January 6, 2021

By email to supreme@courts.wa.gov

By messenger to
Clerk of the Supreme Court
P.O. Box 40929
Olympia, WA 98504-0920

Re: Public Comment On Suggested Amendments to RPC 7.2(b)(2), Comment 6; RPC 7.2, Comment 5; and RPC 1.5(e)(2)

Dear Chief Justice and Associate Justices:

1. Overview

I write in opposition to the proposed changes to the RPCs and Comments identified above regarding fees charged by lawyer referral services.

The King and Tacoma-Pierce County Bar Associations charge a percentage referral fee that is contingent on the outcome of the case. However, the RPCs have long prohibited that type of fee because of the impact on attorney and the client relationship and the fact it is barratry. That the contingent referral fee would be paid to a non-profit bar association does not change that.

In an attempt to work around that, the proposed amendments engage in a variety of subterfuges including trying to call the contingent fee charged by referral services something it is not. The proposed amendments call it a "referral fee." It is what it is; and what it is, is already defined by the RPCs.

RPC 1.5(c) provides: "A fee may be contingent on the outcome of the matter for which the service is rendered..." The referral fees at issue are quintessentially that: they are percentage fees "contingent on the outcome of the matter."

This Court has been clear it will "strive to elevate substance over form." In Re Detention of Turay, 139 Wn.2d 379, 390 (1999). A fee that is contingent on the outcome and its amount, is quintessentially a contingency fee. Calling it something else does not change that.

Despite that, or perhaps better said *because of* that, the amendments' proponents argue non-profit referral services should be allowed to engage in what has long been held to be unethical behavior because they have a good reason to; because bar association referral agencies will spend the contingent referral fees on pro bono services, they should be allowed to charge them. That is nothing less than arguing the ends justify the means. Arguing impermissible behavior should be tolerated provided it is for a good end has long been rejected: "lawful ends do not justify unlawful means." SAS Inst., Inc. v. Iancu, 138 S. Ct. 1348, 1358, 200 L. Ed. 2d 695 (2018).

But, placing that aside, the rationalization offered by the amendments' proponents, that bar associations will spend their contingent fees on pro bono services, does not withstand even cursory scrutiny.

The King County Bar Association (KCBA) says it only uses "a part" of those for pro bono services while not saying how much.[1] Whatever percentage it is, plainly some of the contingent fees are being used to fund any and all activities whether administrative or social.

The Tacoma-Pierce County Bar Association (TPCBA) directly admits it does not use those fees for pro bono services. Its web site indicates those fees are used to defray general expenses: "The goals are.. to provide a source of revenue for the Tacoma-Pierce County Bar Association."[2] It *never* indicates it uses the contingency fee to fund pro bono services.

However, TPCBA under its "member benefits page" identifies a variety of TPCBA activities it *does* spend its revenue on, including annual dinners, "a number of networking and social opportunities," "many happy hour socials," a "golf tournament," a "barbeque" at its annual "sports CLE," and at no extra charge a courthouse "lounge" with "fresh coffee and the morning newspaper."[3] This is not observed to ridicule the TPCBA which without question is a valuable community member. However, the notion bar associations should be allowed a special ethical exemption because it wants contingency referral fees as an "additional source of revenue" for social events is not well taken.

But most notably, neither Spokane[4] or Clark County[5] charge any contingent referral fee as the proposed amendments seek to allow. Despite that, the Spokane and Clark County Bar programs work *exactly* as King and Pierce Counties' with attorney vetting of practice area experience and a requirement of malpractice insurance.[6]

Plainly, charging a contingent referral fee with no limit as KCBA and TPCBA do, and as these proposed amendments seek to allow, has nothing to do with providing the public services the proponents of the amendments identify. Clark and Spokane counties provide the same service with *no* contingent referral fess collected and neither KCBA or TPCBA spend all their contingency fees on pro bono work (assuming TPCBA spends any on it).

