

## Committee on Disciplinary Rules and Referenda

### Agenda

**Date and Time:** Wednesday, April 3, 2024 – 10:00 a.m. CDT by Teleconference

**Join by Meeting Link:** <https://texasbar.zoom.us/j/84777075155>

**Or Join by Telephone:** 888-788-0099 (Toll Free); Meeting ID: 847 7707 5155

**View Meeting Agenda and Materials:** <https://www.texasbar.com/cdrr/participate>

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1. Call to Order; Roll Call
2. Comments from the Chair
3. Discussion and Possible Action: Approval of the Minutes of the Last Meeting (Bates Numbers 000003 – 000004)
4. Discussion and Possible Action: Proposed Rule 1.04. Fees, Texas Disciplinary Rules of Professional Conduct (TDRPC) (Bates Numbers 000005 – 000011)

*Consider Possible Publication of Proposed Rule Amendments in the Texas Bar Journal and Texas Register; Consider Possible Amendments to and Recommendation of Comments to Proposed Rule*

5. Discussion and Possible Action: Proposed Rule 1.14. Safekeeping Property, TDRPC (Bates Numbers 000005 – 000011)

*Consider Possible Publication of Proposed Rule Amendments in the Texas Bar Journal and Texas Register; Consider Possible Amendments to and Recommendation of Comments to Proposed Rule*

6. Discussion: 2024 Rules Vote (Referendum Ordered by Supreme Court of Texas) (Bates Numbers 000012 – 000013)
7. Agenda Items for Next Meeting (Bates Numbers 000014 – 000021)

8. Adjourn

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days prior to the scheduled meeting so that appropriate arrangements can be made. Individuals with speech or hearing disabilities can contact Ms. Low by routing through Relay Texas at phone number 7-1-1 or another designated phone number provided at [relaytexas.com](http://relaytexas.com).

**MEETING OF THE  
COMMITTEE ON DISCIPLINARY RULES AND REFERENDA**

February 7, 2024  
By Teleconference

**MINUTES**

**CALL TO ORDER OF THE MEETING AND ROLL CALL**

Chair Kinard called the meeting to order at 10:00 a.m. CST. Mr. Squires called the roll, and a quorum was present.

Members Present: Chair M. Lewis Kinard; Timothy D. Belton; Amy Bresnen; Scott Brumley; Robert Denby; Judge Phyllis Gonzalez; Jennifer Hasley; April Lucas; and Karen Nicholson.

State Bar of Texas Staff Present: Cory Squires, Staff Liaison; and Andrea Low, Disciplinary Rules and Referenda Attorney.

**COMMENTS FROM THE CHAIR**

Chair Kinard welcomed everyone to the meeting and thanked all who called in for their participation. He explained the Committee's purpose and mandate, directed the public to the Committee's website to find information about the Committee, and encouraged the public to participate in the process.

**APPROVAL OF THE MINUTES OF THE LAST MEETING**

Ms. Bresnen moved to approve the Minutes of the January 10, 2024, meeting. Mr. Brumley seconded the motion. The motion carried unanimously.

**RULES 1.04 AND 1.14. FEES.  
TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT**

Ms. Bresnen, on behalf of the subcommittee, asked that the Committee pass on this item.

**RULES VOTE 2024  
(REFERENDUM ORDERED BY SUPREME COURT OF TEXAS)**

The Committee noted that State Bar staff are: 1) tracking requests for presentations on the rule proposals; 2) providing support for presentations to local bar associations, Continuing Legal Education webinars, and educational videos; and 3) publishing information on Rules Vote 2024 in the March and April 2024 issues of the Texas Bar Journal.

### **AGENDA ITEMS FOR FUTURE MEETINGS**

The Committee members had no items to add to the agenda for the April 3, 2024, meeting.

The Chair reminded those watching or listening that they may send recommendations for rule initiation to the Committee. The email address is [cdr@texasbar.com](mailto:cdr@texasbar.com) and the website is [www.texasbar.com/cdr](http://www.texasbar.com/cdr).

### **ADJOURNMENT**

Ms. Nicholson moved to adjourn the meeting. Ms. Bresnen seconded the motion. The motion carried unanimously. The meeting was adjourned at 10:12 a.m. CST.

