



Morgan Lewis

**CALIFORNIA RULES OF
PROFESSIONAL CONDUCT
— ARE YOU READY?
CHANGES EFFECTIVE NOV. 1, 2018**

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California Rules of Professional Conduct

- Rules that govern members of the California Bar:
 - The California Rules of Professional Conduct
 - The State Bar Act
 - California Business & Professions (B&P) Code Section 6000, *et seq.*
- Additional Information available at:
<http://www.calbar.ca.gov/Attorneys/Conduct-Discipline/Rules>

California Rules of Professional Conduct

- These new rules represent the first comprehensive changes to the rules in almost 30 years.
- The new rules adopted the same numbering as the ABA Model Rules, which will make it easier to compare California's rules to the rules of other jurisdictions.
- The new rules blend the ABA Model Rules with the laws that currently exist in California.

NEW RULES:

27 NEW RULES

42 MODIFIED RULES

EFFECTIVE NOVEMBER 1, 2018

Personal Relationships with Clients (Rule 1.8.10)

Current CA Rule	ABA Model Rule	New CA Rule
Rule 3-120	Rule 1.8(j)	Rule 1.8.10

- **Excerpt of Text:** “A lawyer shall not engage in sexual relations with a current client who is not the lawyer’s spouse or registered domestic partner, unless a consensual sexual relationship existed between them when the lawyer-client relationship commenced...”
- **New CA Rule vs. Current CA Rule:**
 - **Current CA Rule:** Prohibits sexual relations in limited circumstances where the relations are (i) required as a condition of a representation, (ii) obtained by coercion, intimidation or undue influence, or (iii) cause the lawyer to perform legal services incompetently
 - **New CA Rule:** Prohibits all sexual relations unless the consensual sexual relationship existed at the time that the lawyer-client relationship commenced.
- **New CA Rule vs. ABA Model Rule:**
 - **ABA Model Rule:** Does not include the definition of a sexual relationship.
 - **New CA Rule:** Defines “sexual relations” as “sexual intercourse or the touching of an intimate part of another person* for the purpose of sexual arousal, gratification, or abuse.”

Personal Relationships with Clients (Rule 1.8.10)

Current CA Rule	ABA Model Rule	New CA Rule
Rule 3-120	Rule 1.8(j)	Rule 1.8.10

- **Comments to Consider:**

- Generally, the New CA Rule adopts the approach used in most jurisdictions and follows the ABA Model Rules
 - Excludes clients who are spouses or registered domestic partners.
- If your client is an organization, the rule prevents counsel (in-house and outside counsel) from having sexual relations when anyone at the organization who supervises, directs or regularly consults with that lawyer concerning the organizations legal matters.
- If an alleged violation is reported by third party/non client, the State Bar will not file a Notice of Disciplinary Charge until *after* obtaining the client's side of the story.
- Imputation Rule 1.8.11 (i.e., that while lawyers are associated with a law firm, a prohibition on the rules that applies to any one of them applies to all of them) does *not* include Rule 1.8.10.

Safekeeping Funds and Property of Clients (Rule 1.15)

Current CA Rule	ABA Model Rule	New CA Rule
Rule 4-100	Rule 1.15	Rule 1.15

- **Excerpts of Text:**

- a. "All funds received or held by a lawyer or law firm* for the benefit of a client, or other person* to whom the lawyer owes a contractual, statutory, or other legal duty, including advances for fees, costs and expenses, shall be deposited in one or more identifiable bank accounts labeled "Trust Account" or words of similar import, maintained in the State of California, or, with written* consent of the client, in any other jurisdiction where there is a substantial* relationship between the client or the client's business and the other jurisdiction."
- b. "Notwithstanding paragraph (a), a flat fee paid in advance for legal services may be deposited in a lawyer's or law firm's operating account, provided: (1) the lawyer or law firm* discloses to the client in writing* (i) that the client has a right under paragraph (a) to require that the flat fee be deposited in an identified trust account until the fee is earned, and (ii) that the client is entitled to a refund of any amount of the fee that has not been earned in the event the representation is terminated or the services for which the fee has been paid are not completed; and (2) if the flat fee exceeds \$1,000.00, the client's agreement to deposit the flat fee in the lawyer's operating account and the disclosures required by paragraph (b)(1) are set forth in a writing* signed by the client."

