



CHICAGO TITLE INSURANCE COMPANY

Nuts & Bolts of Title Insurance

CHART:

Relevant Ethics Opinions, Guidelines & Authorized Practice Opinions Regarding The Real Estate Closing Process in North Carolina

NOTE: Revised Rules of Professional Conduct (2003), Ethics Opinions (RPC's, FEO's, some CPR's), as well as Proposed Formal Ethics Opinions are available directly from the State Bar web site at <https://www.ncbar.gov/for-lawyers/ethics/adopted-opinions/>

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NOTES:

CPR: Ethics Opinion based upon Code of Professional Responsibility (in effect until December 31, 1985) (NOTE: A few are no longer available on-line, so are provided for informational purposes only.)

RPC: Ethics Opinion based upon Rules of Professional Conduct (January 1, 1986, until July 24, 1997)

FEO: Formal Ethics Opinion, based upon Revised Rules of Professional Conduct (July 24, 1997, substantially revised effective February 27, 2003)

NOTE: Text of most opinions are available on Chicago Title's North Carolina web site @ <https://www.northcarolina.ctic.com/legalarticles.htm> under "Ethics"

Topic	Rule	Comments:
Approved Attorneys and Lenders	CPR 104	Lender approved attorney lists
	CPR 108	Where a lending institution over an extended period of time advises all borrowers that it will accept title certificates only from a specified lawyer, when other qualified lawyers are readily available, and the lawyer knows of this practice, it is unethical for him to accept employment as a result of such requirement by the lender.
	CPR 342	Attorney should not acquiesce in the request of Lender to obtain title insurance from Company X when Attorney knows that the Lender's insistence upon Company X is a violation of N.C.G.S. 75-17.
	CPR 369	<i>Opinion rules that attorney may close loan when lender suggests particular title insurance company.</i>
	RPC 40	Lender Preparation of Closing Documents <i>Opinion rules that for the purposes of a real estate transaction, an attorney may, with proper notice to the borrower, represent only the lender, and that the lender may prepare the closing documents.</i>
	RPC 41	Lender Preparation of Closing Documents <i>Opinion rules that for the purposes of a real estate transaction, an attorney may, with proper notice to the borrower, represent only the lender, and that the lender may prepare the closing documents.</i>
	RPC 57	Participation as an Approved Attorney <i>Opinion rules that a lawyer may agree to be on a list of attorneys approved to handle all of a lender's title work.</i>
	2013 Formal Ethics Opinion 14	Representation of Parties to a Commercial Real Estate Loan Closing <i>Opinion rules that common representation in a commercial real estate loan closing is, in most instances, a "nonconsentable" conflict meaning that a lawyer may not ask the borrower and the lender to consent to common representation.</i>

CPA and attorney – combined practice	<u>2000 Formal Ethics Opinion 9</u>	Legal Services and Accounting Services from Same Office <i>Opinion explores the situations in which a lawyer who is also a CPA may provide legal services and accounting services from the same office.</i>
Clients and Conflicts of Interest	CPR 11	Opinion rules that it is not improper or unethical for the lawyer to accept the client’s proposal to convey to attorney an interest in the land as fee for title examination and additional contingent fee upon successful completion of his title clearance work (possibly including litigation).
	CPR 14	Opinion rules that a lawyer shall not knowingly assist a person or organization that recommends, furnishes or pays for legal services to promote the use of his services – such as developer pressuring lenders and purchasers to use the developer’s attorney in a way that leads the officials to the lending institutions to think that if the legal work is not given to this lawyer, ‘A’ will go else where for financing.
	<u>CPR 100</u>	It is not unethical for a lawyer to represent the borrower, the seller and the in the usual residential loan transaction, subject to certain conditions and disclosures.
	CPR 184	It is unethical for an attorney to write brokers in the area in which he practices to advise them of his rates for home loan closings and title searches.
	CPR 236	It is unethical for a lawyer to certify title or issue a title opinion on real property in a sale or loan transaction in which the issuing lawyer or any member of the firm has a beneficial interest except in those transactions in which his beneficial interest consists of an equity ownership in a publicly held corporation, a savings and loan association, or a credit union. (Expressly repealing CPR’s 102, 124, 196 and 198)
	CPR 246	Attorney with beneficial interest in privately held corporation may not certify title on real property bought or sold by the corporation to a third party but may examine and certify titles for the use of the corporation only.
	CPR 247	Attorney is barred from performing title searches and handling loan closings on for property sold by his realtor-spouse only if the employment is the result of regular or officious recommendations by the spouse that the attorney be employed to perform the title search and handle the loan closing.
	<u>CPR 254</u>	If a lawyer owns real property which he is <i>selling</i> or has a beneficial interest in a corporation, partnership or other entity which is selling real property, it is unethical for him or a member of his law firm to certify title or issue a title opinion in connection with the <i>sales</i> transaction. If a lawyer is purchasing (or has a beneficial interest in an entity purchasing) real property or obtaining a loan, he may certify title, if the attorney fully discloses his beneficial interest to all parties to whom he is certifying the title. (Modifying CPR 236 and CPR 246 above)

	CPR 275	Attorney owning 1/3 interest as shareholder in mortgage brokerage corporation may certify title of unrelated borrower from corporation.
	CPR 302	Where Attorney has a beneficial interest in the property being sold, Attorney may not certify title or represent the purchase in any way.
	<u>RPC 9</u>	Representation of Lenders and Borrowers by Corporate House Counsel <i>Opinion states that house counsel for a mortgage bank may not represent other lenders and borrowers while serving as house counsel.</i>
	<u>RPC 32</u>	Editor's Note: This opinion was originally published as RPC 32 (Revised). Representation of Domestic Client After Representing Both Spouses in Other Matters <i>Opinion rules that an attorney who represented a husband and wife in certain matters may not represent the husband against the wife in a domestic action involving alimony and equitable distribution. Opinion further rules that an attorney associated with the firm which represented the husband and wife during marriage, but who did not himself represent the husband and wife during that time, may represent the wife in an action involving equitable distribution and alimony if he did not gain any confidential information from or on behalf of the husband.</i>
	<u>RPC 40</u>	Lender Preparation of Closing Documents <i>Opinion rules that for the purposes of a real estate transaction, an attorney may, with proper notice to the borrower, represent only the lender, and that the lender may prepare the closing documents.</i>
	<u>RPC 41</u>	Lender Preparation of Closing Documents <i>Opinion rules that for the purposes of a real estate transaction, an attorney may, with proper notice to the borrower, represent only the lender, and that the lender may prepare the closing documents.</i>
	<u>RPC 83</u>	Rendering a Title Opinion Upon Property In Which the Lawyer Has a Beneficial Interest <i>Opinion rules that the significance of an attorney's personal interest in property determines whether he or she has a conflict of interest sufficient to disqualify him or her from rendering a title opinion concerning that property.</i>
	<u>RPC 99</u>	Title Insurance Tacking <i>Opinion rules that a lawyer may tack onto an existing title insurance policy.</i>
	<u>RPC 121</u>	Legal Opinion for Nonclient <i>Opinion rules that a borrower's lawyer may render a legal opinion to the lender.</i>

	<u>RPC 169</u>	<p>Providing Client with Copies of Documents from the File <i>Opinion rules that a lawyer is not required to provide a former client with copies of title notes and may charge a former client for copies of documents from the client's file under certain circumstances.</i></p>
	<u>RPC 176</u>	<p>Conflict of Interest Involving a Legal Assistant <i>Opinion rules that a lawyer who employs a paralegal is not disqualified from representing a party whose interests are adverse to that of a party represented by a lawyer for whom the paralegal previously worked.</i></p>
	<u>RPC 210</u>	<p>Representation of Multiple Parties to the Closing of a Residential Real Estate Transaction <i>Opinion examines the circumstances in which it is acceptable for a lawyer to represent the buyer, the seller, and the lender in the closing of a residential real estate transaction.</i></p>
	<u>RPC 213</u>	<p>Lawyer's Employee as Witness <i>Opinion rules that a lawyer may represent a defendant in an action to abate the nuisance of a fence even though his paralegal may be called as a witness.</i></p>
	<u>RPC 227</u>	<p>Release of Title Notes to Former Client <i>Opinion rules that a former residential real estate client is not entitled to the lawyer's title notes or abstracts regardless of whether such information is stored in the client's file. However, a lawyer formerly associated with a firm may be entitled to examine the title notes made by the lawyer to provide further representation to the same client.</i></p>
	<u>97 Formal Ethics Opinion 8</u>	<p>Representation of Developer and Buyer in Closing of a Residential Real Estate Transaction <i>Opinion examines the circumstances in which it is acceptable for the lawyer who regularly represents a real estate developer to represent the buyer and the developer in the closing of a residential real estate transaction.</i></p>
	<u>99 Formal Ethics Opinion 9</u>	<p>Lawyer's Obligation to Disburse Closing Funds <i>Opinion rules that a lawyer who represents the buyer in a real estate closing, and subsequently records the deed, may not withhold the funds for the purchase price from the seller upon the buyer's post-closing instruction.</i></p>
	<u>2001 Formal Ethics Opinion 9</u>	<p>Sale of Financial Products to Legal Client <i>Opinion rules that, although a lawyer may recommend the purchase of a financial product to a legal client, the lawyer may not receive a commission for its sale.</i></p>

	<u>2004 Formal Ethics Opinion 3</u>	<p>Common Representation of Lender and Trustee on a Deed of Trust <i>Opinion rules that a lawyer may represent both the lender and the trustee on a deed of trust in a dispute with the borrower if the conditions on common representation can be satisfied.</i></p>
	<u>2004 Formal Ethics Opinion 10</u>	<p>Preparation of Deed When Representing Buyer in Closing <i>Opinion rules that the lawyer for the buyer of residential real estate may prepare the deed without creating a client-lawyer relationship with the seller provided the lawyer makes specific disclosures to the seller and clarifies her role for the seller.</i></p>
	<u>2006 Formal Ethics Opinion 2</u>	<p>Referring Client to a Financing Company <i>Opinion rules that a lawyer may only refer a client to a financing company if certain conditions are met.</i></p>
	<u>2006 Formal Ethics Opinion 3</u>	<p>Representation in Purchase of Foreclosed Property <i>Opinion rules that a lawyer who represented the trustee or served as the trustee in a foreclosure proceeding at which the lender acquired the subject property may represent all parties on the closing of the sale of the property by the lender provided the lawyer concludes that his judgment will not be impaired by loyalty to the lender and there is full disclosure and informed consent</i></p>
	<u>2006 Formal Ethics Opinion 11</u>	<p>Preparation of Legal Documents at the Request of Another <i>Opinion rules that, outside of the commercial or business context, a lawyer may not, at the request of a third party, prepare documents, such as a will or trust instrument, that purport to speak solely for principal without consulting with, exercising independent professional judgment on behalf of, and obtaining consent from the principal.</i></p>
	<u>2007 Formal Ethics Opinion 11</u>	<p>Lawyer's Duties when Client Revokes Consent to Conflict <i>Opinion rules that a lawyer is not required to withdraw from representing one client if the other client revokes consent without good reason and an evaluation of the factors set out in comment [21] to Rule 1.7 and the Restatement (Third) of the Law Governing Lawyers indicates continued representation is favored.</i></p>
	<u>2006 Formal Ethics Opinion 2</u>	<p>Referring Client to a Financing Company <i>Opinion rules that a lawyer may only refer a client to a financing company if certain conditions are met.</i></p>
	<u>2008 Formal Ethics Opinion 7</u>	<p>Lawyer's Obligation to Record or to Disburse Closing Funds Editor's note: This opinion expands upon <u>99 FEO 9</u>. To the extent that this opinion differs from <u>99 FEO 9</u>, that opinion is overruled. <i>Opinion rules that a closing lawyer shall not record and disburse when a seller has delivered the deed to the lawyer but the buyer instructs the lawyer to take no further action to close the transaction.</i></p>

