

Arizona Rejects Internet Referral Service

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A web service describes itself as an intermediary between lawyers and people who need legal services. The service solicits the response of the general public. Consumers complete a registration form which includes their names and lists questions "that an attorney would ask during an initial interview." The questions are intended to help the attorney to assess the respondent's needs. Consumers do not pay for their use of the website.

Lawyers go to the website to review the answers supplied by the consumer. If they wish, they can send a message to the consumer responding to the consumer's inquiry. The consumer in turn contacts the lawyer whose response impresses her the most, by telephone or e-mail. Lawyers who participate in the website pay an initial registration fee and an annual subscription fee. They agree to notify the service whenever they are retained by a registered consumer.

The Arizona State Bar was asked whether a lawyer who participated in the website by paying its fees or accepting its referrals violated the Arizona Rules of Professional Conduct. Op. 2002-03, 9/02. The website does not state that it is affiliated with, or approved by, any bar association or other authority.

Only lawyer referral services "operated, sponsored, or approved by a bar association" may refer or recommend lawyers to clients. Arizona Rule 7.1. The Arizona State Bar has not approved this or any other online referral service. The Committee asked, "Is this a 'lawyer referral service' within the terms of Rule 7.1."

Under the Committee's prior opinions, the test of a referral service is whether it assumes "the process of ascertaining the caller's legal needs and then matching them to a member having the appropriate 'area of expertise.'" "Applying this definition, the internet service is a "lawyer referral service" within the Rule. The service does not qualify as group advertising because it is neither mechanical nor non-discretionary. The Committee listed five criteria which compelled its conclusion that the internet service was a "lawyer referral service" and not a vehicle for group advertising.

The online service presents other ethics issues. Because the service requires the lawyer to notify it of any engagement induced by it, it may cause the lawyer to violate the rule against revealing confidences in those cases in which the client does not want her identity revealed.