Safekeeping Funds and Property of Clients (Rule 1.15)

Current CA Rule	ABA Model Rule	New CA Rule
Rule 4-100	Rule 1.15	Rule 1.15

- **New CA Rule vs. Current CA Rule:**

- Fees paid in advance, including flat fees, must be held in trust until the fees have been earned, unless disclosed to the client in writing and signed by the client (if the flat fee exceeds \$1,000)
- The duties owed to a client are extended to other persons, such as a statutory lienholder with a claim against the funds held by the lawyer.

- **Comments to Consider:**

- Whether a lawyer owes a contractual, statutory or other legal duty under paragraph (a) to hold funds on behalf of a person other than a client in situations where client funds are subject to a third-party lien will depend on:
 - the relationship between the lawyer and the third-party
 - whether the lawyer has assumed a contractual obligation to the third person
 - whether the lawyer has an independent obligation to honor the lien under a statute or other law
- The rule applies retroactively to funds collected before November 1st , which may necessitate moving some funds presently in a general account to a trust account.

Confidential Information of Client (Rule 1.6)

Current CA Rule	ABA Model Rule	New CA Rule
Rule 3-100	Rule 1.6	Rule 1.6

- **Excerpts of Text:**

- a. "A lawyer shall not reveal information protected from disclosure by Business and Professions Code section 6068, subdivision (e)(1) unless the client gives informed consent,* or the disclosure is permitted by paragraph (b) of this rule."
- b. "A lawyer may, but is not required to, reveal information protected by Business and Professions Code section 6068, subdivision (e)(1) to the extent that the lawyer reasonably believes* the disclosure is necessary to prevent a criminal act that the lawyer reasonably believes* is likely to result in death of, or substantial* bodily harm to, an individual, as provided in paragraph (c)."

- **New CA Rule vs. Current CA Rule:** The New CA Rule and the Current CA Rule are substantively very similar.

- **Comments to Consider:**

- Business and Professions Code section 6068(e)(1) says "It is the duty of an attorney to... maintain inviolate the confidence, and at every peril to himself or herself to preserve the secrets, of his or her client."
- *May* disclose confidential information if the lawyer "reasonably believes the disclosure is necessary to prevent a criminal act . . . likely to result in death of, or substantial bodily harm to an individual."
- A lawyer who does not reveal information permitted by paragraph (b) does not violate this rule.

Use of Current Client's Information (Rule 1.8.2)

Current CA Rule	ABA Model Rule	New CA Rule
N/A (but see Cal. Bus. & Prof. Code § 6068(e)(1))	Rule 1.8(b)	Rule 1.8.2

- **Excerpt of Text:** “A lawyer shall not use a client’s information protected by Business and Professions Code section 6068(e)(1) to the disadvantage of the client unless the client gives informed consent, except as permitted by these rules or the State Bar Act.”
- **New CA Rule vs. Current CA Rule:** There is no current CA Rule. This is a new rule.
- **New CA Rule vs. ABA Model Rule:** Key difference is the description of the information covered.
 - **ABA Model Rule:** “...relating to representation of a client...”
 - **New CA Rule:** “...protected by Business and Professions Code section 6068(e)(1)...”
 - Business and Professions Code section 6068(e)(1) says “It is the duty of an attorney to... maintain inviolate the confidence, and at every peril to himself or herself to preserve the secrets, of his or her client.”
- **Comments to Consider:** A lawyer violates the duty of loyalty by using information protected by B&P section 6068(e)(1) to the disadvantage of a current client.