DRAFT

MEMO TO MEMBERS, CDRR  
 FROM: Claude Ducloux  
 RE: Flat Fees, Retainers, and Use of Trust Accounts  
 DATE: September 19, 2023

### Rule Proposals to Clarify the Acceptance of Flat Fees

Purpose: to resolve and clarify three fee related issues for Texas Lawyers:

1. There is substantial disagreement in Texas about flat fees and whether such fees may be immediately deposited into the lawyer's operating account, or must instead be deposited into the lawyer's trust account, and only transferred to the lawyer upon performing all or appropriately related "stages" of the legal services.
2. To clarify that flat fees ARE legal, and may be deposited into operating accounts with the clients waiver and consent.
3. Similarly, lawyers often consider prepaid fees intended to be held in trust prior to being earned to be "retainers." Modern definitions of retainers mean fees earned upon payment based upon the promised availability of the lawyer during a given period of time. A true retainer is NOT part of payment for future services, and thus need not be held in trust.

I have drafted for your review, rule additions and proposed comments to address and clarify:

- Flat fees are permitted, but may not be "non-refundable," (except for true retainers) as the client must be protected if the lawyers failed to complete the tasks or is terminated prior to the completion of the tasks.
- Retainers are properly defined.
- Flat fees may be directly deposited into the lawyers operating accounts upon the disclosure of the rule to the client, and the clients waiver of depositing the flat fee in trust.

I have, for reference, included two other states' more modern rules (Minnesota and California) addressing the ability to charge flat fees, defining retainers, and the prohibition against non-refundability. Adopting similar provisions and clarifications in Texas would be extremely helpful to lawyers, and resolve vagueness and ambiguities of current Texas rules.

Our proposal is:

First, to confirm that a lawyer may charge a flat fee, and that it can be paid totally in advance, And under new proposed section 1.04 (j) to once and for all define "retainer" to avoid future confusion.

Next, to direct lawyers, via amendments to TX Rule 1.14, how that Flat fee should be handled and deposited, based upon the agreements of the lawyer and client outlined in these new rules.

**Proposed NEW subsection (i) to Rule 1.04 (Fees) (Flat Fees permitted)**

(i) A lawyer may make an agreement for, charge, or collect a flat fee for specified legal services. A flat fee is a fixed amount that constitutes complete payment for the performance of described services regardless of the amount of work ultimately involved, and which may be paid in whole or in part in advance of the lawyer providing those services.

**Proposed NEW subsection (j) to Rule 1.04 (Fees) (Retainer defined)**

(j) A lawyer may make an agreement for, charge, or collect a fee that is denominated as “earned on receipt” or “non-refundable,” or in similar terms, only if the fee is a true retainer and the client agrees in writing after disclosure that the client will not be entitled to a refund of all or part of the fee charged. A true retainer is a fee that a client pays to a lawyer to ensure the lawyer’s availability to the client during a specified period or on a specified matter, but not to any extent as compensation for legal services performed or to be performed.

Now let’s turn to how flat fee agreement should be documented:

*Intent: requiring the lawyer to disclose that fees generally should be deposited to trust, and allowing the parties to waive that requirement. Disclosure must be made in writing, and if the flat fee exceeds \$1000, the client must agree in writing. In either event, the lawyer shall disclose that the fee is subject to appropriate refund if the legal services are not performed. Thus: No non-refundable fees allowed.*

**Proposed NEW subsection (c) to Rule 1.14 (Fees) (Handling Flat Fees)**

(c) Notwithstanding paragraph (b), a flat fee paid in advance for legal services may be deposited in a lawyer’s or law firm’s operating account, provided:

- (1) the lawyer or law firm discloses to the client in writing (i) that the client has a right under paragraph (b) to require that the flat fee be deposited in an identified trust account until the fee is earned, and (ii) that the client is entitled to a refund of any amount of the fee that has not been earned in the event the representation is terminated or the services for which the fee has been paid are not completed; and
- (2) if the flat fee exceeds \$1,000.00, the client’s agreement to deposit the flat fee in the lawyer’s operating account and the disclosures required by paragraph (c)(1) are set forth in a writing signed by the client.

