THE ASSOCIATION OF THE BAR OF THE CITY OF NEW YORK

COMMITTEE ON PROFESSIONAL ETHICS

Formal Opinion 2014-1: ETHICAL CONSIDERATIONS FOR LAWYERS CONTEMPLATING BUSINESS ARRANGEMENTS WITH NON-LEGAL ORGANIZATIONS

TOPIC: Relationships with Non-Legal Organizations

DIGEST: A New York lawyer must consider a wide range of ethical issues before entering into a business relationship with a non-legal organization. A New York lawyer is contemplating an arrangement with a non-legal organization based in another state, where: (1) the New York lawyer would review forms prepared by the non-legal organization on behalf of its customers to determine whether they comply with certain applicable legal requirements; and (2) the non-legal organization would pay the lawyer a percentage of the fees paid by the customers to the non-legal organization, pursuant to a pre-determined fee schedule. The New York lawyer asks whether this arrangement is permissible under the New York Rules of Professional Conduct (the "New York Rules" or the "Rules").

This question is particularly relevant in the current legal environment, where attorneys may be considering a variety of creative business arrangements to enhance their economic opportunities. Attorneys considering such arrangements must be mindful of a substantial number of ethical issues. As many as twenty-one different Rules may bear on whether a New York lawyer is permitted to enter the arrangement described above, including Rules 1.1(a), 1.2(a), 1.2(c), 1.4, 1.5(a), 1.5(b), 1.6(a), 1.7(a), 1.8(f), 1.10(e), 1.10(f), 5.4(a), 5.4(c), 5.5(a), 5.5(b), 5.8(a), 5.8(b), 7.2(a), 7.2(b), 8.5(a), and 8.5(b).

A New York lawyer may also need to consider additional issues, such as whether the contemplated arrangement complies with relevant substantive laws and court rules, as well as with the rules of professional conduct in jurisdictions other than New York State. These additional issues fall outside the jurisdiction of the Committee on Professional Ethics (the "Committee"), which is limited to interpreting the New York Rules.

RULES: 1.1(a), 1.2(a), 1.2(c), 1.4, 1.5(a), 1.5(b), 1.6(a), 1.7(a), 1.8(f), 1.10(e), 1.10(f), 5.4(a), 5.4(c), 5.5(a), 5.5(b), 5.8(a), 5.8(b), 7.2(a), 7.2(b), 8.5(a), 8.5(b)

QUESTION: Is a New York lawyer permitted to enter into a business relationship with a non-legal organization based in another state, where: (1) the New York lawyer would review forms prepared by the non-legal organization on behalf of its customers to determine whether they comply with certain applicable legal requirements; and (2) the non-legal organization would pay the lawyer a percentage of the fees paid by the customers to the non-legal organization, pursuant to a pre-determined fee schedule?

OPINION

A New York lawyer (the "Lawyer") would like to enter into a business arrangement with a non-legal organization ("NLO"). The Lawyer is originally from a foreign country, but resides and is admitted to practice law in New York. A branch of the Lawyer's practice involves advising U.S. citizens who are seeking to apply for citizenship in the Lawyer's country of origin (the "Foreign Country"). According to the inquiring Lawyer, citizenship applications are processed through the Foreign Country's authorized local consulate for the applicant's state of residence (the "Local Consulates").

The Lawyer is considering entering into a business arrangement with an NLO based in another state that provides services to U.S. citizens who wish to apply for citizenship in the Foreign Country. Under the proposed arrangement, the NLO would prepare citizenship applications for its customers and would send the draft applications to the Lawyer for review to ensure they comply with applicable legal requirements (the "Legal Review"). The Lawyer would not meet with or communicate directly with the NLO's customers. The NLO charges its customers pursuant to a standard fee schedule, and proposes to pay the Lawyer a percentage of these fees.

An arrangement such as the one described above implicates a wide range of ethical issues.[1] At a minimum, before entering into such an arrangement, the Lawyer should consider the following key questions and determine whether the arrangement complies with the Rules discussed below.

