

1 of their surveys, there was a tremendous amount  
2 of complaints from clients of once they had a  
3 lawyer, they continued to get all this mail  
4 from other lawyers soliciting their cases. And  
5 they felt that that was an intrusion on them.  
6 I think it's a very close call. But that's the  
7 rationale.

8 The rationale is, if they've  
9 already hired Mr. Bart and they get a letter  
10 from Mr. Hingle, Mr. Hingle's letter -- or the  
11 second letter should say if you've already got  
12 a letter, you should disregard this.

13 BY UNIDENTIFIED SPEAKER:

14 I thought that was voted down. I  
15 thought that was --

16 BY MR. STANLEY:

17 Claire, you and I were in the  
18 minority.

19 BY MR. LEMMLER:

20 I think it may have been a  
21 multiple-occasion vote. And I think the last  
22 one ended up with this version, but I'll double  
23 check that. Mr. Bart?

24 BY MR. BART:

25 Well, I think it's really the Bar

1 Association's shot at civility. And speaking  
2 of that and given the hour, I wonder if  
3 everybody here can't get two hours of CLE or  
4 one --

5 BY MR. LEMMLER:

6 That would be up to the CLE  
7 Committee, sir.

8 BY MR. BART:

9 One hour should be for ethics and  
10 one should be for professionalism.

11 BY MR. LEMMLER:

12 We've got approval for one hour.  
13 I'm not authorized to give you any more, but  
14 you're certainly welcome to call the Court and  
15 ask them that.

16 BY MR. BART:

17 Okay. Will you back us up if  
18 we're here two hours?

19 BY MR. LEMMLER:

20 I'll verify you were here for two  
21 hours. I'm sure the transcript will do that as  
22 well. Moving forward, I think. 7.5 -- we're  
23 making progression -- advertisements in the  
24 electronic media other than computer-accessed  
25 communications. Essentially, at this point

1 we're talking about TV and radio, things  
2 including TV and radio not -- otherwise the  
3 computer-based ads subject to 7.6, the websites  
4 and the e-mails, which we'll get to in a  
5 moment.

6           Appearance on TV or radio,  
7 prohibited content. Television and radio  
8 advertisements shall not contain any feature  
9 that is deceptive, misleading, manipulative or  
10 is likely to confuse the viewer or listener. I  
11 believe Florida may have just amended that to  
12 just say deceptive, misleading -- false,  
13 deceptive or misleading. But, again, don't  
14 quote me on that. But I believe that was the  
15 gist of most of their amendments was to try to  
16 get in line with what the ABA is doing with  
17 that.

18           Any spokesperson's voice or image  
19 that is recognizable to the public in the  
20 community where the advertisement appears.  
21 Lawyers who are not members of the advertising  
22 law firm speaking on behalf of the advertising  
23 lawyer or law firm, or any background sound  
24 other than instrumental music. Yes, sir,  
25 Mr. Bart?

1 BY MR. BART:

2 There's two provisions here which  
3 I've seen in many other -- particularly in  
4 Florida that are just so offensive. (A) any  
5 feature that is deceptive, misleading,  
6 manipulative or that is likely to confuse the  
7 viewer or listener. Again, it's a very vague,  
8 overbroad provision. It doesn't say anything.  
9 I go back to what I was saying earlier. If you  
10 would just simply say advertising can't be  
11 false, deceptive or misleading and then have  
12 disciplinary counsel pursue any lawyer who's ad  
13 they deem to be false, deceptive or misleading  
14 is a very workable and Constitutional standard.  
15 This doesn't give us any guidance. This,  
16 again, is another gotcha-type phrase that  
17 shouldn't be in there.

18 And then any background sound  
19 other than instrumental music, I mean,  
20 remember, you can't regulate style just as you  
21 can't regulate a lawyer's dress when he goes  
22 into court. You can only regulate the content.  
23 You're dealing with the First Amendment. This  
24 is protective speech under the First Amendment.  
25 How in the world you can make an argument that

1 any background sound other than instrumental  
2 music is automatically banned and automatically  
3 false, deceptive or misleading. What if I do a  
4 television commercial where I'm walking toward  
5 the camera and you hear the sound of my shoes  
6 walking on a wooden floor? You have now deemed  
7 that to be false, deceptive and misleading.  
8 That's the danger in blanket bans. I just  
9 can't see any basis whatsoever for having that.

