attorney-client relationship in a matter. It is prohibited for a lawyer to seek to obtain legal employment by attempting to convince or persuade the client of a different lawyer in a matter to hire him or her in that same matter or to terminate the client's relationship with the client's current lawyer in that matter, or for the lawyer to allow any other person to do so. This Rule does not prevent a lawyer from seeking future legal work from a client of another lawyer.

This Rule does not prohibit a lawyer from contacting representatives of organizations or groups that may be interested in establishing a group or prepaid legal plan for its members, insureds, beneficiaries, or other third parties for the purpose of informing such organizations or groups of the availability of and details concerning the plan or arrangement that the lawyer or the law firm is willing to offer. This form of communication is not directed to a specific prospective client known to need legal services related to a particular matter. Rather, it is usually addressed to an individual acting in a fiduciary capacity seeking





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a supplier of legal services for others who may, if they choose, become prospective clients of the lawyer. Under these circumstances, the activity that the lawyer undertakes in communicating with such representatives and the type of information transmitted to the organization's or group's members are functionally similar to, and serve the same purpose as, the communications permitted under Rule 7.2.

This Rule does not prohibit communications ordered by a court or by any other official tribunal recognized by the Office of General Counsel of the Alabama State Bar.

This Rule does not prohibit a lawyer from referring clients to another lawyer or a nonlawyer professional pursuant to a reciprocal referral agreement if the agreement is not exclusive, the client is fully informed in writing of the existence and nature of the agreement prior to the referral and agrees to the referral, and the referral does not otherwise violate these Rules.

A targeted or direct-mail communication is one that is prompted by a specific occurrence. Direct-mail or email advertisements sent out generally to the public, such as bulk mailers to a specific zip code, are not targeted communications unless the lawyer knows the recipients have a specific legal problem.

Disclosures under Rule 7.3(e)(7) must be reasonably specific. Some nonexhaustive examples include: if a lawyer obtained a prospective client's name from a police accident report, any solicitation permitted by these Rules should state that the name was obtained from a "police accident report," rather than a general reference to "public records"; if a prospective client's name is obtained from a jail-inmates list or booking log, that should be stated in the communication; if a prospective client's name was obtained from a foreclosure list in a specific newspaper, the disclosure should state that the lawyer obtained the name from "foreclosure list in [name of newspaper]."



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A lawyer is required to know, and is assumed to know, the content and manner of delivery of any communication by or for the lawyer that is subject to this Rule. Ignorance of or misunderstanding of how the communication was used or disseminated or what was in the communication does not absolve the lawyer of responsibility for the communication unless the lawyer's ignorance or misunderstanding was reasonable.

"Prominently" means not hidden and not presented in a manner that makes it more difficult for the listener or viewer to hear or see the required information than it is to hear or see the other information in the communication.





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## APPENDIX G

### **Rule 8.5. Jurisdiction**

A lawyer admitted to practice in this jurisdiction is subject to the disciplinary authority of this jurisdiction, although engaged in practice elsewhere. A lawyer not admitted in this jurisdiction is also subject to the disciplinary authority of this jurisdiction if the lawyer provides or offers to provide any legal services in this jurisdiction. A lawyer may be subject to the disciplinary authority of both this jurisdiction and another jurisdiction for the same conduct.



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## APPENDIX H

### **Comment to Rule 8.5**

It is long-standing law that the conduct of a lawyer admitted to practice in in this jurisdiction is subject to the disciplinary authority of this jurisdiction. Extension of the disciplinary authority of this jurisdiction to other lawyers who provide or offer to provide legal services in this jurisdiction is for the protection of the citizens of this jurisdiction. Reciprocal enforcement of a jurisdiction's disciplinary findings and sanctions will further advance the purposes of this Rule. A lawyer who is subject to the disciplinary authority of this jurisdiction under Rule 8.5 must appoint an official to be designated by the Supreme Court of Alabama to receive service of process in this jurisdiction. The fact that the lawyer is subject to the disciplinary authority of this jurisdiction may be a factor in determining whether personal jurisdiction may be asserted over the lawyer for civil matters.

If the rules of professional conduct in the two jurisdictions differ, principles of conflict of laws may apply. Similar problems can arise when a lawyer is licensed to practice in more than one jurisdiction.

Where the lawyer is licensed to practice law in two jurisdictions which impose conflicting obligations, applicable rules of choice of law may govern the situation. A related problem arises with respect to practice before a federal tribunal, where the general authority of the states to regulate the practice of law must be reconciled with such authority as federal tribunals may have to regulate practice before them.



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## APPENDIX I

### **Rule 1(a)(1), Alabama Rules of Disciplinary Procedure**

(1) *Lawyers.* Lawyers admitted to practice law in this state, including district attorneys; assistant district attorneys; United States attorneys; assistant United States attorneys; the attorney general; assistant attorneys general; and lawyers specially admitted by any court in this state for a particular proceeding, are subject to the exclusive disciplinary jurisdiction of the Disciplinary Commission and the Disciplinary Board of the Alabama State Bar, with review by the Supreme Court of Alabama. A lawyer not admitted in this jurisdiction is also subject to the disciplinary jurisdiction of the Disciplinary Commission and the Disciplinary Board of the Alabama State Bar, with review by the Supreme Court of Alabama, if the lawyer provides or offers to provide any legal services in this jurisdiction. A lawyer may be subject to the disciplinary authority of both this jurisdiction and another jurisdiction for the same conduct. Lawyers are subject to jurisdiction under this rule even though the misconduct occurred outside the lawyer-client relationship.