[Existing subparagraph (c) would re-numbered (d)]

Proposed New Comment 4:

[4] Absent written disclosure and the client’s agreement in a writing signed by the client as provided in paragraph (c), a lawyer must deposit a flat fee paid in advance of legal services in the lawyer’s trust account. Paragraph (c) does not apply to advance payment for costs and expenses. Paragraph (c) does not alter the lawyer’s obligations under paragraph (d) or the lawyer’s burden to establish that the fee has been earned.

[Existing comments [4] and [5] would be renumbered [5] and [6].]

### References

#### Existing Texas DRPC Rule 1.14. Safekeeping Property

(a) A lawyer shall hold funds and other property belonging in whole or in part to clients or third persons that are in a lawyer's possession in connection with a representation separate from the lawyer's own property. Such funds shall be kept in a separate account, designated as a “trust” or “escrow” account, maintained in the state where the lawyer's office is situated, or elsewhere with the consent of the client or third person. Other client property shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be kept by the lawyer and shall be preserved for a period of five years after termination of the representation.

(b) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except as stated in this rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property.

(c) When in the course of representation a lawyer is in possession of funds or other property in which both the lawyer and another person claim interests, the property shall be kept separate by the lawyer until there is an accounting and severance of their interest. All funds in a trust or escrow account shall be disbursed only to those persons entitled to receive them by virtue of the representation or by law. If a dispute arises concerning their respective interests, the portion in dispute shall be kept separated by the lawyer until the dispute is resolved, and the undisputed portion shall be distributed appropriately.

Related Comment in Texas Rules:

...

2. Lawyers often receive funds from third parties from which the lawyer's fee will be paid.

These funds should be deposited into a lawyer's trust account. If there is risk that the client may divert the funds without paying the fee, the lawyer is not required to remit the portion from which the fee is to be paid. However, a lawyer may not hold funds to coerce a client into accepting the lawyer's contention. The disputed portion of the funds should be kept in trust and the lawyer should suggest means for prompt resolution of the dispute, such as arbitration. The undisputed portion of the funds should be promptly distributed to those entitled to receive them by virtue of the representation. A lawyer should not use even that portion of trust account funds due to the lawyer to make direct payment to general creditors of the lawyer or the lawyer's firm, because such a course of dealing increases the risk that all the assets of that account will be viewed as the lawyer's property rather than that of clients, and thus as available to satisfy the claims of such creditors. When a lawyer receives from a client monies that constitute a prepayment of a fee and that belongs to the client until the services are rendered, the lawyer should handle the fund in accordance with paragraph (c). After advising the client that the service has been rendered and the fee earned, and in the absence of a dispute, the lawyer may withdraw the fund from the separate account. Paragraph (c) does not prohibit participation in an IOLTA or similar program.

### **Compare Texas Rule to Newer rules in other jurisdictions:**

#### **Contracting for, and Use of Trust Account for Flat Fees**

##### **California Rules 1.5 (d) and (e)**

(d) A lawyer may make an agreement for, charge, or collect a fee that is denominated as "earned on receipt" or "non-refundable," or in similar terms, only if the fee is a true retainer and the client agrees in writing after disclosure that the client will not be entitled to a refund of all or part of the fee charged. A true retainer is a fee that a client pays to a lawyer to ensure the lawyer's availability to the client during a specified period or on a specified matter, but not to any extent as compensation for legal services performed or to be performed.

(e) A lawyer may make an agreement for, charge, or collect a flat fee for specified legal services. A flat fee is a fixed amount that constitutes complete payment for the performance of described services regardless of the amount of work ultimately involved, and which may be paid in whole or in part in advance of the lawyer providing those services.

#### **Relevant Comments to the above Rule subsections:**

##### **Payment of Fees in Advance of Services**

...



[2] Rule 1.15(a) and (b) govern whether a lawyer must deposit in a trust account a fee paid in advance.

[3] When a lawyer-client relationship terminates, the lawyer must refund the unearned portion of a fee. (See rule 1.16(e)(2).)

**California Rules 1.15 (a) and (b)**

(Rule Approved by the Supreme Court, Effective January 1, 2023)

(a) All funds received or held by a lawyer or law firm for the benefit of a client, or other person to whom the lawyer owes a contractual, statutory, or other legal duty, including advances for fees, costs and expenses, shall be deposited in one or more identifiable bank accounts labeled “Trust Account” or words of similar import, maintained in the State of California, or, with written consent of the client, in any other jurisdiction where there is a substantial relationship between the client or the client’s business and the other jurisdiction.