	<u>2008 Formal Ethics Opinion 11</u>	Representation of Beneficiary on Other Matters While Serving as Foreclosure Trustee <i>Opinion rules that a lawyer may serve as the trustee in a foreclosure proceeding while simultaneously representing the beneficiary of the deed of trust on unrelated matters and that the other lawyers in the firm may also continue to represent the beneficiary on unrelated matters.</i>
	<u>2008 Formal Ethics Opinion 12</u>	Prohibition on Taking a Security Interest in Marital Residence to Secure Legal Fee in Equitable Distribution Case <i>Opinion rules that a lawyer may not initiate foreclosure on a deed of trust on a client's property while still representing the client.</i>
	<u>2009 Formal Ethics Opinion 12</u>	Preparation of Documents for Unrepresented Adverse Party <i>Opinion rules that a lawyer may prepare an affidavit and confession of judgment for an unrepresented adverse party provided the lawyer explains who he represents and does not give the unrepresented party legal advice; however, the lawyer may not prepare a waiver of exemptions for the adverse party.</i>
	<u>2013 Formal Ethics Opinion 14</u>	Representation of Parties to a Commercial Real Estate Loan Closing <i>Opinion rules that common representation in a commercial real estate loan closing is, in most instances, a "nonconsentable" conflict meaning that a lawyer may not ask the borrower and the lender to consent to common representation.</i>
	<u>2015 Formal Ethics Opinion 2</u>	Preparing Waiver of Right to Notice of Foreclosure for Unrepresented Borrower <i>Opinion rules that when the original debt is \$100,000 or more, a lawyer for a lender may prepare and provide to an unrepresented borrower, owner, or guarantor a waiver of the right to notice of foreclosure and the right to a foreclosure hearing pursuant to N.C.G.S. § 45-21.16(f) if the lawyer explains the lawyer's role and does not give legal advice to any unrepresented person. However, a lawyer may not prepare such a waiver if the waiver is a part of a loan modification package for a mortgage secured by the borrower's primary residence.</i>
	<u>2021 Formal Ethics Opinion 1</u>	CONTEMPORANEOUS RESIDENTIAL REAL ESTATE CLOSINGS <i>Opinion addresses conflicts of interest, communication, funding issues, and accountings in contemporaneous closings for residential real property.</i>
Closings and Lender Instructions	CPR 105	A lawyer may not ethically use the services of an employee provided by a mortgage banker to prepare loan documents.

	<u>CPR 108</u>	Where a lending institution over an extended period of time advises all borrowers that it will accept title certificates only from a specified lawyer, when other qualified lawyers are readily available, and the lawyer knows of this practice, it is unethical for him to accept employment as a result of such requirement by the lender.
	<u>RPC 40</u>	Lender Preparation of Closing Documents <i>Opinion rules that for the purposes of a real estate transaction, an attorney may, with proper notice to the borrower, represent only the lender, and that the lender may prepare the closing documents.</i>
	<u>RPC 41</u>	Lender Preparation of Closing Documents <i>Opinion rules that for the purposes of a real estate transaction, an attorney may, with proper notice to the borrower, represent only the lender, and that the lender may prepare the closing documents.</i>
	<u>RPC 44</u>	Attorney's Obligation to Follow Closing Instructions <i>Opinion rules that a closing attorney must follow the lender's closing instruction that closing documents be recorded prior to disbursement.</i>
	<u>RPC 78</u>	Conditional Delivery of Trust Account Checks <i>Opinion rules that a closing attorney cannot make conditional delivery of trust account checks to real estate agent before depositing loan proceeds against which checks were to be drawn.</i>
	<u>99 Formal Ethics Opinion 9</u>	Lawyer's Obligation to Disburse Closing Funds <i>Opinion rules that a lawyer who represents the buyer in a real estate closing, and subsequently records the deed, may not withhold the funds for the purchase price from the seller upon the buyer's post-closing instruction.</i>
	<u>99 Formal Ethics Opinion 13</u>	Supervision of Paralegal Closing a Residential Real Estate Transaction Editor's note: This opinion is overruled by <u>2002 Formal Ethics Opinion 9</u> . Opinion rules that competent practice requires the presence of the closing lawyer at a residential real estate closing conference to explain the documents being executed, answer questions, and advocate for the client or clients. A non-lawyer may oversee the execution of documents outside the presence of the lawyer provided the closing lawyer provides adequate supervision and is present at the closing conference to complete the transaction.
	<u>2001 Formal Ethics Opinion 4</u>	Supervision of Paralegal Closing a Residential Real Estate Refinancing Opinion rules that competent legal representation of a borrower requires the presence of the lawyer at the closing of a residential real estate refinancing. A nonlawyer may oversee the execution of documents outside the presence of the lawyer provided the lawyer adequately supervises the nonlawyer and is present at the closing conference to complete the transaction.

	<u>2001 Formal Ethics Opinion 8</u>	<p>Lawyer's Presence at Residential Real Estate Closing <i>Opinion rules that competent practice requires the physical presence of the lawyer at a residential real estate closing conference.</i></p>
	<u>2002 Formal Ethics Opinion 9</u>	<p>Delegation to Nonlawyer Assistant of Certain Tasks Associated with a Residential Real Estate Transaction <i>Opinion rules that a nonlawyer assistant supervised by a lawyer may identify to the client who is a party to such a transaction the documents to be executed with respect to the transaction, direct the client as to the correct place on each document to sign, and handle the disbursement of proceeds for a residential real estate transaction, even though the supervising lawyer is not physically present.</i></p>
	<u>2006 Formal Ethics Opinion 8</u>	<p>Disbursement of Trust Funds <i>Opinion rules that a lawyer may disburse against deposited items in reliance upon a bank's funding schedule under certain circumstances.</i></p>
	<u>2006 Formal Ethics Opinion 2</u>	<p>Referring Client to a Financing Company <i>Opinion rules that a lawyer may only refer a client to a financing company if certain conditions are met.</i></p>
	<u>2007 Formal Ethics Opinion 11</u>	<p>Lawyer's Duties when Client Revokes Consent to Conflict <i>Opinion rules that a lawyer is not required to withdraw from representing one client if the other client revokes consent without good reason and an evaluation of the factors set out in comment [21] to Rule 1.7 and the Restatement (Third) of the Law Governing Lawyers indicates continued representation is favored.</i></p>
	<u>2008 Formal Ethics Opinion 7</u>	<p>Lawyer's Obligation to Record or to Disburse Closing Funds Editor's note: This opinion expands upon <u>99 FEO 9</u>. To the extent that this opinion differs from <u>99 FEO 9</u>, that opinion is overruled. <i>Opinion rules that a closing lawyer shall not record and disburse when a seller has delivered the deed to the lawyer but the buyer instructs the lawyer to take no further action to close the transaction.</i></p>
	<u>2013 Formal Ethics Opinion 14</u>	<p>Representation of Parties to a Commercial Real Estate Loan Closing <i>Opinion rules that common representation in a commercial real estate loan closing is, in most instances, a "nonconsentable" conflict meaning that a lawyer may not ask the borrower and the lender to consent to common representation.</i></p>
Confidentiality	<u>RPC 12</u>	<p>Revealing Confidential Information to Correct a Mistake <i>Opinion rules that a lawyer may reveal confidential information to correct a mistake if disclosure is impliedly authorized by the client.</i></p>

	RPC 23	Disclosure of Information Concerning Real Estate Transactions to the IRS <i>Opinion rules that a lawyer may disclose information to the IRS concerning a real estate transaction which would otherwise be protected if required to do so by law, and further that notice of such required disclosure, should be given to the client and other affected parties.</i>
	RPC 215	Modern Communications Technology and the Duty of Confidentiality <i>Opinion rules that when using a cellular or cordless telephone or any other unsecure method of communication, a lawyer must take steps to minimize the risk that confidential information may be disclosed.</i>
Deeds of Trust – cancellations	99 Formal Ethics Opinion 5	Obtaining Canceled Deed of Trust Following Residential Real Estate Closing <i>Opinion rules that whether the lawyer for a residential real estate closing must obtain the cancellation of record of a prior deed of trust depends upon the agreement of the parties.</i>
Disbursements	CPR 358	Disbursement of Uncollected Funds <i>Opinion rules that an attorney may not use the “float” in his trust account to cover a draft issued by a West Coast lender between the date of the closing in a real estate transaction and the time the West Coast draft clears his bank account.</i>
	RPC 78	Conditional Delivery of Trust Account Checks <i>Opinion rules that a closing attorney cannot make conditional delivery of trust account checks to real estate agent before depositing loan proceeds against which checks were to be drawn.</i>
	RPC 86	Editor's Note: See RPC 191 for additional guidance on disbursing against provisional credit. Disbursements Incident to Real Property Closings <i>Opinion discusses disbursement against uncollected funds, accounting for earnest money paid outside closing and representation of the seller.</i>
	RPC 191	Disbursements Upon Deposit of Funds Provisionally Credited to Trust Account <i>Opinion rules that a lawyer may make disbursements from his or her trust account in reliance upon the deposit of funds provisionally credited to the account if the funds are deposited in the form of cash, wired funds, or by specified instruments which, although they are not irrevocably credited to the account upon deposit, are generally regarded as reliable. (Revised January 24, 1997 to conform to Good Funds Settlement Act, G.S. Chapter 45A)</i>
	RPC 232	Disbursement Upon Deposit of Mortgage Company Check Pursuant to an Agreement Purporting to Make Check Certified <i>Opinion concerns disbursements from a trust account in reliance upon the deposit of a mortgage company's check issued pursuant to an agreement with a mortgage company and the company's institutional lender purporting to render the check "certified" as that term is defined in the UCC.</i>

	<u>99 Formal Ethics Opinion 9</u>	<p>Lawyer's Obligation to Disburse Closing Funds <i>Opinion rules that a lawyer who represents the buyer in a real estate closing, and subsequently records the deed, may not withhold the funds for the purchase price from the seller upon the buyer's post-closing instruction.</i></p>
	<u>2002 Formal Ethics Opinion 9</u>	<p>Delegation to Nonlawyer Assistant of Certain Tasks Associated with a Residential Real Estate Transaction <i>Opinion rules that a nonlawyer assistant supervised by a lawyer may identify to the client who is a party to such a transaction the documents to be executed with respect to the transaction, direct the client as to the correct place on each document to sign, and handle the disbursement of proceeds for a residential real estate transaction, even though the supervising lawyer is not physically present.</i></p>
	<u>2005 Formal Ethics Opinion 11</u>	<p>Interim Account for Costs Associated with Real Estate Closings <i>Opinion examines the requirements for an interim account used to pay the costs for real estate closings and also rules that the actual costs may be marked up by the lawyer provided there is full disclosure and the overcharges are not clearly excessive.</i></p>
	<u>2006 Formal Ethics Opinion 8</u>	<p>Disbursement of Trust Funds <i>Opinion rules that a lawyer may disburse against deposited items in reliance upon a bank's funding schedule under certain circumstances.</i></p>
	<u>2008 Formal Ethics Opinion 7</u>	<p>Lawyer's Obligation to Record or to Disburse Closing Funds Editor's note: This opinion expands upon <u>99 FEO 9</u>. To the extent that this opinion differs from <u>99 FEO 9</u>, that opinion is overruled. <i>Opinion rules that a closing lawyer shall not record and disburse when a seller has delivered the deed to the lawyer but the buyer instructs the lawyer to take no further action to close the transaction.</i></p>
	<u>2013 Formal Ethics Opinion 13</u>	<p>Disbursement Against Funds Credited to Trust Account by ACH and EFT <i>Opinion rules that a lawyer may disburse immediately against funds that are credited to the lawyer's trust account by automated clearinghouse (ACH) transfer and electronic funds transfer (EFT) despite the risk that an originator may initiate a reversal.</i></p>
	<u>2015 Formal Ethics Opinion 6</u>	<p>Lawyer's Professional Responsibility When Third Party Steals Funds from Trust Account <i>Opinion rules that when funds are stolen from a lawyer's trust account by a third party who is not employed or supervised by the lawyer, and the lawyer was managing the trust account in compliance with the Rules of Professional Conduct, the lawyer is not professionally responsible for replacing the funds stolen from the account.</i> NOTE: This opinion is limited to a lawyer's professional responsibilities and is not intended to opine on a lawyer's legal liability.</p>