10 BY MR. LEMMLER:

11 Thank you.

12 BY MR. GEE:

13 William Gee, Lafayette. I'd like  
14 to comment on number (b), any spokesperson's  
15 voice or image recognizable to the public.  
16 First of all, my primary basis is that I  
17 believe that the First Amendment -- or course,  
18 protected by the First Amendment. Secondly, I  
19 don't think any member of the general public  
20 really takes any offense to that. Thirdly I  
21 would state that if, in fact, the public figure  
22 is familiar with the credentials of the  
23 attorney and, in fact, knows that attorney or  
24 has repore with that attorney, I don't think  
25 that's improper. And it's not something that

1 has any rationale -- Constitutional rationale.  
2 I personally have hired Mr. Robert Vaughn as a  
3 spokesperson, and I've consulted with him. He  
4 does endorse me as a practitioner. And I don't  
5 really think that anybody takes any offense to  
6 that. And I think that particular entry, I  
7 don't know if that is in the Florida rules or  
8 not, but I think that particular entry is  
9 rapport to, for example, Robert Vaughn being a  
10 spokesperson, William Shatner being a  
11 spokesperson, you know.

12 I would simply say that it's -- I  
13 don't think that it has any real rationale  
14 except for people who have a distain or dislike  
15 for attorney advertising.

16 BY MR. LEMMLER:

17 Thank you. I just would note  
18 that it is in the Florida rules, I believe,  
19 currently. That's where we got it from. It  
20 wasn't something the Committee came up on its  
21 own.

22 BY MR. STANLEY:

23 No. And it was a matter -- I can  
24 assure you it was a matter of high debate. And  
25 it got turned around twice.

1 BY MR. LEMMLER:

2 Yes, yes. Mr. Hingle?

3 BY MR. HINGLE:

4 I think this is another example  
5 of the First Amendment. I personally don't  
6 like the ads with William Shatner or  
7 Mr. Vaughn. I really really don't like them.  
8 But I think he has the right under the First  
9 Amendment to use them if he wants to, and we  
10 shouldn't be telling him if that's how he's  
11 going to market himself that you can't use this  
12 means to do it. I think his, although I don't  
13 like it or would rather him not do it, I think  
14 he has the right to do so.

15 BY MR. STANLEY:

16 Thank you, sir.

17 BY MR. LEMMLER:

18 Thank you. Moving forward.  
19 Appearance on television or radio, what is  
20 permissible. Television or radio  
21 advertisements may contain images that  
22 otherwise conform to the requirements of these  
23 rules. A lawyer who is a member of the  
24 advertising firm personally appearing to speak  
25 regarding the legal services the lawyer or law

1 firm is available to perform, the fees to be  
2 charged for such services and the background  
3 and experience of the lawyer or law firm, or a  
4 non lawyer spokesperson speaking on behalf of  
5 the lawyer or law firm as long as the  
6 spokesperson's voice or image is not  
7 recognizable to the public in the community  
8 where the advertisement appears, and that  
9 spokesperson shall provide a spoken disclosure  
10 identifying the spokesperson as a spokesperson  
11 and disclosing that the spokesperson is not a  
12 lawyer.

13 I'd note for you that the Florida  
14 Bar was recommending that the Court in Florida,  
15 with this recent amendment, liberalize that, if  
16 you will, and remove the disclaimer about the  
17 spokesperson being a non lawyer. I think their  
18 rationale was that their criteria was to say  
19 that unless it -- that if it is obvious from  
20 the ad, you do not have to use the disclaimer.  
21 I'd note for you that the Florida Supreme Court  
22 said, no, we like it like this. We're keeping  
23 it. They basically felt it was unequivocal,  
24 fairly clear. And that was what they stated in  
25 their order. I'm not, again, trying to argue



1 or debate it for you but just pointing out that  
2 that's what the Florida Supreme Court has done.