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1 https://www.kcba.org/For-Lawyers/Lawyer-Referral-Service, 1/4/2021.

2 https://www.tpcba.com/resources-attorneys/lawyer-referral-program/, 1/4/2021. It is unknown if some of those general expenses are pro bono services. The material point is TPBCA does not promise even that.

3 https://www.tpcba.com/membership/member-benefits/, 1/4/2021.

4 The Spokane Bar Association web site does not identify a contingent referral fee as a part of the program. That was verified by a phone call on January 4, 2020 at 3:15 p.m.

5 https://www.ccbawashington.org/files/19-20_SWLRS.pdf, 1/4/2021.

6 Clark County: https://www.ccbawashington.org/files/19-20_SWLRS.pdf, 1/4/2021;
Spokane County: https://www.spokanebar.org/wp-content/uploads/2017/08/OLRS-Application.pdf, 1/4/2021.

Rejecting these proposed amendments will *not* result in TPCBA and KCBA folding their referral tents. As noted, Spokane and Clark Counties have an equally robust referral system with no contingency referral fee; they prove the flat referral fee all programs charge to the potential client is sufficient to defray the actual cost of the service. If TPCBA and KCBA are truly interested in providing what they call a public service, surely this court may rely they will continue to do so even if the profit contingency referral fee motive is removed.

Finally, on a more fundamental level there is no compelling public policy reason to treat non-profit referral services differently by creating special carve outs so they may engage in what is long accepted as unethical behavior. In a now long distant past when injured individuals only had phonebooks to find an attorney it was difficult to locate a lawyer. Then, those lawyer referral services filled a need.

However, now every injured person has Google on their phone and can locate 50 attorneys in the blink of an eye. Attorney-referral services fill no need that is not already provided for free and readily available to the entire public.

There is an inconsistency in the RPCs insofar as RPC 1.5(e)(2) says a lawyer may share a fee provided it is with a bar referral service. That is what it is. However, under any concept of statutory construction, that inconsistent provision conflicting so many RPCs that really it contradicts the entire fabric of them, (not to mention the RCW), provides no basis to effectively *nullify* every other RPC to perpetuate the conflict.

Instead, the obligation (if RPC 1.5(e)(2) is to be retained) *is to harmonize it*.[7] If a fee is to be shared, that must be done *in compliance with* the other RPCs: the fee must be proportional to the work done with the entity it is shared with. See RPC 1.5. And, it cannot be so much, as to constitute material "value" that is being paid for making the recommendation in exchange for a money payment or else it violates both RPC 7.2(c) and RCW 9.12.010, the anti-barratry statute; assuming it is even possible to harmonize a payment in exchange for a referral in contraction of the statute.

This court should reject the proposed amendments. And, it should consider the propriety of even continuing the existence of RPC 1.5(e)(2); it is a round peg shoved into a square hole that should not have been placed there at all.

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[7] Bank of Am., N.A. v. Owens, 173 Wn.2d 40, 53 (2011).

2. Discussion

A. THE CONDUCT IS UNETHICAL AND ILLEGAL

i. The Conduct Violates The RPCs

The fact the amendments are being proposed concedes the conduct is unethical under the RPCs. If not, there would be no reasons for the amendments. However, not only does the behavior violate the RPCs the proponents seek to amend, it violates other RPCs the amendments take no account of.

For instance, the conduct violates RPC 1.5(a)(1) prohibiting an attorney from entering an agreement for a fee that is not reflective of "the time and labor required."

RPC 1.5(a) does not require that the attorney keep the fee for a violation to lay. RPC 1.5(a) says "the lawyer shall not make an agreement for, charge, *or* collect an unreasonable fee.." (italics added). The term "or" is disjunctive; all terms need not be present, only one need be.[8]

RPC 1.5(a) thus prohibits "a lawyer (from) making an agreement for... an unreasonable fee..." Entering a fee agreement to pay an unreasonable fee, arising out of their own fee, is "making an agreement for... an unreasonable fee."