	2019 Formal Ethics Opinion 5	<p>RECEIPT OF VIRTUAL CURRENCY IN LAW PRACTICE</p> <p><i>Opinion rules that a lawyer may receive virtual currency as a flat fee for legal services, provided the fee is not clearly excessive and the terms of Rule 1.8(a) are satisfied. A lawyer may not, however, accept virtual currency as entrusted funds to be billed against or to be held for the benefit of the lawyer, the client, or any third party.</i></p>
	2020 Formal Ethics Opinion 5	<p>A LAWYER’S RESPONSIBILITY IN AVOIDING FRAUDULENT ATTEMPTS TO OBTAIN ENTRUSTED CLIENT FUNDS</p> <p><i>Opinion discusses a lawyer’s professional responsibility to inform clients about relevant, potential fraudulent attempts to improperly acquire client funds during a real property transaction.</i></p>
	NCGS Chapter 45A: Good Funds Settlement Act	
E-Mail	RPC 215	<p>Modern Communications Technology and the Duty of Confidentiality</p> <p><i>Opinion rules that when using a cellular or cordless telephone or any other unsecure method of communication, a lawyer must take steps to minimize the risk that confidential information may be disclosed.</i></p>
	RPC 252	<p>Receipt of Inadvertently Disclosed Materials from Opposing Party</p> <p><i>Opinion rules that a lawyer in receipt of materials that appear on their face to be subject to the attorney-client privilege or otherwise confidential, which were inadvertently sent to the lawyer by the opposing party or opposing counsel, should refrain from examining the materials and return them to the sender.</i></p>
	2002 Formal Ethics Opinion 5	<p>Retention of Email in a Client's File</p> <p><i>Opinion rules that whether electronic mail should be retained as a part of a client's file is a legal decision to be made by the lawyer.</i></p>
	2012 Formal Ethics Opinion 5	<p>Reviewing Employee’s Email Communications with Counsel Using Employer’s Business Email System</p> <p><i>Opinion rules that a lawyer representing an employer must evaluate whether email messages an employee sent to and received from the employee’s lawyer using the employer’s business email system are protected by the attorney-client privilege and, if so, decline to review or use the messages unless a court determines that the messages are not privileged.</i></p>

	<u>2012 Formal Ethics Opinion 7</u>	<p>Copying Represented Persons on Electronic Communications <i>Opinion provides that consent from the lawyer for a represented person must be obtained before copying that person on electronic communications; however, the consent required by Rule 4.2 may be implied by the facts and circumstances surrounding the communication.</i></p>
Escrow Closings Disbursing	CPR 372	<p>Escheat of Trust Funds <i>Opinion rules that attorney may pay abandoned trust funds into the escheat fund.</i></p>
	<u>RPC 47</u>	<p>Trust Accounting for Small Sums <i>Opinion rules that an attorney who receives from his or her client a small sum of money which is to be used to pay the cost of recording a deed must deposit that money in a trust account.</i></p>
	<u>RPC 66</u>	<p>Disposition of Escrowed Funds <i>Opinion rules that an attorney serving as an escrow agent may not disburse in a manner not contemplated by the escrow agreement unless all parties agree.</i></p>
	<u>RPC 75</u>	<p>Disbursement of Client Funds <i>Opinion rules that a lawyer may not pay his or her fee or the fee of a physician from funds held in trust for a client without the client's authority.</i></p>
	<u>RPC 78</u>	<p>Conditional Delivery of Trust Account Checks <i>Opinion rules that a closing attorney cannot make conditional delivery of trust account checks to real estate agent before depositing loan proceeds against which checks were to be drawn.</i></p>
	<u>RPC 86</u>	<p>Editor's Note: See RPC 191 for additional guidance on disbursing against provisional credit. Disbursements Incident to Real Property Closings <i>Opinion discusses disbursement against uncollected funds, accounting for earnest money paid outside closing and representation of the seller.</i></p>
	<u>RPC 89</u>	<p>Editor's Note: This opinion was originally published as RPC 89 (Revised). Escheat of Trust Funds <i>Opinion rules that trust funds must be held at least five years after the last occurrence of certain prescribed events before they may be deemed abandoned.</i></p>

	RPC 127	<p>Conditional Delivery of Settlement Proceeds <i>Opinion rules that deliberate release of settlement proceeds without satisfying conditions precedent is dishonest and unethical.</i></p>
	RPC 191	<p>Editor's Note: RPC 191 originally became a formal opinion of the State Bar on October 20, 1995. The opinion sets forth the duty of a closing lawyer to disburse from the trust account only in reliance upon the deposit of specified negotiable instruments which have a low risk of noncollectibility. On June 21, 1996, the North Carolina General Assembly ratified the Good Funds Settlement Act, G.S. Chapter 45A, which became effective October 1, 1996. The act sets forth the duty of a settlement agent for a residential real estate closing to disburse settlement proceeds from a trust or escrow account only in reliance upon the deposit of specified negotiable instruments. There was some inconsistency between the list of negotiable instruments against which disbursement was permitted in the Act and a similar list in RPC 191. To correct this, RPC 191 was revised to reference the list of acceptable negotiable instruments found in the Act.</p> <p>Disbursements Upon Deposit of Funds Provisionally Credited to Trust Account <i>Opinion rules that a lawyer may make disbursements from his or her trust account in reliance upon the deposit of funds provisionally credited to the account if the funds are deposited in the form of cash, wired funds, or by specified instruments which, although they are not irrevocably credited to the account upon deposit, are generally regarded as reliable.</i></p>
	RPC 210	<p>Representation of Multiple Parties to the Closing of a Residential Real Estate Transaction <i>Opinion examines the circumstances in which it is acceptable for a lawyer to represent the buyer, the seller, and the lender in the closing of a residential real estate transaction.</i></p>
	RPC 232	<p>Editor's Note: Opinion was originally adopted as RPC 232 (Revised). See RPC 191, as amended, for additional guidance.</p> <p>Disbursement Upon Deposit of Mortgage Company Check Pursuant to an Agreement Purporting to Make Check Certified <i>Opinion concerns disbursements from a trust account in reliance upon the deposit of a mortgage company's check issued pursuant to an agreement with a mortgage company and the company's institutional lender purporting to render the check "certified" as that term is defined in the UCC.</i></p>
	98 Formal Ethics Opinion 11	<p>The Lawyer as Escrow Agent Editor's Note: See 99 Formal Ethics Opinion 8 for additional guidance.</p> <p><i>Opinion rules that the fiduciary relationship that arises when a lawyer serves as an escrow agent demands that the lawyer be impartial to both the obligor and the obligee and, therefore, the lawyer may not act as advocate for either party against the other. Once the fiduciary duties of the escrow agent</i></p>

		<i>terminate, the lawyer may take a position adverse to the obligor or the obligee provided the lawyer is not otherwise disqualified.</i>
	<u>99 Formal Ethics Opinion 8</u>	Escrow Agreement Containing Waiver of Future Conflict <i>Opinion rules that a lawyer may represent all parties in a residential real estate closing and subsequently represent only one party in an escrow dispute provided the lawyer insures that the conditions for waiver of an objection to a possible future conflict of interest set forth in RPC 168 are satisfied.</i>
	<u>99 Formal Ethics Opinion 9</u>	Lawyer's Obligation to Disburse Closing Funds <i>Opinion rules that a lawyer who represents the buyer in a real estate closing, and subsequently records the deed, may not withhold the funds for the purchase price from the seller upon the buyer's post-closing instruction.</i>
	<u>2005 Formal Ethics Opinion 11</u>	Interim Account for Costs Associated with Real Estate Closings <i>Opinion examines the requirements for an interim account used to pay the costs for real estate closings and also rules that the actual costs may be marked up by the lawyer provided there is full disclosure and the overcharges are not clearly excessive.</i>
	<u>2006 Formal Ethics Opinion 8</u>	Disbursement of Trust Funds <i>Opinion rules that a lawyer may disburse against deposited items in reliance upon a bank's funding schedule under certain circumstances.</i>
	<u>2008 Formal Ethics Opinion 7</u>	Lawyer's Obligation to Record or to Disburse Closing Funds Editor's note: This opinion expands upon <u>99 FEO 9</u> . To the extent that this opinion differs from <u>99 FEO 9</u> , that opinion is overruled. <i>Opinion rules that a closing lawyer shall not record and disburse when a seller has delivered the deed to the lawyer but the buyer instructs the lawyer to take no further action to close the transaction.</i>
	<u>2013 Formal Ethics Opinion 13</u>	Disbursement Against Funds Credited to Trust Account by ACH and EFT <i>Opinion rules that a lawyer may disburse immediately against funds that are credited to the lawyer's trust account by automated clearinghouse (ACH) transfer and electronic funds transfer (EFT) despite the risk that an originator may initiate a reversal.</i>
	<u>2015 Formal Ethics Opinion 6</u>	Lawyer's Professional Responsibility When Third Party Steals Funds from Trust Account <i>Opinion rules that when funds are stolen from a lawyer's trust account by a third party who is not employed or supervised by the lawyer, and the lawyer was managing the trust account in compliance with the Rules of Professional Conduct, the lawyer is not professionally responsible for replacing the funds stolen from the account.</i> NOTE: This opinion is limited to a lawyer's professional responsibilities and is not intended to opine on a lawyer's legal liability.

	<u>2019 Formal Ethics Opinion 5</u>	RECEIPT OF VIRTUAL CURRENCY IN LAW PRACTICE <i>Opinion rules that a lawyer may receive virtual currency as a flat fee for legal services, provided the fee is not clearly excessive and the terms of Rule 1.8(a) are satisfied. A lawyer may not, however, accept virtual currency as entrusted funds to be billed against or to be held for the benefit of the lawyer, the client, or any third party.</i>
	<u>2020 Formal Ethics Opinion 5</u>	A LAWYER'S RESPONSIBILITY IN AVOIDING FRAUDULENT ATTEMPTS TO OBTAIN ENTRUSTED CLIENT FUNDS <i>Opinion discusses a lawyer's professional responsibility to inform clients about relevant, potential fraudulent attempts to improperly acquire client funds during a real property transaction.</i>
Escrows: Accounting	Rev Rule 1.15-2(g)	(g) Mixed Funds Deposited Intact. When funds belonging to the lawyer are received in combination with funds belonging to the client or other persons, all of the funds shall be deposited intact. The amounts currently or conditionally belonging to the lawyer shall be identified on the deposit slip or other record. After the deposit has been finally credited to the account, the lawyer may withdraw the amounts to which the lawyer is or becomes entitled. If the lawyer's entitlement is disputed, the disputed amounts shall remain in the trust account or fiduciary account until the dispute is resolved.
Files	<u>RPC 23</u>	Disclosure of Information Concerning Real Estate Transactions to the IRS <i>Opinion rules that a lawyer may disclose information to the IRS concerning a real estate transaction which would otherwise be protected if required to do so by law, and further that notice of such required disclosure, should be given to the client and other affected parties.</i>
	<u>RPC 169</u>	Providing Client with Copies of Documents from the File <i>Opinion rules that a lawyer is not required to provide a former client with copies of title notes and may charge a former client for copies of documents from the client's file under certain circumstances.</i>
	<u>RPC 178</u>	Release of Client's File <i>Opinion examines a lawyer's obligation to deliver the file to the client upon the termination of the representation when the lawyer represents multiple clients in a single matter.</i>
	<u>RPC 209</u>	Disposing of Closed Client Files <i>Opinion provides guidelines for the disposal of closed client files.</i>
	<u>RPC 227</u>	Release of Title Notes to Former Client <i>Opinion rules that a former residential real estate client is not entitled to the lawyer's title notes or abstracts regardless of whether such information is stored in the client's file. However, a lawyer</i>