(b) Notwithstanding paragraph (a), a flat fee paid in advance for legal services may be deposited in a lawyer’s or law firm’s operating account, provided:

- (1) the lawyer or law firm discloses to the client in writing (i) that the client has a right under paragraph (a) to require that the flat fee be deposited in an identified trust account until the fee is earned, and (ii) that the client is entitled to a refund of any amount of the fee that has not been earned in the event the representation is terminated or the services for which the fee has been paid are not completed; and
- (2) if the flat fee exceeds \$1,000.00, the client’s agreement to deposit the flat fee in the lawyer’s operating account and the disclosures required by paragraph (b)(1) are set forth in a writing signed by the client.

**Comments (related to above rule):**

[3] Absent written disclosure and the client’s agreement in a writing signed by the client as provided in paragraph (b), a lawyer must deposit a flat fee paid in advance of legal services in the lawyer’s trust account. Paragraph (b) does not apply to advance payment for costs and expenses. Paragraph (b) does not alter the lawyer’s obligations under paragraph (d) or the lawyer’s burden to establish that the fee has been earned.

**MINNESOTA RULE 1.5(b) - incorporates retainer, flat fees, and non-refundability**

...

(b) The scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate. Any changes in the basis or rate of the fee or expenses shall also be communicated to the client. Except as provided below, fee payments received by a lawyer before legal services have been rendered are presumed to be unearned and shall be held in a trust account pursuant to Rule 1.15.

(1) A lawyer may charge a flat fee for specified legal services, which constitutes complete payment for those services and may be paid in whole or in part in advance of the lawyer providing the services. If agreed to in advance in a written fee agreement signed by the client, a flat fee shall be considered to be the lawyer's property upon payment of the fee, subject to refund as described in Rule 1.5(b)(3). Such a written fee agreement shall notify the client:

- (i) of the nature and scope of the services to be provided;
- (ii) of the total amount of the fee and the terms of payment;
- (iii) that the fee will not be held in a trust account until earned;
- (iv) that the client has the right to terminate the client-lawyer relationship;  
and
- (v) that the client will be entitled to a refund of all or a portion of the fee if the agreed-upon legal services are not provided.

(2) *[Minnesota's definition of "retainer" -C.D.]* A lawyer may charge a fee to ensure the lawyer's availability to the client during a specified period or on a specified matter in addition to and apart from any compensation for legal services performed. Such an availability fee shall be reasonable in amount and communicated in a writing signed by the client. The writing shall clearly state that the fee is for availability only and that fees for legal services will be charged separately. An availability fee may be considered to be the lawyer's property upon payment of the fee, subject to refund in whole or in part should the lawyer not be available as promised.

(3) *[Prohibition against non-refundable fees]* Fee agreements may not describe any fee as nonrefundable or earned upon receipt but may describe the advance fee payment as the lawyer's property subject to refund. Whenever a client has paid a flat fee or an availability fee pursuant to Rule 1.5(b)(1) or (2) and the

lawyer-client relationship is terminated before the fee is fully earned, the lawyer shall refund to the client the unearned portion of the fee. If a client disputes the amount of the fee that has been earned, the lawyer shall take reasonable and prompt action to resolve the dispute.

**From:** [Andrea Low](#)  
**To:** [REDACTED]  
**Cc:** [rulesvote](#)  
**Subject:** Texas Rules Vote Rule 1.00 Question  
**Date:** Wednesday, March 27, 2024 5:33:00 PM  
**Attachments:** [image001.png](#)

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Dear Mr. Herman:

Thank you for contacting the Committee on Disciplinary Rules and Referenda. We believe that these are the interpretive comments you are referring to:

2. Whether two or more lawyers constitute a firm can depend on the specific facts. For example, two practitioners who share office space and occasionally consult or assist each other ordinarily would not be regarded as constituting a firm. However, if they present themselves to the public in a way that suggests that they are a firm or conduct themselves as a firm, they should be regarded as a firm for purposes of the Rules. The terms of any formal agreement between associated lawyers are relevant in determining whether they are a firm, as is the fact that they have mutual access to information concerning the clients they serve. Furthermore, it is relevant in doubtful cases to consider the underlying purpose of the Rule that is involved. A group of lawyers could be regarded as a firm for purposes of the Rule that the same lawyer should not represent opposing parties in litigation, while it might not be so regarded for purposes of the Rule that information acquired by one lawyer is attributed to another.