1. Is The Lawyer's Conduct Governed by the Professional Responsibility Rules of New York or Some Other Jurisdiction?

A critical threshold question is which jurisdiction's professional responsibility rules apply to the Lawyer's conduct. The analysis depends on whether, in addition to being licensed in New York, the Lawyer is authorized to practice law in any other jurisdictions, such as the Foreign Country, the state where the NLO is based, or any jurisdictions where the Local Consulates are located. A New York lawyer who is also licensed to practice in one or more other jurisdictions may be governed either by the New York Rules or the rules of another jurisdiction, depending on the type of conduct involved. *See* Rule 8.5(b) (setting forth the framework for determining which jurisdiction's rules apply to a New York lawyer's conduct). If the Lawyer is also licensed in a jurisdiction other than New York, the Lawyer should examine Rule 8.5(b)(2) to determine which jurisdiction's professional responsibility rules apply to the Lawyer's conduct.[2]

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[1] This opinion does not purport to contain an exhaustive list of ethical rules that should be considered before entering into a business arrangement with an NLO. Depending on the facts and circumstances of a particular arrangement, additional ethical rules may be relevant. In addition, the Lawyer may need to consider other issues, such as whether the contemplated arrangement complies with the rules of professional conduct in jurisdictions other than New York state, as well as any relevant substantive legal issues (such as the applicability of statutes, regulations, or court rules). These additional issues fall outside the Committee's jurisdiction, which is limited to matters involving the New York Rules.

[2] Although the Lawyer's conduct may be governed by the *rules* of another jurisdiction, the Lawyer is still subject to the *disciplinary authority* of New York, regardless of where the conduct occurs. *See* Rule 8.5(a). The Lawyer may also be subject to the disciplinary authority of other jurisdictions where he or she is admitted. *See id.*

On the other hand, if the Lawyer is licensed to practice only in New York, then the Lawyer's conduct would be governed by the New York Rules. *See* Rule 8.5(b)(1). The remainder of this opinion assumes that the Lawyer is licensed to practice law only in New York and, thus, a New York disciplinary authority examining the Lawyer's conduct would apply the New York Rules. If that is the case, the Lawyer should consider the following questions.

2. Does the Lawyer's Conduct Constitute the Unauthorized Practice of Law in Another Jurisdiction?

New York Rule 5.5(a) states that "[a] lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction."[3] As noted above, the inquiry references several other jurisdictions, such as the Foreign Country, the state where the NLO is based, and the jurisdictions where the Local Consulates are located. Under Rule 5.5(a), the Lawyer must determine whether performing the Legal Review will violate the regulation of the legal profession in any jurisdictions other than New York. If so, the conduct would also violate Rule 5.5(a). This Committee is not empowered to opine on whether an attorney's conduct constitutes the unauthorized practice of law in another jurisdiction.

3. Is the NLO Engaged in the Unauthorized Practice of Law?

Rule 5.5(b) states that "a lawyer shall not aid a nonlawyer in the unauthorized practice of law." As Comment [2] to the Rule explains, "whatever the definition, limiting the practice of law to members of the bar protects the public against rendition of legal services by unqualified persons."[4] Before entering into any arrangement with the NLO, the Lawyer should determine whether the NLO's conduct constitutes the unauthorized practice of law.

The question of whether an entity is engaged in the unauthorized practice of law is an issue of substantive law, which falls outside the Committee's jurisdiction. To determine whether the NLO is engaged in the unauthorized practice of law, the Lawyer would need to evaluate the types of services the NLO provides to its clients in light of the relevant legal authorities that define what it means to engage in the practice of law.[5] If the NLO is engaged in the unauthorized practice of law, the Lawyer's involvement in the contemplated relationship would likely violate Rule 5.5(b).

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[3] Whether a person is practicing law in a jurisdiction does not necessarily depend on where that person is physically located. In addition, as a general matter, a lawyer is ethically permitted under the New York Rules to advise a client on the law of a foreign jurisdiction as long as the lawyer is competent to do so and doing so does not violate any other law. *See* New York State Bar Association ("NYSBA") Ethics Op. 375 (1975).

[4] New York has also enacted statutes and issued court rules prohibiting the practice of law by nonlawyers. *See* Roy D. Simon, *Simon's New York Rules of Professional Conduct Annotated* 1158 (West 2013) ("Simon").