		<i>formerly associated with a firm may be entitled to examine the title notes made by the lawyer to provide further representation to the same client.</i>
	<u>RPC 234</u>	Electronic Storage of Client's File <i>Opinion rules that an inactive client file may be stored in an electronic format provided original documents with legal significance are preserved and the documents in the electronic file can be reproduced on paper.</i>
	<u>2002 Formal Ethics Opinion 5</u>	Retention of Email in a Client's File <i>Opinion rules that whether electronic mail should be retained as a part of a client's file is a legal decision to be made by the lawyer.</i>
	<u>2008 Formal Ethics Opinion 5</u>	Web-based Management of Client Records <i>Opinion rules that client files may be stored on a website accessible by clients via the internet provided the confidentiality of all client information on the website is protected.</i>
	<u>2009 Formal Ethics Opinion 9</u>	Computer-Based Conflict Checking Systems <i>Opinion describes reasonable procedures for a computer-based conflicts checking system.</i>
	<u>2011 Formal Ethics Opinion 6</u>	Subscribing to Software as a Service While Fulfilling the Duties of Confidentiality and Preservation of Client Property <i>Opinion rules that a lawyer may contract with a vendor of software as a service provided the lawyer uses reasonable care to safeguard confidential client information.</i>
	<u>2012 Formal Ethics Opinion 13</u>	Duty to Safekeep Client Files upon Suspension, Disbarment, Disappearance, or Death of Firm Lawyer <i>Opinion rules that the partners and managerial lawyers remaining in a firm are responsible for the safekeeping and proper disposition of both the active and closed files of a suspended, disbarred, missing, or deceased member of the firm.</i>
	<u>2013 Formal Ethics Opinion 15</u>	Return of Electronic Records to Client upon Termination of Representation <i>Opinion rules that records relative to a client's matter that would be helpful to subsequent legal counsel must be provided to the client upon the termination of the representation, and may be provided in an electronic format if readily accessible to the client without undue expense.</i>
Foreclosures	CPR 325	Representation of Subsidiary Trustee by Lender's House Counsel <i>Attorney employed by lender cannot represent the trustee on a deed of trust securing loans made by the attorney's employer since the trustee should be separate or independent from the lender.</i>

	<u>RPC 3</u>	<p>Lawyer as Trustee <i>Opinion rules that lawyer may act as Trustee after having represented the seller.</i></p>
	<u>RPC 46</u>	<p>Foreclosure and Bankruptcy <i>Opinion rules that an attorney acting as trustee in a foreclosure proceeding may not, while serving in that capacity, file a motion to have an automatic stay lifted in the debtor's bankruptcy proceeding.</i></p>
	<u>RPC 64</u>	<p>Former Trustee's Representation of Purchaser Against Former Debtor <i>Opinion rules that a lawyer who served as a trustee may after foreclosure sue the former debtor on behalf of the purchaser.</i></p>
	<u>RPC 82</u>	<p>The Lawyer as Trustee <i>The State Bar has received an increasing number of inquiries related to the role of an attorney serving as trustee under a deed of trust. In an effort to clarify the responsibilities of the lawyer-trustee, the Ethics Committee has reviewed CPRs 94, 107, 166, 201, 218, 220, 297, 303, 305 and RPCs 46 and 3.</i></p> <p><i>The responsibilities and limitations of the lawyer acting as trustee arise primarily from the lawyer's fiduciary relationship in serving as trustee as opposed to any attorney-client relationship. That fiduciary relationship demands that the trustee be impartial to both the trustor and the beneficiary and, therefore, the trustee may not act as advocate for either against the other. On the other hand, once the fiduciary duties of the trustee terminate, the lawyer may take a position adverse to the trustor or beneficiary so long as the lawyer is not otherwise disqualified.</i></p>
	<u>RPC 90</u>	<p>Trustee for a Deed of Trust <i>Opinion rules that a lawyer who has as trustee initiated a foreclosure proceeding may resign as trustee after the foreclosure is contested and act as lender's counsel.</i></p>
	<u>98 Formal Ethics Opinion 11</u>	<p>The Lawyer as Escrow Agent Editor's Note: See <u>99 Formal Ethics Opinion 8</u> for additional guidance. <i>Opinion rules that the fiduciary relationship that arises when a lawyer serves as an escrow agent demands that the lawyer be impartial to both the obligor and the obligee and, therefore, the lawyer may not act as advocate for either party against the other. Once the fiduciary duties of the escrow agent terminate, the lawyer may take a position adverse to the obligor or the obligee provided the lawyer is not otherwise disqualified.</i></p>
	<u>2004 Formal Ethics Opinion 3</u>	<p>Common Representation of Lender and Trustee on a Deed of Trust <i>Opinion rules that a lawyer may represent both the lender and the trustee on a deed of trust in a dispute with the borrower if the conditions on common representation can be satisfied.</i></p>

	<u>2006 Formal Ethics Opinion 3</u>	<p>Representation in Purchase of Foreclosed Property <i>Opinion rules that a lawyer who represented the trustee or served as the trustee in a foreclosure proceeding at which the lender acquired the subject property may represent all parties on the closing of the sale of the property by the lender provided the lawyer concludes that his judgment will not be impaired by loyalty to the lender and there is full disclosure and informed consent.</i></p>
	<u>2006 Formal Ethics Opinion 5</u>	<p>County Tax Attorney Purchasing Property at Tax Foreclosure Sale <i>Opinion rules that the county tax attorney may not bid at a tax foreclosure sale of real property.</i></p>
	<u>2008 Formal Ethics Opinion 11</u>	<p>Representation of Beneficiary on Other Matters While Serving as Foreclosure Trustee <i>Opinion rules that a lawyer may serve as the trustee in a foreclosure proceeding while simultaneously representing the beneficiary of the deed of trust on unrelated matters and that the other lawyers in the firm may also continue to represent the beneficiary on unrelated matters.</i></p>
	<u>2011 Formal Ethics Opinion 5</u>	<p>Representation of Lender in Contested Foreclosure When Corporate Trustee Is Owned by Spouse and Paralegal <i>Opinion rules that a lawyer may not represent the beneficiary of the deed of trust in a contested foreclosure if the lawyer's spouse and paralegal own an interest in the closely-held corporate trustee.</i></p>
	<u>2013 Formal Ethics Opinion 4</u>	<p>Representation in Purchase of Foreclosed Property <i>Opinion examines the ethical duties of a lawyer representing both the buyer and the seller on the purchase of a foreclosure property and the lawyer's duties when the representation is limited to the seller. Editor's note: This opinion supplements and clarifies <u>2006 FEO 3</u>.</i></p>
	<u>2013 Formal Ethics Opinion 5</u>	<p>Disclosure of Confidential Information to Lawyer Serving as Foreclosure Trustee <i>Opinion rules that a lawyer/trustee must explain his role in a foreclosure proceeding to any unrepresented party that is an unsophisticated consumer of legal services; if he fails to do so and that party discloses material confidential information, the lawyer may not represent the other party in a subsequent, related adversarial proceeding unless there is informed consent.</i></p>
	<u>2014 Formal Ethics Opinion 2</u>	<p>Dual Representation of Trustee and Secured Creditor in Contested Foreclosure <i>Opinion rules that a lawyer may not represent both the trustee and the secured creditor in a contested foreclosure proceeding.</i></p>
	<u>2015 Formal Ethics Opinion 1</u>	<p>Preparing Pleadings and Other Filings for an Unrepresented Opposing Party <i>Opinion rules that a lawyer may not prepare pleadings and other filings for an unrepresented opposing party in a civil proceeding currently pending before a tribunal if doing so is tantamount to giving legal advice to that person.</i></p>

	<u>2015 Formal Ethics Opinion 2</u>	<p>Preparing Waiver of Right to Notice of Foreclosure for Unrepresented Borrower <i>Opinion rules that when the original debt is \$100,000 or more, a lawyer for a lender may prepare and provide to an unrepresented borrower, owner, or guarantor a waiver of the right to notice of foreclosure and the right to a foreclosure hearing pursuant to N.C.G.S. § 45-21.16(f) if the lawyer explains the lawyer’s role and does not give legal advice to any unrepresented person. However, a lawyer may not prepare such a waiver if the waiver is a part of a loan modification package for a mortgage secured by the borrower’s primary residence.</i></p>
Judicial & Quasi-judicial	<u>Authorized Practice Advisory Opinion 2006-1</u>	<p>Quasi-Judicial Hearings on Zoning and Land Use In sum, the committee is of the opinion that land use professionals, including architects, engineers, and land use planners, may appear and testify as to factual matters and any expert opinions that they are qualified to present at quasi-judicial proceedings, but the presentation of other evidence, including the examination and cross-examination of witnesses, making legal arguments, and the advocacy for results on behalf of others before quasi-judicial zoning and land use hearings, is the practice of law that may be performed only by licensed attorneys at law.</p>
	<u>2007 Formal Ethics Opinion 3</u>	<p>Responding to Unauthorized Practice at Quasi-Judicial Hearing Before Government Body Opinion explains the duties of a lawyer who represents a local government and of a lawyer who is elected to the governing body of the local government relative to a nonlawyer appearing in a representative capacity for a party at a zoning variance and other quasi-judicial hearings before the government body.</p>
Malpractice	<u>2015 Formal Ethics Opinion 4</u>	<p>Disclosing Potential Malpractice to a Client Introduction Lawyers will, inevitably, make errors, mistakes, and omissions (referred to herein as an “error” or “errors”) when representing clients. Such errors may constitute professional malpractice, but are not necessarily professional misconduct. This distinction between professional or legal negligence and professional misconduct is explained in comment [9] to Rule 1.1, <i>Competence</i>:</p> <p style="padding-left: 40px;">An error by a lawyer may constitute professional malpractice under the applicable standard of care and subject the lawyer to civil liability. However, conduct that constitutes a breach of the civil standard of care owed to a client giving rise to liability for professional malpractice does not necessarily constitute a violation of the ethical duty to represent a client competently. A lawyer who makes a good-faith effort to be prepared and to be thorough will not generally be subject to professional discipline, although he or she may be subject to a claim for malpractice. For example, a single error or omission made in good faith, absent aggravating circumstances, such as an error while performing a public records search, is not usually indicative of a violation of the duty to represent a client competently.</p> <p>Although an error during the representation of a client may not constitute professional misconduct, the actions that the lawyer takes following the realization that she has committed an error should be guided by the requirements of the Rules of Professional Conduct. This opinion explains a lawyer’s professional responsibilities when the lawyer has committed what she believes may be legal malpractice.</p>