3. With respect to the law department of an organization, including the government, there is ordinarily no question that the members of the department constitute a firm within the meaning of the Rules of Professional Conduct. There can be uncertainty, however, as to the identity of the client. For example, it may not be clear whether the law department of a corporation represents a subsidiary or an affiliated corporation, as well as the corporation by which the members of the department are directly employed. A similar question can arise concerning an unincorporated association and its local affiliates.

4. Similar questions can also arise with respect to lawyers in legal aid and legal services organizations. Depending upon the structure of the organization, the entire organization or different components of it may constitute a firm or firms for purposes of these Rules.

These comments were drafted by the CDRR as an explanation of proposed Rule 1.00, TDRPC, during the rule proposal process. However, the Supreme Court of Texas alone adopts comments to the disciplinary rules after the Bar membership votes in the referendum, and the court may clarify or amend (or reject) the CDRR's proposed headings and comments.

I will circulate your email to the CDRR members for their consideration at their meeting on April 3, 2024.

Please do not hesitate to call me if you have further questions. Thank you once again for your interest and participation.

Sincerely,

Haksoon Andrea Low  
 Disciplinary Rules and Referenda Attorney  
 Committee on Disciplinary Rules and Referenda  
 State Bar of Texas  
 P.O. Box 12487  
 Austin, Texas 78711-2487  
 (512) 427-1323 – office  
 (737) 465-3851 – mobile



**From:** [REDACTED]  
**Date:** Wednesday, March 27, 2024 at 2:11 PM  
**To:** rulesvote <[rulesvote@TEXASBAR.COM](mailto:rulesvote@TEXASBAR.COM)>  
**Subject:** Rules Vote Comment: Texas Rules Vote Rule 1.00 Question

**\* State Bar of Texas External Message \* - Use Caution Before Responding or Opening Links/Attachments**

#### Contact

<b>First Name</b>	Michael
<b>Last Name</b>	Herman
<b>Email</b>	[REDACTED]
<b>Member</b>	Yes
<b>Barcard</b>	24015128

#### Feedback

<b>Subject</b>	Texas Rules Vote Rule 1.00 Question
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#### Comments

Why does the Comment on ""confirmed in writing" have paragraphs 2-4. Those paragraphs seem to relate to a different rule or at least not relate to the defined term.

**REVIEW OF TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND  
TEXAS RULES OF DISCIPLINARY PROCEDURE**

**Rules the CDRR considered, published, and recommended to the Board:**

Texas Disciplinary Rules of Professional Conduct

- Terminology – amended and proposed as Rule 1.00, TDRPC, Ballot Item A (2024)
- Rule 1.01. Competent and Diligent Representation, TDRPC – rejected by the Board (2020)
- Rule 1.02. Scope and Objectives of Representation, TDRPC – amended (2021)
- Rule 1.03. Communication, TDRPC – amended (comments only) (2021)
- Rule 1.05. Confidentiality of Information, TDRPC – amended (2021)
- Rule 1.08. Conflict of Interest: Prohibited Transactions, TDRPC – Ballot Item B (2024)
- Rule 1.09. Conflict of Interest: Former Client. TDRPC – Ballot Item C (2024)
- Rule 1.10. Imputation of Conflicts of Interest: General Rule (subject to renumbering), TDRPC – Ballot Item D (2024)
- Rule 1.15. Declining or Terminating Representation, TDRPC – amended (comments only) (2021)
- Rule 1.16. Clients with Diminished Capacity, TDRPC – added (2021)
- Rule 1.18. Duties to Prospective Client, TDRPC – Ballot Item E (2024)
- Rule 3.09. Special Responsibilities of a Prosecutor, TDRPC – Ballot Item F (2024)
- Rule 4.03. Dealing With Unrepresented Persons, TDRPC – Ballot Item G (2024)
- Rule 4.04. Respect for Rights of Third Persons, TDRPC – rejected by the Board (2023)
- Rule 5.01. Responsibilities of a Partner or Supervisory Lawyer, TDRPC – Ballot Item H (2024)
- Rule 5.05. Unauthorized Practice of Law; Remote Practice of Law, TDRPC – Ballot Item I (2024)
- Rule 6.05. Conflict of Interest Exceptions for Nonprofit and Limited Pro Bono Legal Services, TDRPC – amended (2021)
- Rule 7.01. Communications Concerning a Lawyer’s Services, TDRPC – amended (2021)
- Rule 7.02. Advertisements, TDRPC – amended (2021)
- Rule 7.03. Solicitation and Other Prohibited Communications, TDRPC - amended (2021)