As an example, KCBA charges a whopping 20 percent contingent referral fee, calculated on the attorney's fee. Based on a standard one-third attorney contingent fee, that nets to approximately 6.6 percent of the client's gross recovery. On a meaningful case, such as a $300,000 case, that is a $20,000 contingent fee.[9] For doing nothing but making the referral. An attorney agreeing to pay that is plainly entering a fee agreement *not* reflective of "the time and labor required" to earn it.

I will not digress with a detailed discussion of why paying contingent referral fees of this nature have long been considered undesirable and therefore unethical. It is enough that they have and that these proposed amendments do not change that. They only seek to make it permissible for a few bar associations.

The inherent undesirability of attorneys cutting a person or entity in on a proverbial piece of the action to funnel cases raises a variety of undesirable side effects. It directly affects the attorney's duty to their client if they weigh the exorbitant 20 percent cut KCBA demands of the attorney's fee when giving advice to the client on whether to accept a settlement offer.

It constitutes an entanglement of an attorney's duties under RPCs 1.3, 1.4, and 2.1 (duties owed to the client to be diligent, communicate fairly and reasonably, and to exercise "independent" judgment); none of which the proposed amendments even recognize much less address.

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[8] "As a default rule, the word "or" does not mean "and" unless legislative intent clearly indicates to the contrary. Tesoro Ref. & Mktg. Co. v. State, Dep't of Revenue, 164 Wn.2d 310, 319, 190 P.3d 28, 33 (2008) (internal quotations in original).

[9] Without rounding, $19,800.

And fundamentally, it creates the appearance of paying for clients which brings discredit to the profession.

Most squarely, the proposed amendments also violate RPC 7.2(c) prohibiting an attorney for "giving anything of value to a person for recommending the lawyer's services." That is addressed in the section immediately below.

None of that is changed by who the unearned contingency fees are paid to because it is not *who* the unearned fee is being paid to that causes the harm; the effect on the attorney's duty to their client has already taken place when the fee is paid.

Saying an attorney need not join one of those referral panels is no response. Some will. And, some always will, because some will think a lesser fee is better than no fee. The problem remains.

ii. The Conduct Violates Statute And Constitutes Barratry

Even if this court were willing to look the other way as to its own RPCs, the proposed amendments violate the barratry statute at RCW 9.12.010. See Danzig v. Danzig, 79 Wn.App. 612, 618 (1995) (Agreements whereby one person agrees to recommend and direct clients to an attorney are "illegal, as to the lawyer, under RCW 9.12.010, Washington's barratry statute.") Such agreements are

> also in violation of RPC 7.2(c) which states a lawyer shall not give anything of value to a person for recommending the lawyer's services....Agreements which violate the Rules of Professional Conduct are contrary to public policy.

Id. Citing this Court's opinion in Belli v. Shaw, 98 Wn.2d 569, 578 (1983).

Ironically, the primary reason the proponents give to justify the amendments actually makes the violation of that statute and RPC 7.2(c) that much more-clear.

The proponents argue non-profit referral services are distinct from other referral services because they screen attorneys for experience and require them to have malpractice insurance: *they only provide those referral recommendations and direct clients to attorneys who meet their criteria.* That is quintessentially making a recommendation unless this court ignores plain meaning of the word "recommend." From the on-line Webster's Dictionary:

> [Recommend]: to present as worthy of acceptance or trial: to endorse as fit, worthy, or competent.[10]

TPCBA and KCBA both expressly promise that on their web site to potential clients.

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[10] https://www.merriam-webster.com/dictionary/recommend. 1/4/2021. See also the Oxford Dictionary on-line: Recommend: "[To] put forward (someone or something) with approval as being suitable for a particular purpose or role." (parenthesis in original).

