# THE ETHICS OF LAW FIRM WEB SITE MARKETING IN GEORGIA

By Robert Bexley Fundamentals of Law Practice April 27, 2010

## What's wrong with this web site?



Atlanta's **BEST** personal injury, accident, and workers' compensation lawyers. Call us now at **404-GET-PAID!** 



#### Personal Injury?

- Back, neck, nerve damage?
- We'll get you all the money you deserve!



#### Auto Accident

We'll make the other driver payA check in your hand, guaranteed!



#### Workers' Compensation

- No fees unless you win!
- No one in Atlanta is better at getting the money you deserve

"Fast Cash Lawyers got me this check for \$100,000 when I fell down and twisted my ankle in Wal-Mart! He will do that for you too!" -Betty J. (personal injury, 2001)



Our talented attorneys will fight for your rights as an injured person. We know it wasn't your fault and we **WILL** get you that fat check that you **deserve**. Our firm has won millions of dollars for injured people just like you!

### Here's what is wrong



(1) GR 7.5(e)(1): A trade name may be used by a lawyer in private practice if: (1) the trade name includes the name of at least one of the lawyers practicing under said name.

(2) GR 7.1(a)(3): ... a communication is false, fraudulent, deceptive or misleading if it compares the lawyer's services with other lawyers' services unless the comparison can be factually substantiated.

#### **(3)-(5)** GR 7.1(a)(2):

... a communication is false, fraudulent, deceptive or misleading if it is likely to create an unjustified expectation about results the lawyer can achieve...

(6) GR 7.1(a)(5) ... a communication is false, fraudulent, deceptive or misleading if it contains any information regarding contingent fees, and fails to conspicuously present the following disclaimer: "Contingent attorneys' fees refers only to those fees charged by attorneys for their legal services. Such fees are not permitted in all types of cases. Court costs and other additional expenses of legal action usually must be paid by the client." & GR 7.1(a)(6) ... a communication is false, fraudulent, deceptive or misleading if it contains the language "no fee unless you win or collect" or any similar phrase and fails to conspicuously present the following disclaimer: "No fee unless you win or collect' refers only to fees charged by the attorney. Court costs and other additional expenses of legal action usually must be paid by the client. Contingent fees are not permitted in all types of cases."

(7) GR 7.1(a)(2): ... a communication is false, fraudulent, deceptive or misleading if it is likely to create an unjustified expectation about results the lawyer can achieve...