		This opinion does not address requirements under a lawyer's malpractice insurance policy to give the insurer notice or to report a potential claim. Lawyers are encouraged to read their policies. This opinion also does not address settlement of a malpractice claim. Lawyers are reminded that Rule 1.8(h)(2) prohibits settlement of a malpractice claim with an unrepresented client or former client unless the person is advised in writing of the desirability of seeking and given a reasonable opportunity to seek the advice of independent legal counsel.
Marketing & Advertising	<u>RPC 161</u>	Television Commercials for Legal Services <i>Opinion rules that a television commercial for legal services which fails to mention that bankruptcy is the debt relief described in the commercial and which describes results obtained for others is misleading.</i>
	<u>RPC 239</u>	Advertising on the Internet <i>Opinion rules that a lawyer may display truthful information about the lawyer's legal services on a World Wide Web site on the Internet.</i>
	<u>RPC 241</u>	Participating in a Directory of Lawyers on the Internet <i>Opinion rules that a lawyer may participate in a directory of lawyers on the Internet if the information about the lawyer in the directory is truthful.</i>
	<u>2000 Formal Ethics Opinion 3</u>	Responding to Inquiries Posted on a Message Board on the Web <i>Opinion rules a lawyer may respond to an inquiry posted on a web page message board provided there are certain disclosures.</i>
	<u>2004 Formal Ethics Opinion 1</u>	Participation in On-Line Legal Matching Service <i>Opinion rules that a lawyer may participate in an on-line service that is similar to both a lawyer referral service and a legal directory provided there is no fee sharing with the service and all communications about the lawyer and the service are truthful.</i>
	<u>2005 Formal Ethics Opinion 7</u>	Recommending Services of a Third Party to Bankruptcy Client <i>Opinion rules that an attorney may recommend that a prospective client use a computer in the attorney's office and the services of an Internet-based company to complete a required bankruptcy certification form.</i>
	<u>2005 Formal Ethics Opinion 10</u>	Virtual Law Practice and Unbundled Legal Services <i>Opinion addresses ethical concerns raised by an internet-based or virtual law practice and the provision of unbundled legal services.</i>
	<u>2005 Formal Ethics Opinion 14</u>	Identifying Information in URL for Law Firm Website <i>Opinion rules that the URL for a law firm website does not have to include words that identify the site as belonging to a law firm provided the URL is not otherwise misleading.</i>

	<u>2006 Formal Ethics Opinion 7</u>	<p>Participation in a For-Profit Networking Organization <i>Opinion rules that a lawyer may be a member of a for-profit networking organization provided the lawyer does not distribute business cards and is not required to make referrals to other members.</i></p>
	<u>2006 Formal Ethics Opinion 17</u>	<p>Autodialed Recorded Message to Potential Clients Editor's Note: G.S. § 75-104 may render this opinion moot. <i>Opinion rules that a lawyer may advertise by autodialing potential clients and playing a recorded telephone message with information about a legal issue or the lawyer's legal services provided the message does not include a mechanism to connect the recipient directly to the lawyer or an agent of the lawyer.</i></p>
	<u>2007 Formal Ethics Opinion 4</u>	<p>Solicitation after Seminar, Gifts to Clients and Others, and Distribution of Business Cards <i>Opinion provides guidance on miscellaneous issues relative to client seminars and solicitation, gifts to clients and others following referrals, distribution of business cards, and client endorsements.</i></p>
	<u>2007 Formal Ethics Opinion 14</u>	<p>Advertising Inclusion in List in North Carolina Super Lawyers and Other Similar Publications <i>Opinion rules a lawyer may advertise the lawyer's inclusion in the list of lawyers in North Carolina Super Lawyers and other similar publications and may advertise in such publications subject to certain conditions</i></p>
	<u>2007 Formal Ethics Opinion 15</u>	<p>Clarification of the Requirements for Targeted Direct Mail <i>Opinion provides clarification of the technical requirements for targeted direct mail letters set forth in Rule 7.3(c) of the Rules of Professional Conduct.</i></p>
	<u>2009 Formal Ethics Opinion 16</u>	<p>Including Information on Verdicts, Settlements, and Memberships on a Website <i>Opinion rules that a website may include a case summary section showcasing successful verdicts and settlements if the section contains factually accurate information accompanied by an appropriate disclaimer and that any reference on the website to membership in an organization with a self-laudatory name must comply with the requirements of 2003 FEO 3.</i> Editor's Note: Upon adoption of this proposed opinion by the State Bar Council, 2000 FEO 1 will be overruled to the extent it is inconsistent and the Ethics Committee will recommend that the council withdrawal 2009 FEO 6 [which was withdrawn].</p>
	<u>2010 Formal Ethics Opinion 14</u>	<p>Use of Search Engine Company's Keyword Advertisements Opinion rules that it is a violation of the Rules of Professional Conduct for a lawyer to select another lawyer's name as a keyword for use in an Internet search engine company's search-based advertising program.</p>

	<u>2011 Formal Ethics Opinion 8</u>	Utilizing Live Chat Support Service on Law Firm Website <i>Opinion provides guidelines for the use of live chat support services on law firm websites.</i>
	<u>2011 Formal Ethics Opinion 9</u>	Use of Letterhead by Person Who is Not Employed or Affiliated with Firm <i>Opinion rules that a lawyer may not allow a person who is not employed by or affiliated with the lawyer's firm to use firm letterhead.</i>
	<u>2011 Formal Ethics Opinion 10</u>	Lawyer Advertising on Deal of the Day or Group Coupon Website <i>Opinion rules that a lawyer may advertise on a website that offers daily discounts to consumers where the website company's compensation is a percentage of the amount paid to the lawyer if certain disclosures are made and certain conditions are satisfied.</i>
	<u>2012 Formal Ethics Opinion 1</u>	Use of Client Testimonials in Advertising <i>Opinion rules that testimonials that discuss characteristics of a lawyer's client service may be used in lawyer advertising without the use of a disclaimer. Testimonials that refer generally to results may be used so long as the testimonial is accompanied by an appropriate disclaimer. The reference to specific dollar amounts in client testimonials is prohibited.</i>
	<u>2012 Formal Ethics Opinion 8</u>	Lawyer's Acceptance of Recommendations on Professional Networking Website <i>Opinion rules that a lawyer may ask a former client for a recommendation to be posted on the lawyer's profile on a professional networking website and may accept a recommendation if certain conditions are met.</i>
	<u>2012 Formal Ethics Opinion 10</u>	Participation as a "Network" Lawyer for Company Providing Litigation or Administrative Support Services <i>Opinion rules a lawyer may not participate as a network lawyer for a company providing litigation or administrative support services for clients with a particular legal/business problem unless certain conditions are satisfied.</i>
	<u>2012 Formal Ethics Opinion 14</u>	Advertising Content on Gift or Promotional Items <i>Opinion rules that the advertising content displayed on certain gift or promotional items does not have to include an office address.</i>
	<u>2013 Formal Ethics Opinion 10</u>	Participation in Online Group Legal Advertising Using Territorial Exclusivity <i>Opinion rules that, with certain disclosures, a lawyer may participate in an online group legal advertising service that gives a participating lawyer exclusive rights to contacts arising from a particular territory.</i>

Mechanics' Lien affidavits	RPC 113	Legal Advice Concerning Lien Rights <i>Opinion rules that a lawyer may disclose information concerning advice given to a client at a closing in regard to the significance of the client's lien affidavit.</i>
Mistakes – corrections	RPC 12	Revealing Confidential Information to Correct a Mistake <i>Opinion rules that a lawyer may reveal confidential information to correct a mistake if disclosure is impliedly authorized by the client.</i>
Mortgage Broker same as attorney	RPC 248	Mortgage Brokerage Owned by Lawyers <i>Opinion rules that a lawyer who owns stock in a mortgage brokerage corporation may not act as the settlement agent for a loan brokered by the corporation. Nor may the other lawyers in the firm certify title or act as settlement agent for the closing.</i>
Notarizing & Witnessing document executions	RPC 213	Lawyer's Employee as Witness <i>Opinion rules that a lawyer may represent a defendant in an action to abate the nuisance of a fence even though his para-legal may be called as a witness.</i>
Out of State Attorney	Authorized Practice Committee	Guidelines for Attorneys Licensed in other Jurisdictions July 2003 http://www.ncbar.gov/PDFs/guidelines_unlicensed_attys.pdf
Outsourcing	2007 Formal Ethics Opinion 12	Outsourcing Legal Support Services <i>Opinion rules that a lawyer may outsource limited legal support services to a foreign lawyer or a nonlawyer (collectively "foreign assistants") provided the lawyer properly selects and supervises the foreign assistants, ensures the preservation of client confidences, avoids conflicts of interests, discloses the outsourcing, and obtains the client's advanced informed consent.</i>
	2011 Formal Ethics Opinion 14	Outsourcing Clerical or Administrative Tasks <i>Opinion rules that a lawyer must obtain client consent, confirmed in writing, before outsourcing its transcription and typing needs to a company located in a foreign jurisdiction.</i>
Paralegals and non-lawyers	Rule 5.3	Responsibilities Regarding Nonlawyer Assistants
	NC State Bar “Guidelines for Use of Non-Lawyers in Rendering Legal Services (July 17, 1998)	These were withdrawn upon adoption of Revised Rules and never reissued.

	RPC 29	<p>Editor's Note: Originally published as RPC 29 (Revised). For subsequent history, see RPC 216.</p> <p>Purchase and Use of Title Abstracts <i>Opinion rules that an attorney may not rely upon title information from a nonlawyer assistant without direct supervision by said attorney.</i></p>
	RPC 147	<p>Percentage Bonuses for Paralegals <i>Opinion holds that an attorney may not pay a percentage of fees to a paralegal as a bonus.</i></p>
	RPC 176	<p>Conflict of Interest Involving a Legal Assistant <i>Opinion rules that a lawyer who employs a paralegal is not disqualified from representing a party whose interests are adverse to that of a party represented by a lawyer for whom the paralegal previously worked.</i></p>
	RPC 216	<p>Using the Services of an Independent Title Abstractor <i>Opinion rules that a lawyer may use the services of a nonlawyer independent contractor to search a title provided the nonlawyer is properly supervised by the lawyer.</i></p>
	99 Formal Ethics Opinion 6	<p>Ownership of Title Agency <i>Opinion examines the ownership of a title insurance agency by lawyers in North and South Carolina as well as the supervision of an independent paralegal.</i></p>
	99 Formal Ethics Opinion 13	<p>Supervision of Paralegal Closing a Residential Real Estate Transaction Editor's note: This opinion is overruled by 2002 Formal Ethics Opinion 9. <i>Opinion rules that competent practice requires the presence of the closing lawyer at a residential real estate closing conference to explain the documents being executed, answer questions, and advocate for the client or clients. A non-lawyer may oversee the execution of documents outside the presence of the lawyer provided the closing lawyer provides adequate supervision and is present at the closing conference to complete the transaction.</i></p>
	2001 Formal Ethics Opinion 4	<p>Supervision of Paralegal Closing a Residential Real Estate Refinancing <i>Opinion rules that competent legal representation of a borrower requires the presence of the lawyer at the closing of a residential real estate refinancing. A nonlawyer may oversee the execution of documents outside the presence of the lawyer provided the lawyer adequately supervises the nonlawyer and is present at the closing conference to complete the transaction.</i></p>
	2002 Formal Ethics Opinion 9	<p>Delegation to Nonlawyer Assistant of Certain Tasks Associated with a Residential Real Estate Transaction <i>Opinion rules that a nonlawyer assistant supervised by a lawyer may identify to the client who is a party to such a transaction the documents to be executed with respect to the transaction, direct the client as to the correct place on each document to sign, and handle the disbursement of proceeds for a residential real estate transaction, even though the supervising lawyer is not physically present.</i></p>