From the King County Bar Association program web site:

> All of our lawyers are in good standing with the state bar association, have current insurance and have met very specific experience requirements. We have done the homework for you!

http://www.kcba.org/For-the-Public/Hire-a-Lawyer, 1/4/2012.

KCBA is providing its seal of approval – its recommendation – for the lawyers who agree to pay it a referral contingency fee. If that is not what KCBA was doing, it would not impose any requirements to be on the referral panel other than being a licensed attorney.

TPCBA makes a similar offer to the public and goes even further:

> Our goal is to make a referral for you with a lawyer knowledgeable in the area of law in which you have expressed a concern and in a location convenient to you.

https://www.tpcba.com/public/lawyer-referral-service/, 1/4/2021.

TPCBA promises to only make referrals, e.g., recommend, attorneys who paid for the service and who it has decided are sufficiently "knowledgeable in the area of law" the client needs and are at a "convenient" location.

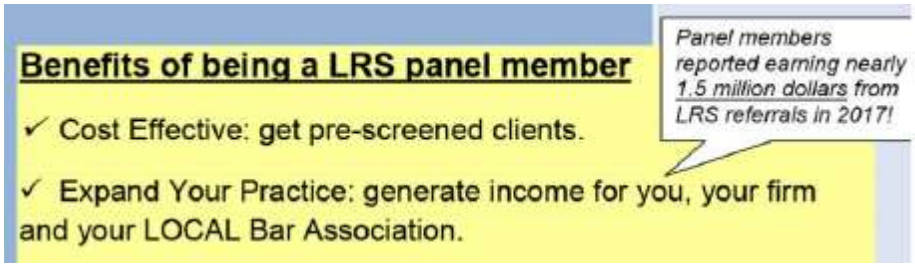
If the referral services established a screening criteria and did not charge a profit geared contingent referral fee paid by the lawyer in exchange for the referral that would *not* be barratry because there would be no exchange of value between the person making the recommendation and the attorney receiving it.

Or, *if* the services blindly provided a list of attorneys that would not constitute a recommendation. It would merely be passing along contacts.

Here however, the bar services establish criteria, weigh the candidates against it, they tell the potential clients they are screening candidates and will only recommend an attorney meeting those criteria, then they require the attorney to pay a contingency fee to be recommended to the potential client. They may call it a "referral." It is what it is: a recommendation in exchange for money. This court is committed to not "elevate substance over form." Turay, supra.

The proponents of the amendments might respond that doing those things is not making a recommendation because they make no warranty or guarantee as to actual ability much less a result. That is not worthy of weight. First, making a recommendation does not require making a guarantee. What the barratry statute prohibits – for good reason – is creating an economic incentive in identifying the particular lawyer. Danzig held that lays when there is an exchange of value. That is clearly present here. Second, clearly the services are making a recommendation when they promise to narrow a field of attorneys out of a larger field of the profession. It ignores reality to pretend otherwise.

Indeed, demonstrating these referral contingency fees are indeed about an exchange of value for the profit of both parties, TPCBA *explicitly markets this as a way to make money for it and attorneys:*



https://www.tpcba.com/resources-attorneys/lawyer-referral-program/, 1/4/2021.[11]

At the risk of repetition, these referral services are money makers. Where the money is going is not presently known and despite what the proponents of the amendments assert it is being used for, (pro bono services) the proposed amendments do *not* require it be spent in that manner. That alone should result in their rejection. That KCBA admits only an unknown portion of the fees are spent on pro bono work and TPCBA makes no linkage at all between the contingency fee it collects and pro bono makes that issue that much more clear. This court should not provide a blank check to bar associations to collect contingent referral fees with no restriction even if it is willing to adopt an "the ends justify the means" perspective; albeit, it should not do even that.