3 BY MR. CHAPMAN:

4 Nathan Chapman. I would urge you  
5 if you decide to keep -- I would urge you to  
6 not have the, you know, disclosure. But if you  
7 do decide to keep it, that it not be required  
8 to be a spoken disclosure. In a television  
9 commercial you only have 29 and a half seconds.  
10 And I just think there's no reason that it  
11 can't be a written disclosure.

12 BY MR. LEMMLER:

13 Yes, sir.

14 BY MR. EDMOND:

15 Leon Edmond, New Orleans. I'm  
16 looking back over these rules here, and I see  
17 that we have an issue of descriptive statements  
18 under 7.2, somewhere in (3), yet it says here  
19 under permissible content, it says, that --  
20 background experience of the lawyer. So how do  
21 those two rules fit together?

22 BY MR. LEMMLER:

23 I think 7.5 is intending to deal  
24 with advertisements in the electronic media and  
25 7.2 is more general. And I'm not certain, but

1 I think there's an exception carved out in  
2 there for advertisements of this nature or -- I  
3 think they work together, but your question is  
4 noted. I don't know that I can answer it at  
5 this point. Rick, do you have anything --

6 BY MR. STANLEY:

7 I'm trying to -- let me look  
8 back. If you could point me to the specific  
9 provision.

10 BY MR. EDMOND:

11 7.2(b).

12 BY MR. STANLEY:

13 Are you talking about the  
14 descriptive statements?

15 BY MR. EDMOND:

16 Descriptive statements, yes.

17 BY MR. STANLEY:

18 Yeah, the descriptive statements  
19 is intended, although it may not be drafted as  
20 well as everybody here would like, it's  
21 intended to say -- catch things like I'm an  
22 excellent lawyer or I'm the best lawyer. This,  
23 I think, is intended to say the background and  
24 experience of a lawyer. You can say what you  
25 do, the areas that you've practiced and that

1 you have 21 years of experience doing DWI.  
2 That's all okay. But you can't characterize or  
3 describe that with those adjectives. Now,  
4 whether or not that gets modified or survives  
5 the next round of review is a different thing.  
6 But I think those capture two different things.

7 BY MR. LEMMLER:

8 Thank you. 7.6,  
9 computer-accessed communications. We're  
10 talking now not about TV or radio but,  
11 essentially, internet presence, your website  
12 and e-mail. These are all subject to the  
13 location requirements of Rule 7.2 stating at  
14 least one bona fide office address and perhaps  
15 the name of the lawyer or lawyers in the firm.

16 Skipping ahead to 7.9, the  
17 substantive portion of these rules. I'll get  
18 back to the procedural aspects of 7.7 and 7.8  
19 in a moment. This, I'll note for you again,  
20 was totally removed from the Florida amendment  
21 last week and moved in its intent to 7.1. That  
22 is now an exemption -- a general exemption  
23 included in 7.1 of the new Florida rules that  
24 go in fact on January 1st. This is in our  
25 revision at the -- proposed revision at the

1 moment.

2 Information provided upon request  
3 should comply with 7.2 unless otherwise  
4 provided. I think, again, the intent there is  
5 nothing false, deceptive or misleading. May  
6 provide information deemed valuable to assist  
7 the potential client, however an engagement  
8 letter can be included, but any contingency fee  
9 contract should have the words "sample" and "do  
10 not sign" on it so that it's fairly clear to  
11 the client or prospective client who has  
12 requested it, that it is not an actual contract  
13 and they're not obligated to sign it, perhaps.

14 May contain factually verifiable  
15 statements concerning past results. Here is  
16 where you can talk about the \$750,000 verdict  
17 that you got and so forth if, indeed, it's  
18 true. Must disclose intent to refer to another  
19 lawyer or law firm, again, if that's the case.  
20 Any comment?

21 7.10, Florida in removing 7.9 has  
22 renumbered 7.10 to 7.9. That's just a  
23 housekeeping note. 7.10 is essentially what we  
24 have right now as our Rule 7.5 dealing with  
25 firm names and letterhead. I think the one

1 change that they included in the new revision  
2 was to include -- I think it say false,  
3 deceptive or misleading now as well where it  
4 may not have said that originally in the  
5 Florida rule. But I could be wrong. I know  
6 there's some minor change, but it's not major.  
7 Any question or comment on that?