Hypothetical: Use of Current Client's Information (Rule 1.8.2)

- **Facts:**

- Annabelle used to work in-house as the Senior Director of Legal Affairs at The House, Inc. ("The House").
- Now that Annabelle's kids have both left for college, Annabelle has decided to return to private practice and joined Big Firm.
- The House is not a client of Big Firm, and Annabelle no longer represents The House.
- Annabelle represented The House as in-house counsel for many years, and she still knows The House's long term business strategies, which The House considers its confidential information.
- One of Annabelle's new clients at Big Firm, Cool Condos Corp ("Cool Condos") is considering entering into a JV with Developers Developing Developments ("DDD").
- Annabelle knows that part of The House's long term business strategy was to enter into a similar arrangement with DDD before the end of the fiscal year.
- DDD will not enter into a JV with both The House and Cool Condos.

- **Questions:**

- Can Annabelle encourage Cool Condos to "move fast" on its potential JV with DDD?
- Will Annabelle violate Rule 1.8.2?

Hypothetical: Use of Current Client's Information (Rule 1.8.2)

- **Answers:**

- Annabelle will not violate Rule 1.8.2. The House is not her current client.
- However, Annabelle should be very careful before encouraging Cool Condos to “move fast” on its potential JV with DDD, because there is still a rule protecting former clients' information. Rule 1.8.2 does not replace Rule 1.9, which prevents disclosure of former clients' information.
 - Rule 1.9 governs later representations that are adverse to former clients, and also prohibits a lawyer from using confidential client information “to the disadvantage of the former client” or to “reveal” confidential client information that was “acquired by virtue of the representation of the former client.”

Specialization (Rule 7.4)

Current CA Rule	ABA Model Rule	New CA Rule
Rule 1-400	Rule 7.4	Rule 7.4

- **Excerpts of Text:**

- a. “A lawyer shall not state that the lawyer is a certified specialist in a particular field of law, unless: (1) the lawyer is currently certified as a specialist by the Board of Legal Specialization, or any other entity accredited by the State Bar to designate specialists pursuant to standards adopted by the Board of Trustees; and (2) the name of the certifying organization is clearly identified in the communication.”
- b. “Notwithstanding paragraph (a), a lawyer may communicate the fact that the lawyer does or does not practice in particular fields of law. A lawyer may also communicate that his or her practice specializes in, is limited to, or is concentrated in a particular field of law, subject to the requirements of rule 7.1.”

Specialization (Rule 7.4)

Current CA Rule	ABA Model Rule	New CA Rule
Rule 1-400	Rule 7.4	Rule 7.4

- **New CA Rule vs. Current CA Rule:**
 - **Current CA Rule:** Includes the same concepts
 - **New CA Rule:** Includes a new subsection (b), which provides that a lawyer may engage in a common practice among lawyers who market their availability by communicating that the lawyer's practice specializes in, is limited to or is concentrated in a particular field of law.
- **New CA Rule vs. ABA Model Rule:**
 - **ABA Model Rule:**
 - Includes the same concepts
 - Includes the concept that a lawyer may communicate the fact that the lawyer does or does not practice in particular fields of law
 - Specifically recognizes "Patent Attorneys" and "Admiralty" or "Proctor in Admiralty" attorneys

Hypotheticals: Specialization (Rule 7.4)

DRAFT EMAIL TO POTENTIAL CLIENT

Dear Potential Client,

As promised, I'm very happy to introduce you by email to Rachel Restaurateur and Wills Wine, both are partners in my office and are copied here.

I have been working very closely with Rachel for the last 7 years, and she focuses her practice on helping setup businesses just like yours. Wills is new to our firm, and he is a certified specialist in regulatory compliance, which will be critical for navigating the complex regulatory landscape for your business.

I would love to introduce you to both Rachel and Wills in-person. Are you available to come up to our office next week? Let me know.

Ashley Associate

Hypotheticals: Specialization (Rule 7.4)

- **Questions:**
 - Does Ashley's description of Rachel violate Rule 7.4?
 - Does Ashley's description for Wills violate Rule 7.4?