B. THERE IS NO COMPELLING NEED TO ALLOW NON-PROFIT ENTITIES TO ENGAGE IN BEHAVIOR THAT HAS LONG BEEN UNDERSTOOD TO BE UNDESIRABLE AND HENCE UNETHICAL

1. The Proposed Amendments Make A False Distinction Between Non-Profit and For-Profit Referral Services

The proposed amendments ask this court to allow "not-for-profit lawyer referral services" to engage in the behavior because they "provide unbiased referrals to lawyers with appropriate experience in a matter of the representation and afford other client protections, such as complaint procedures or malpractice insurance requirements." That does not make "not for profit lawyer referral services" unique.

(1) A for-profit service could adopt all the same vetting requirements. Or, a private person (what Danzig called a "runner") could impose the same requirements.

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[11] In candor, the web site also says the program is intended to "foster good public relations" and "simply the difficult task of finding a lawyer for an immediate legal problem..." But does it? Google will provide a list of lawyers within a subject matter area for free. Further, the web site does offer pro bono services. https://www.tpcba.com/public/free-legal-services/, 1/5/2021. That however is not the issue presented. The proponents represent these contingent referral fees unique fund pro bono services. If that is sufficient justification, whereas spending the contingent fees on social hours and networking would not be, the failure to specifically earmark all such fees only for pro bono service demonstrates their lack of propriety. Offering funding pro bono services as a justification, when some unknown amount is actually finding its way to them, if at all, fails to justify the rule amendments.

It is thus a false distinction to say nonprofit services should be allowed to engage in the behavior because they vette attorneys – *any service can do that*. And because any could, and if that is what is required to justify the behavior, *it should not matter whether it is done by a nonprofit or profit entity.* A for-profit entity or a person walking the street (a "runner") could agree to only make recommendations to attorneys with a certain level of experience and who have malpractice insurance.

Illustrating the truth of that, and as an independent reason why the proffered justifications are unpersuasive, (2) there is nothing in the proposed RPC or Comments *actually requiring* nonprofit agencies to engage in any type of attorney vetting or to only make referrals to attorneys with malpractice insurance to receive the benefit of the rule.

If performing that type of screening is what is *required* to make the otherwise unethical behavior acceptable, that the rule does not require it to take advantage of the rule renders this justification at best illusory.

As a final aside, if this court deems malpractice insurance to be that worthwhile as to allow contingent fees for recommendation services only if the attorneys have malpractice insurance, *that only demonstrates this Court should mandate malpractice insurance for all lawyers* – there is no reason to deprive clients who did not find their attorney by a referral service of that protection.

2. <u>There Is No Longer A Need For Community Based Referral Services</u>

The need for these types of referral services no longer exists. They serve no purpose other than to act as redundant search engine to provide a profit center to fund other activities of the entities.

The undersigned asks this court to take judicial notice of how potential clients *currently* find these referral services. *It is an internet search engine.* A potential client types in some type of subject matter, or the typical search of "lawyer near me," and a list of results pops up. All the bar association referral services identified above have *on-line* requests for a referral. The community-based referral service may pop up as a result along with direct websites of lawyers. A client who by happenstance clicks on the attorney referral link as opposed to an attorney's website may well be referred to one of the very attorneys that appeared in the same search result.

When potential clients had to resort to a phonebook, if they even had one assuming it had not been thrown out, community-based referral services filled a public need: a data base of local, available, attorneys. The proposed amendments' proponents ask this court to close its eyes to the fact that type of referral service is not needed given current technology. No doubt the referral services are making referrals. However, *that does not answer the question of whether they are needed*; whether a potential client would not find a lawyer without one. Much less does it answer the question of whether *they are so critical* that allowing contingency fees for referral is such a necessary evil as to outweigh the accepted harm of an unearned, disproportionate, contingency fee.

A person in need of an attorney can find for free, a virtually unlimited referral list with full contact information and practice areas via Google or any search engine.