[5] Even if the NLO is providing services that could also be performed by a lawyer, that does not necessarily mean the NLO is engaged in the unauthorized practice of law. *See* NYSBA Ethics Op. 832 (2009) ("Many services do not fall neatly into the category of legal services because they may legally be undertaken by both lawyers and nonlawyers."). On the other hand, this arrangement may raise a red flag for disciplinary authorities, who may be concerned that the NLO is acting as a conduit for conveying legal advice or legal services to its customers. *See, e.g.*, *In re Lefkowitz*, 47 A.D.3d 326 (1st Dep't 2007) (attorney aided the unauthorized practice of law by representing immigration clients at hearings and interviews where: (1) lawyer was paid by nonlawyer entity to represent clients; (2) nonlawyer entity prepared the immigration applications and had the "primary financial and substantial relationship with" the clients; and (3) the work done by the nonlawyer entity "involved some legal analysis").

4. Does the Lawyer's Contemplated Arrangement with the NLO Constitute an Impermissible Multidisciplinary Practice?

Multidisciplinary practice "means a venture that offers both legal and non-legal services to the public." NYSBA Ethics Op. 930 (2012). Such ventures have traditionally been viewed as "incompatible with the core values of the legal profession." Rule 5.8(a) (emphasizing the importance of maintaining the "complete independence" of lawyers). Under certain limited conditions, however, lawyers are permitted to "enter into and maintain a contractual relationship with a nonlegal professional or nonlegal professional service firm for the purpose of offering to the public, on a systematic and continuing basis, legal services performed by the lawyer or law firm as well as other nonlegal professional services." *Id.* Rule 5.8(b)(1) permits such relationships only with non-legal professional services firms that are "included in a list jointly established and maintained by the Appellate Divisions pursuant to Section 1205.3 of the Joint Appellate Division Rules." That list is currently limited to "Architecture, Certified Public Accountancy, Professional Engineering, Land Surveying, and Certified Social Work." NYSBA Ethics Op. 976 (2013). The list does not include businesses that provide immigration services. Accordingly, if the proposed arrangement with the NLO constitutes multidisciplinary practice (which the Committee lacks sufficient information to determine), it is prohibited under Rule 5.8. *See id.* ("[F]rom the fact that the Company is not among the types of nonlegal professional service firms that have been approved for cooperative business arrangements, it follows that the proposed arrangement is impermissible.").

5. Does the Contemplated Payment Structure Constitute Improper Fee Splitting?

Rule 5.4(a) prohibits a lawyer or law firm from sharing legal fees with a nonlawyer except in three instances, none of which is applicable here.[6] Rule 5.4(a) reflects "traditional limitations on sharing fees" with nonlawyers. Rule 5.4, cmt. [1]. The purpose of the fee-sharing prohibition is to remove incentives for nonlawyers to interfere with the professional judgment of lawyers in legal matters, and to remove incentives for nonlawyers to engage in other objectionable conduct. *See* Simon, at 1137.

When analyzing Rule 5.4(a), a relevant consideration is whether the persons seeking citizenship are paying the NLO more, less or exactly the same for the Lawyer's Legal Review as they would pay if they were paying for the Lawyer's services directly. *See* NYSBA Ethics Op. 942 (2012) (discussing the differential between the amount paid by the client to a non-legal firm and the amount paid by a non-legal firm to the attorney). If the NLO obtains a financial benefit by including the Lawyer's legal fees in its overall charges (*i.e.*, if the NLO charges the client more for legal services than it pays the Lawyer), then the arrangement could constitute impermissible fee

[6] The exceptions to Rule 5.4(a)'s general prohibition against sharing legal fees with a nonlawyer are as follows:

> (1) an agreement by a lawyer with the lawyer's firm or another lawyer associated in the firm may provide for the payment of money, over a reasonable period of time, after the lawyer's death, to the lawyer's estate or to one or more specified persons; (2) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that portion of the total compensation that fairly represents the services rendered by the deceased lawyer; and (3) a lawyer or law firm may compensate a nonlawyer employee or include a nonlawyer employee in a retirement plan based in whole or in part on a profit-sharing arrangement.

splitting.[7] *See id.* It should be noted that a disciplinary authority would likely view the proposed payment arrangement as having the indicia of fee-splitting and, thus, would likely subject it to close scrutiny.