8 Proposed procedural rules, this  
9 is what we're talking about in proposed Rule  
10 7.7 and 7.8. Essentially, two tracks or two  
11 possibilities, the first one being an optional  
12 advance written advisory opinion. Pretty much  
13 what the Bar is providing right now. We can  
14 give you an advisory opinion. We give ethics  
15 advisory opinions that are non binding, that  
16 are informal right now all day long on  
17 advertising included.

18 The proposed procedural rules  
19 would still retain that. I think one of the  
20 components of that is that you must provide the  
21 proposed ad at least 30 days prior to using it,  
22 but you're not obligated to do that. That's if  
23 you want an advisory opinion, if you want the  
24 advisory opinion that will suffice as the  
25 otherwise required regular filing which you can

1 do when running the ad or concurrently with  
2 that or the day before, whenever. You're not  
3 required to get a advisory opinion, but it's  
4 there for you. The intent is to help you and  
5 to provide that to you and to avoid the need to  
6 do two filings. That is, I suppose, the real  
7 distinction there is that the advanced written  
8 advisory opinion provides you a period to go  
9 back and forth with the Bar for the one filing  
10 fee and continue to refine and perhaps debate  
11 the merits of whatever you're proposing until  
12 some conclusion can be reached, before you  
13 spend any real money on the ad. If you decide  
14 that that's unnecessary or you're willing to  
15 take your chances or you feel confident with  
16 what you're doing, you're still required to do  
17 it as a regular filing. You can do it  
18 concurrently with running the ad or just prior  
19 to.

20 I'll note for you that Florida,  
21 the major change in Florida with its  
22 revision -- and this I think some people would  
23 probably consider not a liberalization as it  
24 was characterized before -- is that they are  
25 now requiring all radio and TV ads, things of

1 that nature, to be filed at least 15 days  
2 before running unless it contains exclusively  
3 Safe Harbor content. They're no longer  
4 allowing you go to file it concurrently with  
5 the running of the ad. The Court made a very,  
6 I guess, direct statement in its order, in a  
7 comment saying that, you know, they believed  
8 that there was enough potential danger for  
9 allowing someone to run an ad without getting  
10 the Bar to look at it in advance, that they  
11 felt it was necessary to require at least a  
12 15-day advance review before giving them the  
13 ability to run the ad.

14 So that's Florida's rule now. We  
15 haven't proposed that yet, but I'm letting you  
16 know that's something Florida went actually the  
17 other way with from the more liberal stance.

18 And then there are exceptions to  
19 the filing requirements, those Safe Harbor  
20 things. Mr. Hingle?

21 BY MR. HINGLE:

22 What are the costs and expenses  
23 of the filing?

24 BY MR. LEMMLER:

25 Okay. Those have not actually

1 been determined at this point. That's up to  
2 the Court. The proposal would leave it up to  
3 the Supreme Court to determine the costs. I'll  
4 tell you, for example, in Florida, it's a \$150  
5 right now for a regular filing. It's \$250 for  
6 a late filing. Texas, I think, it's \$75 for a  
7 filing and maybe a \$100 or \$125 for a late  
8 filing. So we haven't come up with a number.  
9 We're leaving that up to the Court. Again,  
10 this is going to be the Court's ruling if they  
11 decide to use it.

12 BY MR. HINGLE:

13 For the record, this is Michael  
14 Hingle on the Northshore. Mississippi is only  
15 \$25.

16 BY MR. LEMMLER:

17 Okay. Noted. 7.7(b) -- yes,  
18 sir.

19 BY MR. RICHARDSON:

20 Jeff Richardson with Adams and  
21 Reese. We comply with similar rules in a  
22 number of states. The best one is Tennessee  
23 which -- the easiest one for us to comply with.  
24 You can simply e-mail a PDF file with your ad.  
25 It's very efficient. I would just recommend



1 that when the implementation is done of the  
2 rules, that you all would consider doing that  
3 too.