If screening malpractice insurance is an issue as the proponents assert, that information is readily available on the WSBA web site. Also, that justification is understood to very soon be moot: it is anticipated this court is poised to either require malpractice insurance for all attorneys or mandate disclosure of an attorney not having it. In short, the reasons offered to justify the behavior, again, do not withstand scrutiny.

3. The Contingent Referral Fees Charged Are So Disproportionate To The Service Provided As To Constitute Gross-Overreaching And An Independent Ethics Violation

Charging an unearned fee is not made proper because the money is given to a non-profit.

As noted above, RPC 1.5(a)(1) requires a fee be proportionate to "the time and labor required" to earn it. Contingent fees are allowed because of the contingent nature of recovery. And, large contingent fees are tolerated because they inherently carry with them the need for increased time and risk of not being paid at all. See RPC 1.5.

However, contingent referral fees meet *none of those criteria.* No legal work is done. No risk is undertaken. Yet, the contingent fees charged by referral services can at times be extreme and given the fact no legal work is done and no risk taken, it can never be said they are proportionate to "the time and labor required" to have earned it. RPC 1.5(a). That is true regardless of the amount of the contingent referral fee charged. A lawyer agreeing to pay that form of attorney fee is making "an agreement for an unreasonable fee." They fact they are not keeping it, does not change that.

Additionally, the proponents of the amendments ignore that all the bar association referral programs charge the client directly for the actual cost of the referral, e.g., the amount that is proportionate to "the time and labor required" to have done the work. That is *in addition to* the contingent referral fee they charge.

Merely as illustration, KCBA charges the injured person up to $45 to provide a recommendation. https://www.kcba.org/For-the-Public/Hire-a-Lawyer, 1/4/2021. KCBA has thus determined the actual cost of the action: it is $45. The extra contingent fee demanded based on the outcome of the case is revealed for what it is.

If a fee is allowed, it should be for the work, time, and expense in making the referral. *That* type of cost might be viewed as not a "fee" at all. Seen in that light, it is merely the cost to research attorneys and provide a screened list with no consideration being paid to the attorney being recommended. However, taking a contingency fee out of the outcome is entirely different. There should be no tolerance for a back-door, unearned, disproportionate contingency fee so bar associations may have an unearned windfall.

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4. <u>The Proposed Amendments Tacitly Acknowledge These Problems But The Proposed Workarounds Do Not Solve Them</u>

Proposed Comment 6 to RPC 7.2 concedes the otherwise unethical nature of the conduct and their effects identified above by offering two workarounds; if not, there would be no need for the workarounds being proposed.

First, Comment 6 attempts to diminish the impact of agencies' contingent fee on clients by indicating it must be taken out of the attorney's fee.

Second, Comment 6 decrees "the fee paid by a client who is referred for the service, however, should not exceed the total charges that the client would have paid if the lawyer referral service was not involved."

Those workarounds reveal both the fallacy the amendments are based on and demonstrate their unfairness to the client.

First, the proponents of the amendments ignore *the entire recovery is the clients'*. Money is money. Resorting to the subterfuge of saying it is coming out of the attorney's fee does not change the fact it is still diminishing the client's recovery, contingent on the outcome. It also does nothing to obviate the damage to the attorney's independence, etc., as cited above. If anything, saying the contingent referral fee must come directly out of the attorney's fee (not that it makes any difference) actually exacerbates the harm to independence as identified above.

Second, the proponents seem to understand the foregoing by their second workaround that the "fee paid by the client" must be the same as if no "lawyer referral service" was involved. However, that relies on the false premise there is any, one specific fee a client might be charged to allow any person to determine what the client "would have paid if the lawyer referral service was not involved."

For example, in my firm we have a variety of fee structures. We follow the RPCs regarding advancing, but not agreeing to be responsible, for client costs. However, we offer a lower fee for clients willing to pay all their costs as they go. And, we have provided modified contingency fee agreements for all manner of fact specific reasons including reducing our standard fee percentage for a case that appears teed up for an easy and early settlement where taking a full contingent fee would be heavy handed and unfair to the client. I submit alternate, contingent fee agreements are typical of all firms.