6. Does the Contemplated Payment Structure Constitute the Payment of a Referral Fee?

Rule 7.2(a) provides that, except in certain limited circumstances, a lawyer "shall not compensate or give anything of value to a person or organization to recommend or obtain employment by a client." Here, the NLO is arguably "obtain[ing] employment" for the Lawyer by having the Lawyer review application forms for the NLO's clients. Although the Lawyer is not directly paying the NLO a fee to obtain this work, the proposed payment structure could result in an indirect referral fee. For example, if the amount the NLO pays the Lawyer out of the fees it receives from its clients is less than the Lawyer would charge those clients directly for the same services, then this could be construed as the Lawyer giving something of value to the NLO in exchange for "obtain[ing] employment by a client." Rule 7.2(a). In other words, the difference between the fee the Lawyer would normally charge for the Legal Review and the fee the NLO pays the Lawyer for those same services could constitute an indirect referral payment to the NLO. We note, however, that it is not necessarily a violation of Rule 7.2(a) to offer a "preferential rate" to clients from a particular referral source. Nassau County Ethics Op. 01-4 (2001) (negotiation of a discounted legal fee does not constitute something "of value" given by the lawyer in exchange for participating in a lawyer referral network); *see also* NYSBA Ethics Op. 897 (2011) (lawyers may participate in Groupon-type "deal of the day" program by offering discounted fees to participants in the program). The difference here is that, by paying the Lawyer a percentage of the fee paid by the client, the NLO is arguably pocketing the difference between the Lawyer's regular rate and the discounted rate the Lawyer is offering to the NLO's clients.

One exception to this prohibition against referral fees is that a lawyer "may be recommended, employed or paid by, or may cooperate with" one of the organizations described in Rule 7.2(b)(1)-(4). Rule 7.2(b). An attorney is permitted to "pay the usual and reasonable fees or dues charged by" such an organization, provided "there is no interference with the exercise of independent professional judgment on behalf of the client." Rule 7.2(a)(2). Based on the limited information provided, the NLO does not appear to be any of the types of organizations described in Rule 7.2(b)(1)-(3) ("a legal aid or public defender office," or "a military legal assistance office," or "a lawyer referral service operated, sponsored or approved by a bar association or authorized by law or court rule"). The only remaining possibility is Rule 7.2(b)(4), which refers to "any bona fide organization that recommends, furnishes or pays for legal services to its members or beneficiaries" that also meets the conditions in Rule 7.2(b)(4)(i)-(vi). Before entering into the proposed arrangement with the NLO, the Lawyer should determine whether the NLO meets the qualifications of Rule 7.2(b)(4).

[7] New York has also enacted criminal penalties against fee sharing with nonlawyers. *See* N.Y. Jud. Law § 491 (prohibiting nonlawyers from dividing a legal fee with an attorney). The Committee cannot opine on whether Section 491 would apply to the proposed arrangement, but the Lawyer should examine the case law construing that statute.

7. Who Is the Lawyer's Client?

Another critical consideration is whether the Lawyer would be representing the NLO or the individuals applying for citizenship (or both[8]). "Whether a client-lawyer relationship exists for any specific purpose can depend on the circumstances and may be a question of fact." New York Rules, Scope ¶ 9; *see also* Restatement of the Law (Third) The Law Governing Lawyers ("Restatement") § 14 (Formation of a Client-Lawyer Relationship), cmt. f. The question of who the Lawyer represents under the contemplated arrangement is beyond the jurisdiction of this Committee.[9] If the Lawyer represents the individuals applying for citizenship, however, the business arrangement also raises concerns about the Lawyer's ability to meet other ethical obligations to those clients, including duties under Rules 1.1(a), 1.2(a), 1.2(c), 1.4, 1.5(a), 1.5(b), 1.6(a), 1.7(a), 1.8(f), and 5.4(c).[10] We next examine how each of these rules might apply in the situation where the Lawyer's attorney-client relationship is with the individuals applying for citizenship.

(a) Rule 1.1(a) – Competence

Rule 1.1(a) requires a lawyer to "provide competent representation to a client." Competent representation "requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation." Rule 1.1(a). Furthermore, "[c]ompetent handling of a particular matter includes inquiry into and analysis of factual and legal elements of the problem, and use of methods and procedures meeting standards of competent practitioners." *Id.*, cmt. [5]. If the Lawyer's clients are the persons seeking citizenship, the Lawyer owes a duty of competence to each of them as individuals. If the Lawyer has no contact with these clients, the Lawyer might be unable to gather sufficient factual information to allow the Lawyer to analyze the relevant legal issues and to exercise the skill, thoroughness and preparation needed to provide competent representation, as required by Rule 1.1(a). In addition, the Lawyer would not be in a position to ensure that the NLO is implementing the legal advice in a competent manner.