	<u>2002 Formal Ethics Opinion 9</u>	<p>Delegation to Nonlawyer Assistant of Certain Tasks Associated with a Residential Real Estate Transaction <i>Opinion rules that a nonlawyer assistant supervised by a lawyer may identify to the client who is a party to such a transaction the documents to be executed with respect to the transaction, direct the client as to the correct place on each document to sign, and handle the disbursement of proceeds for a residential real estate transaction, even though the supervising lawyer is not physically present.</i></p>
	<u>2005 Formal Ethics Opinion 10</u>	<p>Virtual Law Practice and Unbundled Legal Services <i>Opinion addresses ethical concerns raised by an internet-based or virtual law practice and the provision of unbundled legal services.</i></p>
	<u>2007 Formal Ethics Opinion 3</u>	<p>Responding to Unauthorized Practice at Quasi-Judicial Hearing Before Government Body <i>Opinion explains the duties of a lawyer who represents a local government and of a lawyer who is elected to the governing body of the local government relative to a nonlawyer appearing in a representative capacity for a party at a zoning variance and other quasi-judicial hearings before the government body.</i></p>
	<u>2007 Formal Ethics Opinion 12</u>	<p>Outsourcing Legal Support Services <i>Opinion rules that a lawyer may outsource limited legal support services to a foreign lawyer or a nonlawyer (collectively "foreign assistants") provided the lawyer properly selects and supervises the foreign assistants, ensures the preservation of client confidences, avoids conflicts of interests, discloses the outsourcing, and obtains the client's advanced informed consent.</i></p>
	<u>2009 Formal Ethics Opinion 2</u>	<p>Responding to Unauthorized Practice of Law in Preparation of a Deed <i>Opinion rules a closing lawyer who reasonably believes that a title company engaged in the unauthorized practice of law when preparing a deed must report the lawyer who assisted the title company but may close the transaction if client consents and doing so is in the client's interest.</i></p>
	<u>2011 Formal Ethics Opinion 14</u>	<p>Outsourcing Clerical or Administrative Tasks <i>Opinion rules that a lawyer must obtain client consent, confirmed in writing, before outsourcing its transcription and typing needs to a company located in a foreign jurisdiction.</i></p>
	<u>Authorized Practice Advisory Opinion 2002-1</u>	<p>On the Role of Laypersons in the Consummation of Residential Real Estate Transactions January 24, 2003 http://www.ncbar.gov/ethics/ethics.asp?order=0</p>
	<u>Paralegal Certification</u>	<p>http://www.nccertifiedparalegal.org/</p>

Partition	2009 Formal Ethics Opinion 8	Service as Commissioner after Representing Party to Partition Proceeding <i>Opinion provides guidelines for a lawyer for a party to a partition proceeding and rules that the lawyer may subsequently serve as a commissioner for the sale but not as one of the commissioners for the partitioning of the property.</i>
	2015 Formal Ethics Opinion 1	Preparing Pleadings and Other Filings for an Unrepresented Opposing Party <i>Opinion rules that a lawyer may not prepare pleadings and other filings for an unrepresented opposing party in a civil proceeding currently pending before a tribunal if doing so is tantamount to giving legal advice to that person.</i>
Power of Attorney	2003 Formal Ethics Opinion 7	Preparation of Power of Attorney for Principal Upon Request of Prospective Attorney-in-Fact <i>Opinion rules that a lawyer may not prepare a power of attorney for the benefit of the principal at the request of another individual or third-party payer without consulting with, exercising independent professional judgment on behalf of, and obtaining consent from the principal.</i>
	2006 Formal Ethics Opinion 11	Preparation of Legal Documents at the Request of Another <i>Opinion rules that, outside of the commercial or business context, a lawyer may not, at the request of a third party, prepare documents, such as a will or trust instrument, that purport to speak solely for principal without consulting with, exercising independent professional judgment on behalf of, and obtaining consent from the principal.</i>
Preparation of documents	RPC 40	Lender Preparation of Closing Documents <i>Opinion rules that for the purposes of a real estate transaction, an attorney may, with proper notice to the borrower, represent only the lender, and that the lender may prepare the closing documents.</i>
	RPC 41	Lender Preparation of Closing Documents <i>Opinion rules that for the purposes of a real estate transaction, an attorney may, with proper notice to the borrower, represent only the lender, and that the lender may prepare the closing documents.</i>
	2004 Formal Ethics Opinion 10	Preparation of Deed When Representing Buyer In Closing <i>Opinion rules that the lawyer for the buyer of residential real estate may prepare the deed without creating a client-lawyer relationship with the seller provided the lawyer makes specific disclosures to the seller and clarifies her role for the seller.</i>
	2006 Formal Ethics Opinion 11	Preparation of Legal Documents at the Request of Another <i>Opinion rules that, outside of the commercial or business context, a lawyer may not, at the request of a third party, prepare documents, such as a will or trust instrument, that purport to speak solely for principal without consulting with, exercising independent professional judgment on behalf of, and obtaining consent from the principal.</i>

	2008 Formal Ethics Opinion 14	<p>Attribution When Using the Written Work of Another Editor's note: The original version of this opinion was adopted by the State Bar Council on January 23, 2009, and withdrawn by the council on July 24, 2009, in order to publish this proposed revision.</p> <p><i>Opinion rules that it is not an ethical violation when a lawyer fails to attribute or obtain consent when incorporating into his own brief, contract, or pleading excerpts from a legal brief, contract, or pleading written by another lawyer.</i></p>
	2009 Formal Ethics Opinion 2	<p>Responding to Unauthorized Practice of Law in Preparation of a Deed <i>Opinion rules a closing lawyer who reasonably believes that a title company engaged in the unauthorized practice of law when preparing a deed must report the lawyer who assisted the title company but may close the transaction if client consents and doing so is in the client's interest.</i></p>
	2009 Formal Ethics Opinion 12	<p>Preparation of Documents for Unrepresented Adverse Party <i>Opinion rules that a lawyer may prepare an affidavit and confession of judgment for an unrepresented adverse party provided the lawyer explains who he represents and does not give the unrepresented party legal advice; however, the lawyer may not prepare a waiver of exemptions for the adverse party.</i></p>
Real Estate Brokers	CPR 103	Attorney may represent purchaser for whom attorney's spouse was realtor so long as spouse recommended Attorney on request of purchaser and did not "officially request" the purchaser to use Attorney.
	CPR 307	Law Practice and Real Estate Brokerage Attorney may practice law and serve as real estate broker, but subject to conditions and requirements, including separate maintenance of office records and disclosures to clients.
	CPR 330	Lawyer as Real Estate Broker Joint law firm and realty company may identify Attorneys as licensed attorneys on letterhead, advertise both services and maintain them in same office (with separate records maintenance), but may not jointly advertise a package plan for brokerage commissions and legal fees combined.
	RPC 49	Real Estate Brokerage Owned by Lawyers <i>Opinion rules that attorneys that own stock in a real estate company may refer clients to the company if such would be in the client's best interest and there is full disclosure, and that such attorneys may not close transactions brokered by the real estate firm.</i>
	RPC 88	Employment of a Secretary Who is Also a Real Estate Broker <i>Opinion rules that a lawyer may close a real estate transaction brokered by a real estate firm which employs the attorney's secretary as a part-time real estate broker.</i>

	<u>RPC 188</u>	Receipt of Commission by Relative of Closing Lawyer <i>Opinion rules that a lawyer may close a real estate transaction brokered by the lawyer's spouse with the consent of the parties to the transaction.</i>
	<u>RPC 201</u>	Combining Law Practice and Work as Realtor <i>Opinion explores the circumstances under which a lawyer who is also a real estate salesperson may close real estate transactions brokered by the real estate company with which he is affiliated.</i>
Recording	<u>99 Formal Ethics Opinion 9</u>	Lawyer's Obligation to Disburse Closing Funds <i>Opinion rules that a lawyer who represents the buyer in a real estate closing, and subsequently records the deed, may not withhold the funds for the purchase price from the seller upon the buyer's post-closing instruction.</i>
	<u>2001 Formal Ethics Opinion 12</u>	Affixing Excess Tax Stamps on a Recorded Deed <i>Opinion rules that a closing lawyer may not counsel or assist a client to affix excess excise tax stamps on an instrument for registration with the register of deeds.</i>
	<u>2008 Formal Ethics Opinion 7</u>	Lawyer's Obligation to Record or to Disburse Closing Funds Editor's note: This opinion expands upon <u>99 FEO 9</u> . To the extent that this opinion differs from <u>99 FEO 9</u> , that opinion is overruled. <i>Opinion rules that a closing lawyer shall not record and disburse when a seller has delivered the deed to the lawyer but the buyer instructs the lawyer to take no further action to close the transaction.</i>
Reporting Unethical Conduct	<u>RPC 17</u>	Reporting Unethical Conduct <i>Opinion rules that a lawyer who acquires knowledge of apparent misconduct must report this matter to the State Bar.</i>
Title Insurance – Ownership & Directed Business	<u>CPR 101</u>	It is unethical for a lawyer who owns a substantial interest, directly or indirectly as through family members or business or professional associates, in a title insurance company, agency, or agent, and who acts as lawyer in a real estate settlement or sale insured by such title insurance company or through such agency or agent, to receive any commission, fee, salary, dividend, or other compensation or benefit from such title insurance company, agency or agent, whether or not such fact is disclosed to the client for whom he performed said services.
	<u>CPR 104</u>	Inquiry: What may a Young Lawyers Association ethically do about getting on a lending institution's approved list of attorneys for title searches? Opinion: Lawyers, whether or not young and whether or not associated in an association, may ethically request a lending institution or a title insurance company, agency or agent to review their qualifications and place them on their approved list of attorneys for title searches.

	CPR 342	Attorney should not acquiesce in the request of Lender to obtain title insurance from Company X when Attorney knows that the Lender's insistence upon Company X is a violation of N.C.G.S. 75-17.
	CPR 369	<i>Opinion rules that attorney may close loan when lender suggests particular title insurance company.</i>
	<u>RPC 57</u>	Participation as an Approved Attorney <i>Opinion rules that a lawyer may agree to be on a list of attorneys approved to handle all of a lender's title work.</i>
	<u>RPC 185</u>	Ownership of Stock in Title Insurance Agency <i>Opinion rules that a lawyer who owns any stock in a title insurance agency may not give title opinions to the title insurance company for which the title insurance agency issues policies.</i>
	<u>99 Formal Ethics Opinion 6</u>	Ownership of Title Agency <i>Opinion examines the ownership of a title insurance agency by lawyers in North and South Carolina as well as the supervision of an independent paralegal.</i>
	<u>2009 Formal Ethics Opinion 14</u>	Placing Client's Title Insurance in Agency in Which Lawyer's Spouse Has an Ownership Interest <i>Opinion rules that a lawyer participating in a real estate transaction may not in such transaction place his client's title insurance in a title insurance agency in which the lawyer's spouse has any ownership interest.</i>
	<u>2008 Formal Ethics Opinion 13</u>	Audit of Real Estate Trust Account by Title Insurer <i>Opinion rules that, unless affected clients expressly consent to the disclosure of their confidential information, a lawyer may allow a title insurer to audit the lawyer's real estate trust account and reconciliation reports only if certain written assurances to protect client confidences are obtained from the title insurer, the audited account is only used for real estate closings, and the audit is limited to certain records and to real estate transactions insured by the title insurer.</i>
	<u>2009 Formal Ethics Opinion 2</u>	Responding to Unauthorized Practice of Law in Preparation of a Deed <i>Opinion rules a closing lawyer who reasonably believes that a title company engaged in the unauthorized practice of law when preparing a deed must report the lawyer who assisted the title company but may close the transaction if client consents and doing so is in the client's interest.</i>
	<u>2011 Formal Ethics Opinion 4</u>	Participation in Referral Arrangement <i>Opinion rules that a lawyer may not agree to procure title insurance exclusively from a particular title insurance agency on every transaction referred to the lawyer by a person associated with the agency.</i>

Title Search – Tacking	RPC 99	Title Insurance Tacking <i>Opinion rules that a lawyer may tack onto an existing title insurance policy.</i>
	2009 Formal Ethics Opinion 17	Tacking as Question of Standard of Care <i>Opinion rules that whether a lawyer rendering a title opinion to a title insurer should tack to an owner’s policy of title insurance or a mortgagee’s (lender’s) policy is a question of standard of care and outside the purview of the Ethics Committee</i>
Title Search – Certification, updating & recording	CPR 254	<p>If a lawyer owns real property which he is selling or has a beneficial interest in a corporation, partnership or other entity which is selling real property, it is unethical for him or a member of his law firm to certify title or issue a title opinion in connection with the sales transaction.</p> <p>If a lawyer is purchasing real property or has a beneficial interest in a corporation, partnership or other entity which is purchasing real property or obtaining a loan on real property, then either he or a member of his law firm may certify title or issue a title opinion in connection with the purchase or loan at the request of, or for the benefit of, an institutional lender, a title insurance company or the purchasing entity, if the attorney fully discloses his beneficial interest to all parties to whom he is certifying the title.</p> <p>For purposes of this opinion, "member of a law firm" includes either a partner or associates therein. Having a "beneficial interest" includes ownership as an individual or cotenant, but does not include equity ownership in a publicly held corporation, savings and loan association or credit union.</p> <p>This opinion is a modification of CPR 236 and CPR 246.</p>
	CPR 302	Where Attorney has a beneficial interest in the property being sold, Attorney may not certify title or represent the purchaser in any way.
	RPC 29	<p>Editor's Note: This opinion was originally published as RPC 29 (Revised). For subsequent history, see RPC 216.</p> <p>Purchase and Use of Title Abstracts <i>Opinion rules that an attorney may not rely upon title information from a nonlawyer assistant without direct supervision by said attorney.</i></p>
	RPC 44	Attorney's Obligation to Follow Closing Instructions <i>Opinion rules that a closing attorney must follow the lender's closing instruction that closing documents be recorded prior to disbursement.</i>