Hypotheticals: Specialization (Rule 7.4)

- **Answers:**
 - Does Ashley's description of Rachel violate Rule 7.4?
 - No, Ashley may engage in the common practice marketing by communicating the area of law that Rachel's practice focuses on.
 - Does Ashley's description for Wills violate Rule 7.4?
 - Yes, Ashley states that Wills is a certified specialist in regulatory compliance without naming the certifying organization.

Advertising/Soliciting Clients

- Rule 1-400 → Rules 7.1 through 7.5
 - Rule 7.1: Communications Concerning a Lawyer's Services
 - Rule 7.2: Advertising
 - Rule 7.3: Solicitation
 - Rule 7.4: Communication of Fields of Practice and Specialization
 - Rule 7.5: Firm Names and Trade Names

Communications re: Lawyer's Services (Rule 7.1)

- Prohibits "a false or misleading communication about the lawyer or the lawyer's services."
- False or misleading = a material misrepresentation of fact or law, or the omission of a fact necessary to make the communication considered as a whole not materially misleading
 - Comment: Applies to "all communications of any type whatsoever about the lawyer or the lawyer's services, including advertising permitted by rule 7.2."
 - Comment: A communication "that contains an **express guarantee or warranty of the result** of a particular representation is a false or misleading communication under this rule."
 - Comment: Also prohibits "truthful statements that are misleading."

Comm. re: Lawyer's Svcs. (Rule 7.1) - Hypothetical

- Contingency fee advertisement: "No fee without recovery"
- Misleading?
- Take layperson's perspective: "fees" vs. "costs"
- 20 depositions, 4 experts, \$2M in ediscovery vendor costs

Advertising (Rule 7.2)

- Lawyers:
 - CAN advertise via written, recorded, or electronic communications, including public media.
 - CANNOT compensate, promise or give anything of value “for the purpose of recommending or securing the services of the lawyer or the lawyer’s law firm.”
 - But CAN pay for reasonable costs of permissible advertisements:
 - Pay for a legal services plan or qualified lawyer referral service.
 - Engage in reciprocal referral arrangements IF the arrangement is not exclusive and client is informed of the arrangement.
 - Give a gift for a referral IF the referral wasn’t made on the condition of the gift.

Advertising (Rule 7.2)

- Broadly speaking, the rule is designed to allow advertisements about lawyers' services and capabilities, but it prohibits false or misleading information.
- Eliminates old requirement for two-year retention of a copy of any legal service advertisement. This is consistent with most jurisdictions in the country.
- New rule is intended to "signal that the different modes of communication listed . . . are expansive and not limited to currently existing technologies."
- Repeals old codified language preventing lawyer communications to advertise or solicit at an accident, en route to hospital, etc.

Advertising (Rule 7.2) - Hypothetical

- “Reasonable fee” for advertising is allowed
- Doctor’s office allows you to put your cards in waiting room in exchange for 10% of fees obtained
- Allowed under 7.2?
- No fee-sharing with non-lawyer
 - “The term “reasonable” was added to modify “costs” to ensure such advertising costs do not amount to impermissible fee sharing with a nonlawyer.”

Communication of Settlement Offers (Rule 1.4.1)

- Old Rule 3-510 → New Rule 1.4.1
 - Still generally requires a lawyer to tell his or her client about all terms and conditions of a written offer
 - Changes what must be communicated in criminal settlement offers:
 - Old rule: all terms and conditions of any offer made to the client.
 - New rule: “all terms and conditions of a **proposed plea bargain or dispositive offer.**”

Comm. of Settlement Offers (R. 1.4.1) - Hypothetical

- Your client has given you authority to settle with plaintiff for \$1M
- Plaintiff has previously offered to settle for \$100M and \$95M; your client has rejected those offers
- Opposing counsel calls and lowers demand to \$90M
- You don't feel this is a significant change, and don't report the offer to the client
- Violation of rule 1.4.1?
- Oral offers to settle in civil cases must be communicated if they are "significant developments" (under rule 1.4), along with all written offers (rule 1.4.1).