4 BY MR. LEMMLER:

5 You can actually do that now, but  
6 thank you for the comment. I get PDFs all day  
7 long. I get videotapes. I get letters. I get  
8 transcripts. I get all manner of forms of ads  
9 to look at, so I don't think that was  
10 necessarily not under consideration. But thank  
11 you for noting that.

12 7.7(c), the filing requirement  
13 for most advertisements, again, the distinction  
14 between (b) with the advanced optional written  
15 advisory opinion and (c) the regular filing.  
16 Under either situation, the proposal would  
17 include submission of a fee, a copy of the  
18 advertisement and the sample envelope if it's  
19 going to be mailed, a typewritten copy of the  
20 transcript, I suppose, if it's not a otherwise  
21 a written ad like a TV commercial or a radio  
22 ad.

23 Statement concerning the type of  
24 media, the frequency and the duration of the  
25 advertisement, where you're going to run it,

1 how you're going to run it, how long you  
2 anticipate running it. Any comment there?  
3 Mr. Hingle?

4 BY MR. HINGLE:

5 Michael Hingle from the  
6 Northshore. Maybe I read this wrong some  
7 place, but I thought the information that would  
8 have to be disclosed what station you're going  
9 to run it on, what time periods you're going to  
10 run it, how many times you were going to run  
11 it, which I would suggest is a bit oppressive.  
12 As, for instance, in Mississippi, you can tell  
13 them I'm running it on the Gulf Coast, and  
14 that's satisfactory. To plan for an extended  
15 period of time what shows, what time periods  
16 and so forth, I don't think most people comply  
17 with.

18 BY MR. LEMMLER:

19 I don't think that the language  
20 -- I think that's a fairly close paraphrase of  
21 what's actually in 7.7 -- 7.7(d), a statement  
22 listing all medium in which the advertisement  
23 or communication will appear, the anticipated  
24 frequency of use of the advertisement or  
25 communication in each medium in which it will

1 appear and the anticipated time period during  
2 which the advertisement or communication will  
3 be used. I don't remember any distinct  
4 language about the station and so forth.

5 BY MR. HINGLE:

6 My last question. And I may have  
7 read this some place else, but was there going  
8 to be a fee for each TV station?

9 BY MR. LEMMLER:

10 I don't leave so. I think it's  
11 anticipated that it's a per filing.

12 BY MR. HINGLE:

13 Per ad?

14 BY MR. LEMMLER:

15 I supposed that's the advantage  
16 to stating where you intend to run it. If  
17 you're going to run it all over the country,  
18 tell us. I think that's the intent. Thank  
19 you.

20 Exemptions from the filing  
21 requirement, Rule 7.8. These are the Safe  
22 Harbors, contains only Safe Harbor content of  
23 Rule 7.2(c)(12), again, that long list of  
24 things like the Statue of Liberty and the half  
25 body or whole body of a lawyer depending on

1 where you are and what day you are in Florida.

2 A brief announcement identifying

3 the lawyer as a sponsor for a charity event --

4 this is what I was referring to before --

5 provided no information is given but the name

6 and location of the sponsor of a law firm.

7 That's now been expanded to include much more

8 Safe Harbor content. You can talk about other

9 things with respect to the firm. I don't

10 remember all the particulars, but note that's

11 expanded in Florida's new version of the rule.

12 A listing or an entry in a law

13 list of Bar publication. I guess the common

14 example of that would be, perhaps,

15 Martindale-Hubbell or something of that nature.

16 Communication mailed only to

17 existing clients, former clients or other

18 lawyers. I'd note for you that Florida has

19 expanded its pro se exemption in 7.1 as well to

20 now include -- and I'm not sure exactly why

21 that was necessary -- but family members, the

22 lawyer's own family members. That's now been

23 exempted and carved out as a general initial

24 exemption in 7.1.

25 Any written communication

1 requested by the prospective client.  
2 Professional announcement cards mailed to other  
3 lawyers, relatives, former or current clients  
4 and close friends.