	<u>RPC 83</u>	Rendering a Title Opinion Upon Property In Which the Lawyer Has a Beneficial Interest <i>Opinion rules that the significance of an attorney's personal interest in property determines whether he or she has a conflict of interest sufficient to disqualify him or her from rendering a title opinion concerning that property.</i>
	<u>RPC 99</u>	Title Insurance Tacking <i>Opinion rules that a lawyer may tack onto an existing title insurance policy</i>
	<u>RPC 121</u>	Legal Opinion for Nonclient <i>Opinion rules that a borrower's lawyer may render a legal opinion to the lender.</i>
	<u>RPC 216</u>	Using the Services of an Independent Title Abstractor <i>Opinion rules that a lawyer may use the services of a nonlawyer independent contractor to search a title provided the nonlawyer is properly supervised by the lawyer.</i>
	<u>RPC 227</u>	Release of Title Notes to Former Client <i>Opinion rules that a former residential real estate client is not entitled to the lawyer's title notes or abstracts regardless of whether such information is stored in the client's file. However, a lawyer formerly associated with a firm may be entitled to examine the title notes made by the lawyer to provide further representation to the same client.</i>
	<u>2009 Formal Ethics Opinion 17</u>	Tacking as Question of Standard of Care <i>Opinion rules that whether a lawyer rendering a title opinion to a title insurer should tack to an owner's policy of title insurance or a mortgagee's (lender's) policy is a question of standard of care and outside the purview of the Ethics Committee</i>
	<u>2011 Formal Ethics Opinion 14</u>	Outsourcing Clerical or Administrative Tasks <i>Opinion rules that a lawyer must obtain client consent, confirmed in writing, before outsourcing its transcription and typing needs to a company located in a foreign jurisdiction.</i>
Trust Accounting	NCGS Chapter 45A, Good Funds Settlement Act	
	<u>RPC 150</u>	Linking Trust and Business Accounts <i>Opinion rules that an attorney cannot permit the bank to link her trust and business accounts for the purpose of determining interest earned or charges assessed if such an arrangement causes the attorney to use client funds from the trust account to offset service charges assessed on the business account.</i>
	<u>RPC 247</u>	Payment of Fees by Electronic Transfer <i>Opinion provides guidelines for receipt of payment of earned and unearned fees by electronic transfers.</i>

	<u>97 Formal Ethics Opinion 9</u>	<p>Credit Card Chargebacks Against a Trust Account <i>Opinion rules that, provided steps are taken to safeguard the client funds on deposit in a trust account, a lawyer may accept fees paid by credit card although the bank's agreement to process such charges authorizes the bank to debit the lawyer's trust account in the event a credit card charge is disputed by a client.</i></p>
	<u>98 Formal Ethics Opinion 15</u>	<p>The Year 2000 Problem and Lawyer Trust Accounts <i>Opinion rules that whether the year 2000 computer problem is being adequately addressed by a depository bank should be considered when selecting a depository bank for a trust account.</i></p>
	<u>99 Formal Ethics Opinion 9</u>	<p>Lawyer's Obligation to Disburse Closing Funds <i>Opinion rules that a lawyer who represents the buyer in a real estate closing, and subsequently records the deed, may not withhold the funds for the purchase price from the seller upon the buyer's post-closing instruction.</i></p>
	<u>2001 Formal Ethics Opinion 14</u>	<p>Using CD-ROM Digital Check Images for Trust Account Records <i>Opinion rules that retaining a CD-ROM with digital images of trust account checks that is provided by the depository bank satisfies record-keeping requirements for trust accounts.</i></p>
	<u>2005 Formal Ethics Opinion 11</u>	<p>Interim Account for Costs Associated with Real Estate Closings <i>Opinion examines the requirements for an interim account used to pay the costs for real estate closings and also rules that the actual costs may be marked up by the lawyer provided there is full disclosure and the overcharges are not clearly excessive.</i></p>
	<u>2006 Formal Ethics Opinion 15</u>	<p>Dormancy Fee on Unclaimed Funds <i>Opinion rules that a lawyer may charge a reasonable dormancy fee against unclaimed funds if the client agrees in advance and the fee meets other statutory requirements.</i></p>
	<u>2008 Formal Ethics Opinion 7</u>	<p>Lawyer's Obligation to Record or to Disburse Closing Funds Editor's note: This opinion expands upon <u>99 FEO 9</u>. To the extent that this opinion differs from <u>99 FEO 9</u>, that opinion is overruled. <i>Opinion rules that a closing lawyer shall not record and disburse when a seller has delivered the deed to the lawyer but the buyer instructs the lawyer to take no further action to close the transaction.</i></p>
	<u>2008 Formal Ethics Opinion 13</u>	<p>Audit of Real Estate Trust Account by Title Insurer <i>Opinion rules that, unless affected clients expressly consent to the disclosure of their confidential information, a lawyer may allow a title insurer to audit the lawyer's real estate trust account and reconciliation reports only if certain written assurances to protect client confidences are obtained from</i></p>

		<i>the title insurer, the audited account is only used for real estate closings, and the audit is limited to certain records and to real estate transactions insured by the title insurer.</i>
	<u>2009 Formal Ethics Opinion 4</u>	Credit Card Account that Avoids Commingling <i>Opinion rules that a law firm may establish a credit card account that avoids commingling by depositing unearned fees into the law firm's trust account and earned fees into the law firm's operating account provided the problem of chargebacks is addressed.</i>
	<u>2011 Formal Ethics Opinion 7</u>	Using Online Banking to Manage a Trust Account <i>Opinion rules that a law firm may use online banking to manage its trust accounts provided the firm's managing lawyers are regularly educated on the security risks and actively maintain end-user security.</i>
	<u>2011 Formal Ethics Opinion 13</u>	Retaining Funds in Trust Account to Pay Disputed Legal Fee Editor's note: This opinion is not intended to imply that a lawyer for an estate is required to petition the clerk for approval of the lawyer's fee, however, the personal representative's commission may be reduced if the Clerk of Court does not approve the lawyer's fee in advance. <i>Opinion rules that client funds or the funds of a third party that are placed in the lawyer's control for the purpose of being safeguarded, managed, or disbursed in connection with a transaction, but which were not designated or identified as funds for the payment of legal fees, may not be retained in the trust account, pursuant to Rule 1.15-2(g), as disputed funds to which the lawyer may be entitled.</i>
	<u>2013 Formal Ethics Opinion 13</u>	Disbursement Against Funds Credited to Trust Account by ACH and EFT <i>Opinion rules that a lawyer may disburse immediately against funds that are credited to the lawyer's trust account by automated clearinghouse (ACH) transfer and electronic funds transfer (EFT) despite the risk that an originator may initiate a reversal.</i>
	<u>2013 Formal Ethics Opinion 15</u>	Return of Electronic Records to Client upon Termination of Representation <i>Opinion rules that records relative to a client's matter that would be helpful to subsequent legal counsel must be provided to the client upon the termination of the representation, and may be provided in an electronic format if readily accessible to the client without undue expense.</i>
	<u>2015 Formal Ethics Opinion 6</u>	Lawyer's Professional Responsibility When Third Party Steals Funds from Trust Account <i>Opinion rules that when funds are stolen from a lawyer's trust account by a third party who is not employed or supervised by the lawyer, and the lawyer was managing the trust account in compliance with the Rules of Professional Conduct, the lawyer is not professionally responsible for replacing the funds stolen from the account.</i> NOTE: This opinion is limited to a lawyer's professional responsibilities and is not intended to opine on a lawyer's legal liability.

	<u>2019 Formal Ethics Opinion 5</u>	RECEIPT OF VIRTUAL CURRENCY IN LAW PRACTICE <i>Opinion rules that a lawyer may receive virtual currency as a flat fee for legal services, provided the fee is not clearly excessive and the terms of Rule 1.8(a) are satisfied. A lawyer may not, however, accept virtual currency as entrusted funds to be billed against or to be held for the benefit of the lawyer, the client, or any third party.</i>
	<u>2020 Formal Ethics Opinion 5</u>	A LAWYER’S RESPONSIBILITY IN AVOIDING FRAUDULENT ATTEMPTS TO OBTAIN ENTRUSTED CLIENT FUNDS <i>Opinion discusses a lawyer’s professional responsibility to inform clients about relevant, potential fraudulent attempts to improperly acquire client funds during a real property transaction.</i>
	Attorney’s Trust Account Handbook (Rev 6/2009)	Attorney’s Trust Account Handbook http://www.ncbar.gov/PDFs/Trust%20Account%20Handbook.pdf
	Exemption from Random Audit	Form: http://www.ncbar.gov/PDFs/11a.pdf To be exempt, a lawyer and his/her accountant must make the indicated certifications and the lawyer must submit the completed form to the Secretary of the State Bar. The required period covered by the audit is 12 months. Exemptions are good for 15 months from the date the audit period was concluded.
Trustee on Deed of Trust; Lawyer as	<u>RPC 3</u>	Lawyer as Trustee <i>Opinion rules that lawyer may act as Trustee after having represented the seller.</i>
	<u>RPC 82</u>	The Lawyer as Trustee <i>The State Bar has received an increasing number of inquiries related to the role of an attorney serving as trustee under a deed of trust. In an effort to clarify the responsibilities of the lawyer-trustee, the Ethics Committee has reviewed CPRs 94, 107, 166, 201, 218, 220, 297, 303, 305 and RPCs 46 and 3.</i> <i>The responsibilities and limitations of the lawyer acting as trustee arise primarily from the lawyer's fiduciary relationship in serving as trustee as opposed to any attorney-client relationship. That fiduciary relationship demands that the trustee be impartial to both the trustor and the beneficiary and, therefore, the trustee may not act as advocate for either against the other. On the other hand, once the fiduciary duties of the trustee terminate, the lawyer may take a position adverse to the trustor or beneficiary so long as the lawyer is not otherwise disqualified.</i>
	<u>RPC 90</u>	Trustee for a Deed of Trust <i>Opinion rules that a lawyer who has as trustee initiated a foreclosure proceeding may resign as trustee after the foreclosure is contested and act as lender's counsel.</i>