Aggregate Settlements (Rule 1.8.7)

- Old Rule 3-310 → New Rule 1.8.7
 - (a) A lawyer who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients, or in a criminal case an aggregate agreement as to guilty or nolo contendere pleas, unless each client gives informed written consent. The lawyer's disclosure shall include the existence and nature of all the claims or pleas involved and of the participation of each person in the settlement.
 - (b) This rule does not apply to class action settlements subject to court approval.

New rule is essentially the same, but now expressly applies to civil *and* criminal cases and excludes class actions

Aggregate Settlements (Rule 1.8.7) - Hypothetical

- You represent four plaintiffs
- Two agree to settle
- You call a third client and tell her two plaintiffs have agreed to settle, and you discuss the terms; client consents
- Violation of rule 1.8.7?
- Consent must be **written** and you must **identify each party**

Gifts from Clients (Rule 1.8.3)

- Old Rule 4-400 → New Rule 1.8.3

A lawyer shall not “solicit a client to make a substantial gift” to the lawyer or a person related to the lawyer, unless the “lawyer or other recipient of the gift is related to the client.”

– Old rule used “induce” → New rule uses “solicit”

No other jurisdiction used “induce” and the State Bar Rules commission was unaware of any issues using the term “solicit” in other jurisdictions.

Gifts from Clients (Rule 1.8.3)

- New rule adds bright line to be consistent with the Probate Code:
 - Lawyer shall not prepare on behalf of a client an instrument giving the lawyer or a person related to the lawyer any substantial gift, unless the “lawyer or other recipient of the gift is related to the client” or the client “has been advised by an independent lawyer who has provided a certificate of independent review.”
 - Comment (same as old rule): Lawyer may accept gifts from clients “subject to general standards of fairness and absence of undue influence.”
 - New comment: Lawyers don’t violate this rule by engaging in conduct that might result in a client making a gift, *e.g.* a wedding invitation.
 - New comment: This rule also does not prohibit a lawyer (or his/her associate/partner) from serving as an executor to a client’s estate or “another potentially lucrative fiduciary position.”

Imputation of Conflicts of Interest (Rule 1.10)

- While lawyers are associated in a firm, “none of them shall knowingly represent a client when any of them practicing alone would be prohibited from doing so by rules 1.7 or 1.9” unless . . .
 - (1) the prohibition based on a “personal interest of the prohibited lawyer” and low risk other lawyers would be affected OR
 - (2) the prohibition is based on “rule 1.9(a) or (b) [duty to former clients] and arises out of the prohibited lawyer’s association with a prior firm”; and the prohibited lawyer did not “substantially participate in the same or a substantially related matter”; and the lawyer is screened”; and written notice is provided to any affected former client.

Imputation of Conflicts of Interest (Rule 1.10)

- Comment: The new rule adopts the structure, format, and language of the ABA Model Rules on conflicts.
 - Determination of “substantial” participation includes review of factors like level of responsibility in the prior matter, duration of the participation, the extent of contact with the former client, and extent of exposure to confidential information
 - Imputation is the default rule and can be overcome only by specific and limited exceptions that are clearly articulated in the new rule.
 - The rule is also intended to permit flexibility to lawyers who wish to “move laterally without creating a significant risk that a lawyer who has acquired sensitive confidential information about the former clients is now in the opposing party’s law firm.”

Imputation of Conflicts (R. 1.10) – Hypothetical

- Alpha Firm represents Acme in lawsuit against Bamco, represented by Beta Firm
- Linda Lawyer works at Beta, applies at Alpha
- Linda represented Bamco at Beta in Acme v. Bamco case
- Can Linda work at Alpha under rule 1.10 after being screened from Acme v. Bamco and written notice provided?
- It depends on whether her involvement was “substantial.”
- Allows screening, even where the lawyer represented an opposing party in the same case, if her participation was not substantial.