Therefore, the notion there is an element of client protection against being charged a greater fee by Comment 6 simply decreeing the client cannot be charged more than "if the lawyer referral service was not involved," is fallacy because *there is no set fee structure to charge any particular client to begin with* to determine what *would have* been charged "if the lawyer service was not involved."

I accept the good faith of the proponents of the amendments. However, I respectfully suggest they are closing their eyes to reach a desired result. The provisions of Comment 6, which they implicitly concede are necessary to ameliorate the harmful effect on clients and the process in general caused by this

type of contingent fee on clients, does not in fact accomplish anything. And as it does not, the negative impact of the proposed amendments is not obviated.

I put it to the court: would the court tolerate a situation where a third-party vendor such as LegalZoom created a referral service collecting a 6 percent contingent fee on the client's recovery despite providing no legal services. It would not. Nor would the court tolerate an individual making a referral demanding that type of fee. The court in Danzig already held that is a "runner" agreement and it is illegal.

That is precisely what the bar associations want to do by the proposed amendments. They utilize euphemisms to distract from the import of the behavior to persuade this court they are not doing, what they are in fact doing. But, it is not simply the effect of their conduct is the same, the conduct is the same.

If the law would not tolerate LegalZoom (or any person) demanding a 6 percent contingency fee, or whatever percentage demanded to simply make a recommendation to a potential client of a specific lawyer, there is no justification to create an exception as carved out by the proposed amendments for bar association referral services because (1) the distinctions of non-profits requiring certain attorney qualifications and malpractice insurance are not distinctions because a for-profit entity or individual "runner" could require the same; (2) the reasons offered for the exceptions are nothing less than a 'the ends justify the means' argument and worse do not even accomplish the end the proponents assert will be achieved because KCBA and TPCBA *already* charge those fees, they are *not* earmarking them for their stated end (pro bono service), and *nothing* in the proposed rule requires them to change their practice to do so; and (3) none of the attempted workarounds obviate the harm they acknowledge exist.

It is true KCBA and TPCBA are *already* engaged in this behavior and it appears no one has given it a second thought. That does not make it right. It is hardly unusual in the law for a once well accepted practice, when actually examined, to be revealed as having been long flawed or out of step with present reality but no one noticed. That is true here as to KCBA and TPCBA.

I suggest any measured and objective evaluation of lawyer referral/recommendation services of this nature reveal they no longer serve a purpose. They are redundant of what injured parties may do for themselves with only a few seconds of effort. They cannot be squared with the RPCs or the RCW. And, the fact the proposed amendments would allow only nonprofit entities to engage in the behavior does not make the behavior acceptable. The fact KCBA and TPCBA have already been doing this provides no support to codify the practice.

I urge that this court *reject* the proposed amendments. I also urge that this court consider either abrogating RPC 1.5(e)(2) as fundamentally inconsistent with the very fabric of the RPCs or otherwise provide guidance, perhaps by Comment to RPC 1.5(e)(2), that any shared fee conform to the other relevant RPCs including but not limited to RPC 1.5 and 7.2(c).

Sincerely,

Dan'L W. Bridges

From:	OFFICE RECEPTIONIST, CLERK
To:	Linford, Tera
Subject:	FW: Comments to proposed rule
Date:	Wednesday, January 6, 2021 12:42:24 PM
Attachments:	Comment RPC 7.2 with signature.pdf

Rule comment ☺

From: Dan Bridges [mailto:dan@mcbdlaw.com]
Sent: Wednesday, January 6, 2021 12:39 PM
To: OFFICE RECEPTIONIST, CLERK <SUPREME@COURTS.WA.GOV>
Subject: Comments to proposed rule

Greetings:

I am attaching comments to a proposed rule. The comment period appears to close April 30.

Thank you for your kind assistance.

Thank you,
Dan

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