5 Computer-accessed communications  
6 as described in subdivision (b) of 7.6, the  
7 website. All except from filing requirements  
8 if you list this sort of information and, I  
9 guess, presumably only this information, this  
10 type of information.

11 All right. We've made it through  
12 the rules.

13 BY MR. STANLEY:

14 Congratulations.

15 BY MR. LEMMLER:

16 Thank you. The transitional  
17 period that has been anticipated or at least is  
18 going to be recommended perhaps by the  
19 Committee in its final proposal, obviously, we  
20 can't expect everyone to just jump into this  
21 overnight if it goes into effect given the  
22 types of ads that people are running and the  
23 publication schedule and so forth. It's  
24 anticipated that there would be a phase-in,  
25 that there would be at least a 90-day period to

1 modify ads in current use, with probably  
2 greater exceptions in grandfathering of those  
3 types of ads that have annual or other more  
4 limited publication schedules. So telephone  
5 directories, you can't expect to change a  
6 telephone book in one that appears -- or gets  
7 published once a year the minute this rule goes  
8 into effect.

9           So I think that there's some  
10 leeway there and some recognition that lawyers  
11 live in the real world and they're not  
12 necessarily driving this as much as those that  
13 are selling the advertising, perhaps. So those  
14 systems are what are controlling some of these  
15 forms of ads. So that's the phase-in period.  
16 Any comment with respect to that?

17           Future work plan, public hearings  
18 are being conducted around the state. We'll be  
19 in Shreveport next Thursday at 10:00 a.m.  
20 Anyone who hasn't had enough of this that wants  
21 to come and join us there, please come. We'll  
22 have food I'm sure.

23           Special rules of debate were  
24 adopted by the House of Delegates, the LSBA  
25 House of Delegates. That was adopted, I think,

1 at the last house meeting in anticipation of  
2 some work product which will now be brought  
3 forth, I believe, at the next house meeting.  
4 Any resolutions that might be addressing  
5 amendments should be submitted in writing 30  
6 days in advance of the house of Delegates'  
7 meeting. And I believe that deadline is  
8 December 12th or 13th.

9 BY UNIDENTIFIED SPEAKER:

10 The 13th.

11 BY MR. LEMMLER:

12 The 13th. Okay. The Supreme  
13 Court Committee to study attorney advertising,  
14 we believe and fully expect we'll want to  
15 review whatever proposal we finally come up  
16 with, depending on what the House does with it,  
17 their recommendation. So I think that's --  
18 let's see.

19 On-line comments in case you want  
20 to make comments on-line or have not already or  
21 wish to make more, there's the web address.  
22 Again, as I said, there's a link directly on  
23 the Bar's home page that you can file into the  
24 comment form. Mr. Guiraud?

25 BY MR. GUIRAUD:

1           E. Eric Guiraud. Were there any  
2 voices on the Committee that were voting to not  
3 submit the rule at all and just maybe keep what  
4 we have?

5           BY MR. STANLEY:

6           Let me address that. Initially,  
7 Eric, this -- it started out three years ago  
8 really as a Bar initiative to start looking at  
9 the advertising rules. And, frankly, that  
10 initiative was probably more focused on a few  
11 areas that needed reform. Where we are now is  
12 completely different. What has happened is the  
13 Legislature literally was about to adopt  
14 Florida rules and put them in a statute when we  
15 were, you know -- they ended up having a  
16 resolution by the Legislature asking the  
17 Supreme Court to form a committee to look at  
18 the rules. The Supreme Court did that. And  
19 then that committee asked our Committee to look  
20 at the rules and come up with a work plan and  
21 come up with some things and really try to get  
22 out a series of rules that at least had been  
23 out there and that has some experience with,  
24 Florida being the one with the most experience,  
25 and tried to improve off them as much as



1 possible, go to the Bar get the comments. And  
2 these are excellent comments, and I really want  
3 to thank everyone because, I mean, a lot of  
4 this stuff is going to be helpful to us in our  
5 work.