Candor Toward the Tribunal (Rule 3.3)

- The rule prohibits a lawyer from “knowingly” making false statements to a tribunal, or failing to correct false statements previously made.
 - The new rule also prohibits a lawyer from “knowingly misquot[ing] to a tribunal the language of a book, statute, decision or other authority.”
 - A lawyer must take “reasonable remedial measures” to correct prior offers of material evidence that the lawyer knows to be false, “unless disclosure is prohibited by [B&P 6068(e)] and Rule 1.6.”
 - A lawyer who knows a person is “engaging or has engaged in criminal or fraudulent conduct related to the proceeding shall take reasonable remedial measures to the extent permitted by [B&P 6068(e)] and Rule 1.6.”

Delay of Litigation (Rule 3.2)

- New Rule 3.2 (no prior rule)

“In representing a client, a lawyer shall not use means that have no substantial purpose other than to delay or prolong the proceeding or to cause needless expense.”

- New rule expressly prohibits intentional delay tactics that increase litigation costs, limit access to justice except for the affluent, and frustrates the ability to obtain a remedy.
- This differs from ABA Model Rule 3.2 (Expediting Litigation), which states that a lawyer “shall make reasonable efforts to expedite litigation consistent with the interests of the client.”

Discrimination, Harassment, and Retaliation (Rule 8.4.1)

- Old Rule 2-400 → New Rule 8.4.1.
 - There is no counterpart in the ABA Model Rules, although ABA Model Rule 8.4(d) does address discrimination by lawyers while representing a client.
- There are two components addressed:
 1. Discrimination regarding **representation of clients**, and
 2. Discrimination regarding **law firm operations**.

Discrimination, Harassment, and Retaliation (Rule 8.4.1)

- The rule was intended to be expanded to eliminate the need for a final civil determination of wrongful discrimination before a disciplinary investigation can commence or discipline can be imposed.
 - Comment: “This rule permits the imposition of discipline for conduct that would not necessarily result in the award of a remedy in a civil or administrative proceeding if such proceeding were filed.”
- The comments also state that a lawyer does not violate the rule by “limiting the scope or subject matter of the lawyer’s practice or by limiting the lawyer’s practice to members of underserved populations.”

Discrimination, Harassment, and Retaliation (Rule 8.4.1)

- Comment: “This rule imposes on all law firm lawyers the **responsibility to advocate corrective action** to address known harassing or discriminatory conduct by the firm or any of its other lawyers or nonlawyer personnel.”
 - What constitutes a failure to advocate corrective action depends “on the **nature and seriousness** of the discriminatory policy or practice, the **extent to which the lawyer knows** of unlawful discrimination or harassment resulting from that policy or practice, and the **nature of the lawyer’s relationship to the lawyer or law firm**[.]”
 - The rule “permits the imposition of discipline for conduct that would not necessarily result in the award of a remedy in a civil or administrative proceeding if such proceeding were filed.”

Discrimination, Harassment, and Retaliation (Rule 8.4.1)

- Rule 8.4.1: Protected Characteristics

- Race
- Religious Creed
- Color
- National Origin
- Ancestry
- Physical Disability
- Mental Disability
- Medical Condition
- Marital Status
- Sex
- Gender
- Gender Identity
- Gender Expression
- Genetic Information
- Sexual Orientation
- Age
- Military and Veteran Status
- Other Category of Discrimination Prohibited by Applicable Law

Imputation of Rules (Rule 1.8.11)

- “While lawyers are associated in a law firm, a prohibition in rules 1.8.1 through 1.8.9 that applies to any one of them shall apply to all of them.”
 - 1.8.1: Business Transactions with a Client and Pecuniary Interests Adverse to the Client
 - 1.8.2: Use of Current Client’s Information
 - 1.8.3: Gifts from Client
 - 1.8.5: Payment of Personal or Business Expense Incurred by or for a Client
 - 1.8.6: Compensation from One Other Than Client
 - 1.8.7: Aggregate Settlements
 - 1.8.8: Limiting Liability to Client
 - 1.8.9: Purchasing Property at Foreclosure or a Sale Subject to Judicial Review

Imputation of Rules (Rule 1.8.11)

- Comment: Where conduct is prohibited of an individual lawyer, all lawyers in the same firm are similarly prohibited, *even if* a lawyer is not personally involved in the representation of the client.
- The comments explicitly state that Rule 1.8.10 (relationships with clients) is not imputed to all the lawyers in a firm because “that rule is personal and is not applied to associated lawyers.”