(b) Rule 1.2(c) – Limited Scope Representations

The Lawyer should consider whether the contemplated arrangement constitutes a so-called "limited scope representation." If so, the Lawyer would need to comply with Rule 1.2(c), which provides that any limits to the scope of representation must be "reasonable under the circumstances" and that the attorney must obtain "informed consent" from the client to limit the

[8] If the answer is "both," the Lawyer would also have to consider the New York Rules governing obligations to jointly-represented clients. *See generally*, Rule 1.7(a)(1) & cmts. [29]-[33] (discussing "Special Considerations in Common Representation"). In addition, the Lawyer needs to collect sufficient information about the client and the matter to determine whether the representation creates a conflict of interest. *See* Rule 1.10(e)-(f) (law firm must "implement and maintain a system by which proposed engagements are checked against current and previous engagements" and "[s]ubstantial failure" to do so constitutes a separate violation of the Rules).

[9] It bears noting, however, that a lawyer's failure to clarify who the lawyer represents could result in the lawyer entering into an attorney-client relationship unintentionally. *See* Restatement § 14, cmt. f.

[10] Again, the Committee does not intend this to be an exhaustive list of ethical rules that should be considered if the Lawyer's clients are the individuals applying for citizenship. There may be other ethical considerations, as well as substantive legal issues (such as the applicability of statutes, regulations, or court rules) that are outside the jurisdiction of the Committee.

scope of representation. *See generally* Rule 1.2, cmts. [6]-[8] (explaining limited scope representation). If the Lawyer is not communicating directly with the client (*i.e.*, the person applying for citizenship in this scenario) the Lawyer may not be in position to determine whether the limits on the representation are "reasonable under the circumstances" or to obtain "informed consent" from the client to limit the scope of the representation. Rule 1.2(c).

(c) Rule 1.4 and Rule 1.2(a) – Communication and Consulting with Clients

Rule 1.4 requires a lawyer to keep the client reasonably informed about the status of the client's matter and to comply with a client's reasonable requests for information. A lawyer is further obliged to explain a matter to the client so that the client may make informed decisions regarding the representation. In addition, Rule 1.2(a) provides that, as required by Rule 1.4, a lawyer "shall consult with the client as to the means by which [the client's objectives] are to be pursued." Again, if the Lawyer's clients are the individuals seeking citizenship and the Lawyer has no direct contact with them, it would be difficult to comply with the communication requirements of Rule 1.4 and the consulting requirements of Rule 1.2(a). Moreover, the proposed arrangement appears to give the Lawyer little, if any, control over what the NLO may be communicating to the clients about the Lawyer, the scope of the Lawyer's representation, or the nature of the Legal Review. This creates a risk that clients could be misled by statements made by the NLO, which the Lawyer has no opportunity to correct. A disciplinary authority would likely scrutinize such an arrangement closely because of such risks.

(d) Rule 1.5 – Avoiding Excessive Fees

Rule 1.5(a) provides that "a lawyer shall not make an arrangement for, charge, or collect an excessive or illegal fee or expense." Furthermore, "[a] fee is excessive when, after a review of the facts, a reasonable lawyer would be left with a definite and firm conviction that the fee is excessive." Rule 1.5(a). The Rule identifies eight nonexclusive factors to consider when determining whether a fee is excessive, including: time and labor required; novelty and difficulty of the questions involved; fees customarily charged in the locality for similar services; amount involved and results obtained; nature and length of the professional relationship with the client; and experience, reputation and ability of the lawyer or lawyers performing the services. *See* Rule 1.5(a)(1)-(8). In addition, Rule 1.5(b) states "a lawyer shall communicate to a client the scope of the representation and the basis or rate of the fee and expenses for which the clients will be responsible."

In the proposed business arrangement, it appears that the Lawyer may have no role in determining the amount of the fee charged to the client for the Legal Review. According to the inquiry, the fee would be a set percentage of a pre-determined fee schedule established by the NLO. Under Rule 1.5(a), however, it is the *attorney's* duty to ensure that the fee charged to a client is not excessive. Although a pre-determined fee schedule prepared by an attorney and relating exclusively to legal services is not necessarily improper, the inquiry suggests that the NLO is dictating the fee schedule, a portion of which relates to the Lawyer's Legal Review. If that is the case, such an arrangement likely violates Rule 1.5(a) because it cedes control over the setting of legal fees to a nonlawyer. Furthermore, because the Lawyer would have no direct contact with the persons seeking citizenship, the Lawyer might be unable to communicate to the client the basis or rate of the fee and expenses, as required by Rule 1.5(b).