Rule 7.04. Filing Requirements for Advertisements and Solicitation Communications, TDRPC - amended (2021)

Rule 7.05. Communications Exempt from Filing Requirements, TDRPC - amended (2021)

Rule 7.06. Prohibited Employment, TDRPC – amended (2021)

Rule 7.07. Filing Requirements for Public Advertisements and Written, Recorded, Electronic, or Other Digital Solicitations, TDRPC – deleted (2021)

Rule 8.03. Reporting Professional Misconduct, TDRPC – amended (2021)

Rule 8.05. Jurisdiction, TDRPC – Ballot Item J (2024)

Rule 8.06. Choice of Law, TDRPC – Ballot Item K (2024)

#### Texas Rules of Disciplinary Procedure

Rule 1.06. Definitions, TRDP – amended (2021, 2023)

Rule 2.10. Classification of Grievances, TRDP – amended (2023)

Rule 2.17. Evidentiary Hearings, TRDP – amended (2023)

Rule 3.01. Disciplinary Petition TRDP – amended (2021)

Rule 3.02. Assignment of Judge, TRDP – amended (2021)

Rule 3.03. Filing, Service and Venue, TRDP – amended (2021)

Rule 7.08. Powers and Duties, TRDP – amended (2023)

Rule 7.11. Judicial Review, TRDP – amended (2023)

Rule 9.01. Orders From Other Jurisdictions, TRDP – amended (2021)

Rule 13.04. Voluntary Appointment of Custodian Attorney for Cessation of Practice, TRDP – added (2021)

Rule 13.05. Termination of Custodianship, TRDP – Ballot Item L (2024)

**Rules the CDRR considered and initiated, but did not recommend to the Board:**Texas Disciplinary Rules of Professional Conduct

Rule 1.04. Fees, TDRPC – after initiation, the CDRR did not vote to publish a rule proposal (2023)

Rule 1.11. Screening of Conflicts for a Public Defender’s Office (subject to renumbering), TDRPC – after initiation, the CDRR did not vote to publish a rule proposal (2023)

Rule 1.14. Safekeeping Property, TDRPC – after initiation, the CDRR did not vote to publish a rule proposal (2023)

Rule 1.17. Sale of Law Practice, TDRPC – after initiation, publication, and public hearing, the CDRR did not vote to recommend the rule proposal to the Board (2020)

Rule 4.01. Truthfulness in Statements to Others, TDRPC – after initiation, the CDRR did not vote to publish a rule proposal (2023)

Rule 4.02. Communication with One Represented by Counsel, TDRPC – after initiation, the CDRR did not vote to publish a rule proposal (2023)



**Rules the CDRR considered, but did not vote to initiate:**Texas Disciplinary Rules of Professional Conduct

Preamble: Scope, TDRPC (2023)

Rule 3.06. Maintaining Integrity of Jury System, TDRPC (2019)

Rule 5.02. Responsibilities of a Supervised Lawyer, TDRPC (2022)

Rule 5.03. Responsibilities Regarding Nonlawyer Assistants, TDRPC (2022)

Rule 5.04. Professional Independence of a Lawyer, TDRPC (2022)

Rule 5.08. Prohibited Discriminatory Activities, TDRPC (2020)

Rule 8.04. Misconduct, TDRPC (2020)