6 But, in essence, the impetus for  
7 the reform is coming from outside of the Bar  
8 right now. And it's coming from the  
9 Legislature. And, ultimately, you know, if --  
10 I think if the Bar said, you know, we don't  
11 want any more -- any advertising rules at all,  
12 then we would lose our opportunity to have any  
13 input into the process.

14 BY MR. GUIRAUD:

15 Well, I'm familiar with the  
16 history. And Senator Marioneaux was the one  
17 that introduced that legislation on the heels,  
18 I might add, of a nasty feat on behalf of my  
19 firm. And I think it was partially personal  
20 retribution by Senator Marioneaux against my  
21 firm introduced as legislation which he knew to  
22 be unconstitutional which he expressed to  
23 members of our firm that he knew himself to be  
24 unconstitutional.

25 So I'm a little surprised that

1 the Board would really cow-tow to that kind of  
2 heavy-handed attack by the Legislature on an  
3 area that the Supreme Court clearly has  
4 jurisdiction over. It strikes me as we should  
5 really be treating the citizens of the state as  
6 adults and not as morons, not as idiots, not as  
7 nincompoops or children. Let the rules be as  
8 they are. If you must, require that a website  
9 be attached to everything. And let people go  
10 there and get the information they need to be  
11 fully informed. But don't go to this  
12 overreaching, overarching -- and I'll reiterate  
13 all the comments I heard here tonight. I just  
14 think it's gone way too far and quite clear  
15 it's unconstitutional. And I just -- I hate to  
16 see that bite that's going to inevitably  
17 happen.

18 BY MR. LEMMLER:

19 Thank you. I'd just note for  
20 those that we've been referring to this  
21 legislation. I think it's Senate Bill 617 from  
22 the 2006 regular session that we're referring  
23 to that the Legislature was trying to enact.

24 BY MR. STANLEY:

25 Was that the joint resolution or

1 was that the --

2 BY MR. LEMMLER:

3 No, that was Marioneaux's bill.

4 I think that was what was passed. So if you

5 want to look for it --

6 BY MR. HANTHORN:

7 Do we want to endorse him in his

8 next campaign?

9 BY MR. LEMMLER:

10 Any more comments, please?

11 BY MR. STANLEY:

12 And, again, we very much

13 encourage you to put written comments on this

14 website. It will assist us greatly. And we do

15 value everything you guys have said because a

16 lot of this stuff is important. It will help

17 us go back and make some changes.

18 BY MR. LEMMLER:

19 The moment many of you have

20 probably been waiting for, the information

21 regarding the one hour of ethics credit. Your

22 award for having listened to me for this entire

23 period of time. The course number is listed

24 there as the third down there for New Orleans.

25 As I said, one hour -- as it says up there, one

1 hour of ethics credit. If you want more, get  
2 with Mr. Bart and maybe he can help you with  
3 that. Thanks, folks.

4 BY UNIDENTIFIED SPEAKER:

5 What's the title of the program?

6 BY MR. LEMMLER:

7 Bill?

8 BY MR. KING:

9 Advertising Public Hearing.

10 BY MR. STANLEY:

11 Thanks everyone for turning out.

12 BY MR. LEMMLER:

13 Yeah, I want to thank everyone.

14 The comments were very good, and they're beng

15 transcribed. We will certainly look at them.

16 Again, thank you very much.

17

18 (AT THIS TIME, THE PUBLIC  
19 HEARING WAS CONCLUDED AT OR ABOUT  
20 8:15 P.M. AND THE RECORD WAS CLOSED.)

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1           REPORTER'S CERTIFICATE

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3       I, Gail F. Mason, RPR, Certified Court  
4 Reporter in and for the State of Louisiana,  
5 Certificate No. 96004, which is current and in  
6 good standing, as the officer before whom this  
7 public hearing was taken, do hereby certify  
8 that this proceeding was reported by me in the  
9 stenotype reporting method, was prepared and  
10 transcribed by me or under my personal  
11 direction and supervision, and is a true and  
12 correct transcript to the best of my ability  
13 and understanding; that I am not related to  
14 counsel or to the parties herein, nor am I  
15 otherwise interested in the outcome of this  
16 matter.

17

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Gail F. Mason, RPR, CCR  
Certificate No. 96004

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