(e) Rule 1.6(a) – Confidentiality

Rule 1.6(a) prohibits a lawyer from "knowingly revealing confidential information," absent informed consent or other exception. Under the contemplated arrangement, the NLO would be exposed to the information that is passed between the Lawyer and the individual clients. In order to comply with Rule 1.6's confidentiality obligations, the Lawyer would need to obtain informed consent from the individual clients concerning the disclosure of these communications to the NLO. *See* Rule 1.6(a)(1). The decision to waive confidentiality has serious implications, not the least of which is that it opens the door for third parties to obtain those communications. If the Lawyer is not communicating directly with the individual clients, he or she would not be in a position to communicate "information adequate for [the clients] to make an informed decision" or to explain "the material risks of the proposed course of conduct and reasonably available alternatives," as required by the New York Rules. Rule 1.0(j) (defining "informed consent"). Thus, the clients would not be able to make an informed decision about whether to waive confidentiality.

(f) Rule 1.7(a) – Personal Conflict of Interest

Rule 1.7(a)(2) states, in relevant part, that "a lawyer shall not represent a client if a reasonable lawyer would conclude that . . . there is a significant risk that the lawyer's professional judgment on behalf of the client will be adversely affected by the lawyer's own financial, business, property or other personal interests." The proposed arrangement with the NLO could create "divided loyalties" if the Lawyer is "dependent on [the NLO] for case referrals and legal fees." *Lefkowitz*, 47 A.D.3d at 328 (attorney who received immigration referrals and legal fees from nonlawyers had "divided loyalties"). Although such personal conflicts may be waivable under Rule 1.7(b), it is unlikely that the client is in a position to give informed consent to waive the conflict.

(g) Rule 1.8(f) – Accepting Compensation From One Other Than a Client

If the client is the person seeking citizenship and not the NLO, the payment arrangement implicates Rule 1.8(f), which prohibits a lawyer from accepting "compensation for representing a client, or anything of value related to the lawyer's representation of the client, from one other than the client" unless certain conditions are met.[11] Under the proposed arrangement, the Lawyer is being paid by the NLO, rather than the individual seeking citizenship. Accordingly, the Lawyer must comply with the requirements of Rule 1.8(f), including: (1) obtaining the client's "informed consent" to the payment arrangement; (2) ensuring there is "no interference with the lawyer's independent professional judgment or with the client lawyer relationship"; and (3) protecting the client's confidential information from the non-client (in this case the NLO).

[11] Similarly, Rule 5.4(c) prohibits a lawyer from permitting "a person who . . . pays a lawyer to render legal service for another to direct or regulate the lawyer's professional judgment in rendering such legal services or to cause the lawyer to compromise the lawyer's duty to maintain the confidential information of the client under Rule 1.6."

CONCLUSION

A New York lawyer must consider a wide range of ethical issues before entering into a business relationship with a non-legal organization. Here, a New York lawyer wishes to enter into an arrangement with a non-legal organization based in another state, where: (1) the New York lawyer would review forms prepared by the non-legal organization on behalf of its customers to determine whether they comply with certain applicable legal requirements; and (2) the non-legal organization would pay the lawyer a percentage of the fees paid by the customers to the non-legal organization, pursuant to a pre-determined fee schedule. Before entering into a business relationship with a non-legal organization, the lawyer should analyze the contemplated arrangement under New York Rules 1.1(a), 1.2(a), 1.2(c), 1.4, 1.5(a), 1.5(b), 1.6(a), 1.7(a), 1.8(f), 1.10(e), 1.10(f), 5.4(a), 5.4(c), 5.5(a), 5.5(b), 5.8(a), 5.8(b), 7.2(a), 7.2(b), 8.5(a), and 8.5(b) to determine whether it is ethically permissible.

A New York Lawyer may also need to consider additional issues that are beyond the jurisdiction of this Committee, such as whether the contemplated arrangement complies with the rules of professional conduct in jurisdictions other than New York State and whether it complies with all relevant substantive laws and court rules in New York or elsewhere.