Biography



Sheri Yano

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Sheri Yano assists and advises international technology companies from formation through exit.

Sheri focuses on corporate law, with an emphasis on cross-border mergers and acquisitions, corporate strategic investments, corporate governance and commercial transactions.

Sheri previously served as corporate counsel and director of business affairs at a privately-held mobile telecommunications company based in Los Angeles.



Biography



Megan Suehiro
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Megan A. Suehiro's practice focuses on complex business and securities litigation. She has experience in various phases of litigation, including fact investigation, discovery, motions practice, and trial.

Megan has appeared before state and federal courts, and has second-chaired three bench trials, securing complete judgment on behalf of the client in all three.

Prior to joining Morgan Lewis, Megan was admitted to the partnership of the largest law firm in Hawaii.



Biography



Zachary Hill

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Zach Hill is a litigator with a focus on strategic problem solving and a strong technical aptitude.

He represents clients in a wide range of complex commercial litigation matters in state and federal court, with a focus on matters involving enterprise resource planning software and related issues.

Zach has experience in most aspects of litigation. He has drafted and argued several dispositive motions; he has worked closely with both damages and technical experts through all phases of discovery and trial preparation; and, he has extensive experience working with vendors and IT personnel to resolve many complex eDiscovery issues.

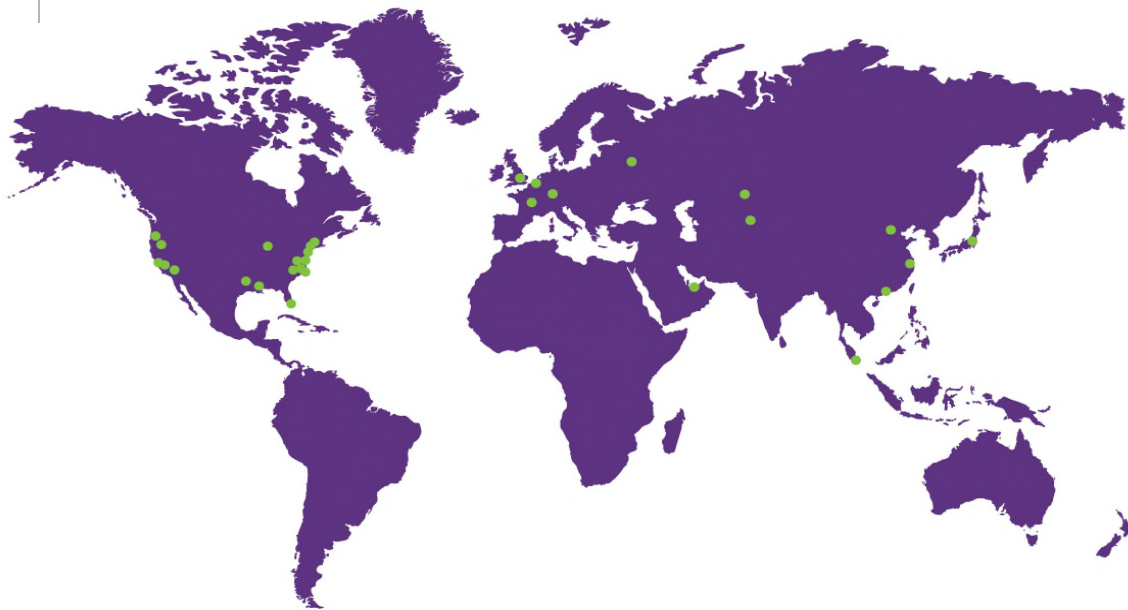


Our Global Reach

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Europe
Latin America
Middle East
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