**Rules the CDRR has not yet considered:**Texas Disciplinary Rules of Professional Conduct

- Rule 1.06. Conflict of Interest: General Rule, TDRPC
- Rule 1.07. Conflict of Interest: Intermediary, TDRPC
- Rule 1.11. Adjudicatory Official or Law Clerk, TDRPC
- Rule 1.12. Organization as a Client, TDRPC
- Rule 1.13. Conflicts: Public Interests Activities, TDRPC
- Rule 2.01. Advisor, TDRPC
- Rule 2.02. Evaluation for Use by Third Persons, TDRPC
- Rule 3.01. Meritorious Claims and Contentions, TDRPC
- Rule 3.02. Minimizing the Burdens and Delays of Litigation, TDRPC
- Rule 3.03. Candor Toward the Tribunal, TDRPC
- Rule 3.04. Fairness in Adjudicatory Proceedings, TDRPC
- Rule 3.05. Maintaining Impartiality of Tribunal, TDRPC
- Rule 3.07. Trial Publicity, TDRPC
- Rule 3.08. Lawyer as Witness, TDRPC
- Rule 3.10. Advocate in Nonadjudicative Proceedings, TDRPC
- Rule 5.06. Restrictions on Right to Practice, TDRPC
- Rule 6.01. Accepting Appointments by a Tribunal, TDRPC
- Rule 8.01. Bar Admission, Reinstatement, and Disciplinary Matters, TDRPC
- Rule 8.02. Judicial and Legal Officials, TDRPC
- Rule 9.01. Severability, TDRPC

Texas Rules of Disciplinary Procedure

## Part I. General Rules

- Rule 1.01. Citation, TRDP
- Rule 1.02. Objective of the Rules, TRDP
- Rule 1.03. Construction of the Rules, TRDP
- Rule 1.04. Integration and Concurrent Application of the Rules, TRDP

Rule 1.05. Texas Disciplinary Rules of Professional Conduct, TRDP

Part II. The District Grievance Committees

Rule 2.01. Disciplinary Districts and Grievance Committee Subdistricts, TRDP

Rule 2.02. Composition of Members, TRDP

Rule 2.03. Time for Appointment and Terms, TRDP

Rule 2.04. Organizational Meeting of Grievance Committees, TRDP

Rule 2.05. Oath of Committee Members, TRDP

Rule 2.06. Assignment of Committee Members, TRDP

Rule 2.07. Duties of Committees, TRDP

Rule 2.08. Expenses, TRDP

Rule 2.09. Notice to Parties, TRDP

Rule 2.11. Venue, TRDP

Rule 2.12. Investigation and Determination of Just Cause, TRDP

Rule 2.13. Summary Disposition Setting, TRDP

Rule 2.14. Proceeding Upon a Determination of Just Cause, TRDP

Rule 2.15. Election, TRDP

Rule 2.16. Confidentiality, TRDP

Rule 2.18. Terms of Judgment, TRDP

Rule 2.19. Restitution, TRDP

Rule 2.20. Notice of Decision, TRDP

Rule 2.21. Post Judgment Motions, TRDP

Rule 2.22. Probated Suspension-Revocation Procedure, TRDP

Rule 2.23. Appeals by Respondent or Commission, TRDP

Rule 2.24. No Supersedeas, TRDP

Rule 2.25. Disposition on Appeal, TRDP

Rule 2.26. Remand to Statewide Grievance Committee Panel, TRDP

Rule 2.27. Appeal to Supreme Court of Texas, TRDP

Part III. Trial in District Court

Rule 3.04. Answer of the Respondent, TRDP

Rule 3.05. Discovery, TRDP

Rule 3.06. Trial by Jury, TRDP

Rule 3.07. Trial Setting, TRDP

Rule 3.08. Additional Rules of Procedure in the Trial of Disciplinary Actions, TRDP

Rule 3.09. Judgment, TRDP

Rule 3.10. Terms of Judgment, TRDP

Rule 3.11. Restitution, TRDP

Rule 3.12. Probation Suspension-Revocation Procedure, TRDP

Rule 3.13. No Supersedeas, TRDP

Rule 3.14. Exemption from Cost and Appeal Bond, TRDP

Rule 3.15. Appeals. TRDP

Part IV. The Commission For Lawyer Discipline

Part V. Chief Disciplinary Counsel

Part VI. Public Information And Access

Part VII. Board Of Disciplinary Appeals

Rule 7.01. Membership, TRDP

Rule 7.02. Initial Appointments, TRDP

Rule 7.03. Election of Officers, TRDP

Rule 7.04. Oath of Committee Members, TRDP

Rule 7.05. Quorum, TRDP

Rule 7.06. Compensation and Expenses, TRDP

Rule 7.07. Recusal and Disqualification of Members, TRDP

Rule 7.09. Meetings, TRDP

Rule 7.10. Conference Calls, TRDP

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