	<u>2004 Formal Ethics Opinion 3</u>	Common Representation of Lender and Trustee on a Deed of Trust <i>Opinion rules that a lawyer may represent both the lender and the trustee on a deed of trust in a dispute with the borrower if the conditions on common representation can be satisfied.</i>
Witness Closings	<u>RPC 213</u>	Lawyer's Employee as Witness <i>Opinion rules that a lawyer may represent a defendant in an action to abate the nuisance of a fence even though his paralegal may be called as a witness.</i>
	<u>98 Formal Ethics Opinion 8</u>	Participation in a Witness Closing <i>Opinion rules that a lawyer may not participate in a closing or sign a preliminary title opinion if, after reasonable inquiry, the lawyer believes that the title abstract or opinion was prepared by a non-lawyer without supervision by a licensed North Carolina lawyer.</i>
Web, Internet & Technology	<u>RPC 215</u>	Modern Communications Technology and the Duty of Confidentiality <i>Opinion rules that when using a cellular or cordless telephone or any other unsecure method of communication, a lawyer must take steps to minimize the risk that confidential information may be disclosed.</i>
	<u>RPC 234</u>	Electronic Storage of Client's File <i>Opinion rules that an inactive client file may be stored in an electronic format provided original documents with legal significance are preserved and the documents in the electronic file can be reproduced on paper.</i>
	<u>RPC 239</u>	Advertising on the Internet <i>Opinion rules that a lawyer may display truthful information about the lawyer's legal services on a World Wide Web site on the Internet.</i>
	<u>RPC 241</u>	Participating in a Directory of Lawyers on the Internet <i>Opinion rules that a lawyer may participate in a directory of lawyers on the Internet if the information about the lawyer in the directory is truthful.</i>
	<u>RPC 247</u>	Payment of Fees by Electronic Transfer <i>Opinion provides guidelines for receipt of payment of earned and unearned fees by electronic transfers.</i>
	<u>RPC 252</u>	Receipt of Inadvertently Disclosed Materials from Opposing Party Editor's Note: To the extent that this opinion is contrary to Rule 4.4, Respect for Rights of Third Persons, paragraph (b) and comments [2] and [3], as revised in 2003 and thereafter, the rule and comment are controlling. <i>Opinion rules that a lawyer in receipt of materials that appear on their face to be subject to the attorney-client privilege or otherwise confidential, which were inadvertently sent to the lawyer by the opposing</i>

		<i>party or opposing counsel, should refrain from examining the materials and return them to the sender.</i>
	<u>98 Formal Ethics Opinion 15</u>	The Year 2000 Problem and Lawyer Trust Accounts <i>Opinion rules that whether the year 2000 computer problem is being adequately addressed by a depository bank should be considered when selecting a depository bank for a trust account.</i>
	<u>2000 Formal Ethics Opinion 3</u>	Responding to Inquiries Posted on a Message Board on the Web <i>Opinion rules a lawyer may respond to an inquiry posted on a web page message board provided there are certain disclosures.</i>
	<u>2001 Formal Ethics Opinion 14</u>	Using CD-ROM Digital Check Images for Trust Account Records <i>Opinion rules that retaining a CD-ROM with digital images of trust account checks that is provided by the depository bank satisfies record-keeping requirements for trust accounts.</i>
	<u>2002 Formal Ethics Opinion 5</u>	Retention of Email in a Client's File <i>Opinion rules that whether electronic mail should be retained as a part of a client's file is a legal decision to be made by the lawyer.</i>
	<u>2004 Formal Ethics Opinion 1</u>	Participation in On-Line Legal Matching Service <i>Opinion rules that a lawyer may participate in an on-line service that is similar to both a lawyer referral service and a legal directory provided there is no fee sharing with the service and all communications about the lawyer and the service are truthful.</i>
	<u>2005 Formal Ethics Opinion 10</u>	Virtual Law Practice and Unbundled Legal Services <i>Opinion addresses ethical concerns raised by an internet-based or virtual law practice and the provision of unbundled legal services.</i>
	<u>2005 Formal Ethics Opinion 14</u>	Identifying Information in URL for Law Firm Website <i>Opinion rules that the URL for a law firm website does not have to include words that identify the site as belonging to a law firm provided the URL is not otherwise misleading.</i>
	<u>2006 Formal Ethics Opinion 7</u>	Participation in a For-Profit Networking Organization <i>Opinion rules that a lawyer may be a member of a for-profit networking organization provided the lawyer does not distribute business cards and is not required to make referrals to other members.</i>
	<u>2008 Formal Ethics Opinion 5</u>	Web-based Management of Client Records <i>Opinion rules that client files may be stored on a website accessible by clients via the internet provided the confidentiality of all client information on the website is protected.</i>

	<u>2009 Formal Ethics Opinion 1</u>	<p>Review and Use of Metadata <i>Opinion rules that a lawyer must use reasonable care to prevent the disclosure of confidential client information hidden in metadata when transmitting an electronic communication and a lawyer who receives an electronic communication from another party or another party's lawyer must refrain from searching for and using confidential information found in the metadata embedded in the document.</i></p>
	<u>2009 Formal Ethics Opinion 9</u>	<p>Computer-Based Conflict Checking Systems <i>Opinion describes reasonable procedures for a computer-based conflicts checking system.</i></p>
	<u>2009 Formal Ethics Opinion 16</u>	<p>Including Information on Verdicts, Settlements, and Memberships on a Website <i>Opinion rules that a website may include a case summary section showcasing successful verdicts and settlements if the section contains factually accurate information accompanied by an appropriate disclaimer and that any reference on the website to membership in an organization with a self-laudatory name must comply with the requirements of 2003 FEO 3.</i> Editor's Note: Upon adoption of this proposed opinion by the State Bar Council, 2000 FEO 1 will be overruled to the extent it is inconsistent and the Ethics Committee will recommend that the council withdrawal 2009 FEO 6 [which was withdrawn].</p>
	<u>2010 Formal Ethics Opinion 14</u>	<p>Use of Search Engine Company's Keyword Advertisements <i>Opinion rules that it is a violation of the Rules of Professional Conduct for a lawyer to select another lawyer's name as a keyword for use in an Internet search engine company's search-based advertising program.</i></p>
	<u>2011 Formal Ethics Opinion 6</u>	<p>Subscribing to Software as a Service While Fulfilling the Duties of Confidentiality and Preservation of Client Property <i>Opinion rules that a lawyer may contract with a vendor of software as a service provided the lawyer uses reasonable care to safeguard confidential client information.</i></p>
	<u>2011 Formal Ethics Opinion 7</u>	<p>Using Online Banking to Manage a Trust Account <i>Opinion rules that a law firm may use online banking to manage its trust accounts provided the firm's managing lawyers are regularly educated on the security risks and actively maintain end-user security.</i></p>
	<u>2011 Formal Ethics Opinion 8</u>	<p>Utilizing Live Chat Support Service on Law Firm Website <i>Opinion provides guidelines for the use of live chat support services on law firm websites.</i></p>
	<u>2011 Formal Ethics Opinion 10</u>	<p>Lawyer Advertising on Deal of the Day or Group Coupon Website <i>Opinion rules that a lawyer may advertise on a website that offers daily discounts to consumers where the website company's compensation is a percentage of the amount paid to the lawyer if certain disclosures are made and certain conditions are satisfied.</i></p>

	<u>2012 Formal Ethics Opinion 7</u>	<p>Copying Represented Persons on Electronic Communications <i>Opinion provides that consent from the lawyer for a represented person must be obtained before copying that person on electronic communications; however, the consent required by Rule 4.2 may be implied by the facts and circumstances surrounding the communication.</i></p>
	<u>2012 Formal Ethics Opinion 8</u>	<p>Lawyer’s Acceptance of Recommendations on Professional Networking Website <i>Opinion rules that a lawyer may ask a former client for a recommendation to be posted on the lawyer’s profile on a professional networking website and may accept a recommendation if certain conditions are met.</i></p>
	<u>2012 Formal Ethics Opinion 10</u>	<p>Participation as a “Network” Lawyer for Company Providing Litigation or Administrative Support Services <i>Opinion rules a lawyer may not participate as a network lawyer for a company providing litigation or administrative support services for clients with a particular legal/business problem unless certain conditions are satisfied.</i></p>
	<u>2013 Formal Ethics Opinion 10</u>	<p>Participation in Online Group Legal Advertising Using Territorial Exclusivity <i>Opinion rules that, with certain disclosures, a lawyer may participate in an online group legal advertising service that gives a participating lawyer exclusive rights to contacts arising from a particular territory.</i></p>
	<u>2013 Formal Ethics Opinion 13</u>	<p>Disbursement Against Funds Credited to Trust Account by ACH and EFT <i>Opinion rules that a lawyer may disburse immediately against funds that are credited to the lawyer’s trust account by automated clearinghouse (ACH) transfer and electronic funds transfer (EFT) despite the risk that an originator may initiate a reversal.</i></p>
	<u>2013 Formal Ethics Opinion 15</u>	<p>Return of Electronic Records to Client upon Termination of Representation <i>Opinion rules that records relative to a client’s matter that would be helpful to subsequent legal counsel must be provided to the client upon the termination of the representation, and may be provided in an electronic format if readily accessible to the client without undue expense.</i></p>
	<u>2015 Formal Ethics Opinion 6</u>	<p>Lawyer’s Professional Responsibility When Third Party Steals Funds from Trust Account Opinion rules that when funds are stolen from a lawyer’s trust account by a third party who is not employed or supervised by the lawyer, and the lawyer was managing the trust account in compliance with the Rules of Professional Conduct, the lawyer is not professionally responsible for replacing the funds stolen from the account.</p> <p>NOTE: This opinion is limited to a lawyer’s professional responsibilities and is not intended to opine on a lawyer’s legal liability.</p>

	<u>2018 Formal Ethics Opinion 1</u>	<p>PARTICIPATION IN WEBSITE DIRECTORIES AND RATING SYSTEMS THAT INCLUDE THIRD PARTY REVIEWS <i>Opinion explains when a lawyer may participate in an online rating system, and a lawyer’s professional responsibility for the content posted on a profile on a website directory.</i></p>
	<u>2018 Formal Ethics Opinion 7</u>	<p>ONLINE REVIEW SOLICITATION SERVICE <i>Opinion rules that, subject to certain conditions, a lawyer may participate in an online service for soliciting client reviews that collects and posts positive reviews to increase the lawyer’s ranking on internet search engines.</i></p>
	<u>2018 Formal Ethics Opinion 8</u>	<p>ADVERTISING INCLUSION IN SELF-LAUDATORY LIST OR ORGANIZATION <i>Opinion rules that a lawyer may advertise the lawyer’s inclusion in a list or membership in an organization that bestows a laudatory designation on the lawyer subject to certain conditions.</i> Editor’s Note: 2007 FEO 14, Advertising Inclusion in List in North Carolina Super Lawyers and Other Similar Publications, was withdrawn by the State Bar Council on October 25, 2019 upon adoption by the Council of the opinion below.</p>
	<u>2019 Formal Ethics Opinion 5</u>	<p>RECEIPT OF VIRTUAL CURRENCY IN LAW PRACTICE <i>OPINION RULES THAT A LAWYER MAY RECEIVE VIRTUAL CURRENCY AS A FLAT FEE FOR LEGAL SERVICES, PROVIDED THE FEE IS NOT CLEARLY EXCESSIVE AND THE TERMS OF RULE 1.8(A) ARE SATISFIED. A LAWYER MAY NOT, HOWEVER, ACCEPT VIRTUAL CURRENCY AS ENTRUSTED FUNDS TO BE BILLED AGAINST OR TO BE HELD FOR THE BENEFIT OF THE LAWYER, THE CLIENT, OR ANY THIRD PARTY.</i></p>
	<u>2020 Formal Ethics Opinion 5</u>	<p>A LAWYER’S RESPONSIBILITY IN AVOIDING FRAUDULENT ATTEMPTS TO OBTAIN ENTRUSTED CLIENT FUNDS <i>OPINION DISCUSSES A LAWYER’S PROFESSIONAL RESPONSIBILITY TO INFORM CLIENTS ABOUT RELEVANT, POTENTIAL FRAUDULENT ATTEMPTS TO IMPROPERLY ACQUIRE CLIENT FUNDS DURING A REAL PROPERTY TRANSACTION.</i></p>

On-line resources:

North Carolina State Bar www.ncbar.gov

North Carolina Bar Association, Real Property Section <https://www.ncbar.org/members/communities/sections/real-property>

/NOTE: Text of most opinions are available on Chicago Title's North Carolina web site @ <https://www.northcarolina.ctic.com/legalarticles.htm> under “Ethics”