The Marketing Gap: Where Good Clients Slip Away

From Lead to Loyal Client — Ethical Marketing, Intake, and Client Experience for Solo and Small Firms

Florida Law Con · 50 minutes · 1.0 CLE credit hour

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Session video and Five-Gap Audit: lawconreview.realedgelabs.com

Please note: Neither presenter is a lawyer. This material is educational and is not legal advice. For questions about your own firm, contact the Florida Bar Ethics Hotline at **800-235-8619**. Advisory ethics opinions are not binding; read the full text of each rule and opinion cited.

Course description

Most solo and small firms don't have a marketing problem. They have a gap. Prospective clients find you, then quietly slip away somewhere between the first call, the consultation, the engagement letter and the final invoice. This session walks the full client journey and shows where firms lose people and how to close those gaps within the Rules Regulating The Florida Bar. Topics include advertising and solicitation limits, duties to prospective clients during intake, engagement agreements that set clear expectations, client communication, AI intake chatbots under Ethics Opinion 24-1, and earning reviews and referrals the right way.

Learning objectives

By the end of this session, attendees will be able to:

1. Identify the five points in the client journey where prospective clients are most often lost.
2. Apply Florida's advertising rules to websites, social media, reviews and AI chatbots.
3. Run an intake process that honors duties to prospective clients and builds early trust.
4. Use engagement agreements and communication habits that prevent complaints and generate referrals.

Agenda

TIME	SEGMENT	RULES AND OPINIONS
0:00–0:05	Everything is marketing: the five-gap roadmap	—
0:05–0:14	Gap 1 · Found: ethical marketing that gets you found	4-7.13, 4-7.14, 4-7.19, 4-7.20
0:14–0:22	Gap 2 · Contacted: speed, follow-up, outreach, AI chatbots	4-7.18, 4-5.3, Op. 24-1
0:22–0:30	Gap 3 · Consulted: duties to prospective clients, intake	4-1.18, 4-1.6
0:30–0:38	Gap 4 · Engaged: engagement agreements, contingency fees	4-1.5
0:38–0:45	Gap 5 · Loyal: communication, reviews, referrals	4-1.4, 4-7.17, Op. 20-1, Op. 21-1
0:45–0:50	Recap and Q&A	—

The Five-Gap Checklist

GAP 1 **Found**

- [ ] Our website answers the questions real clients ask, in plain language.
- [ ] Our Google Business Profile is complete and current.
- [ ] Nothing in our marketing predicts or guarantees results. `4-7.13`
- [ ] Any past results we mention are objectively verifiable. `4-7.13, 4-7.14`
- [ ] Testimonials reflect the person's real experience, and no actors portray clients. `4-7.13(b)(8)`
- [ ] AI-generated images of "clients" or courtrooms are labeled or not used.
- [ ] Advertisements that require filing are filed at least 20 days before they run. `4-7.19, 4-7.20`

Teach, don't promise.

GAP 2 **Contacted**

- [ ] New inquiries get a real response quickly, and we measure how quickly.
- [ ] Missed calls and web forms are followed up on a set schedule.
- [ ] Unsolicited direct mail and email are reviewed and filed before they go out. `4-7.18`
- [ ] Any AI chatbot or after-hours tool meets the chatbot checklist below. `Op. 24-1; 4-5.3`

Speed wins the client. Supervision keeps your license.

GAP 3 **Consulted**

- [ ] The first call collects names, adverse parties and matter type, and conflicts are run before the full story. `4-1.18`
- [ ] We know where forms, CRMs and AI tools store intake information. `4-1.6`
- [ ] Prospects receive a confirmation with the time, place and what to bring.
- [ ] Every consultation ends with one clear next step.
- [ ] Prospects we decline hear it from us in writing.

The consultation is the product demo.

GAP 4 **Engaged**

- [ ] The agreement states scope, including what isn't included.
- [ ] Fees are in writing, especially anything nonrefundable. `4-1.5(e) and comment`
- [ ] Clients know who their contact is and how often they'll hear from us.
- [ ] Contingency matters: the Statement of Client's Rights is provided before signing, and the client's three-business-day rescission right is in the contract. `4-1.5(f)`
- [ ] We walk new clients through the agreement, with a plain-language summary on page one.

Every expectation you write down is a complaint you'll never receive.

GAP 5 **Loyal**

- [ ] Clients receive scheduled status updates, even when there's no news. `4-1.4`
- [ ] We ask satisfied clients for honest reviews and never pay or reward reviews or referrals. `4-7.17`
- [ ] No reviews are written for clients or posted by staff or family as if from clients. `4-7.13`
- [ ] We have a prepared, confidentiality-safe response for negative reviews. `Op. 20-1, 21-1; 4-1.6`
- [ ] Closed matters get a closing letter and a check-in 30 to 90 days later.

Reputation is built in the matter and protected in the response.

AI chatbot and intake script checklist

Based on Florida Bar Ethics Opinion 24-1. A chatbot that communicates with the public must follow the lawyer advertising rules and disclose that it is an AI program, not a lawyer or firm employee. The lawyer is responsible if it misleads a prospective client or communicates in a way that's inappropriately intrusive or coercive.

- [ ] It says it is an AI program, not a lawyer or employee of the firm.
- [ ] It never evaluates a case or predicts an outcome.
- [ ] It hands off to a person quickly.
- [ ] It collects only what intake needs.

- [ ] Someone at the firm reviews its conversations regularly.

Sample reply when asked “Do I have a good case?”

> “I’m an AI assistant, not a lawyer, so I can’t evaluate your case. I can book you a consultation with an attorney who can.”

Responding to a negative online review

Under Opinions 20-1 and 21-1, you may respond, but briefly and professionally, and without revealing confidential information about any representation, even to correct the record. Write your firm’s version before you need it:

> “Thank you for the feedback. As a lawyer, I am constrained by the Rules Regulating The Florida Bar in responding. We take every concern seriously and welcome a direct conversation.”

Rule and opinion reference

CITATION	TOPIC
Rule 4-1.4	Communicating with clients
Rule 4-1.5	Fees and costs; (f) contingency fee requirements
Rule 4-1.6	Confidentiality of information
Rule 4-1.18	Duties to prospective clients
Rule 4-5.3	Responsibilities regarding nonlawyer assistants
Rule 4-7.13	Deceptive and inherently misleading advertisements
Rule 4-7.14	Potentially misleading advertisements
Rule 4-7.17	Payment for advertising and promotion
Rule 4-7.18	Direct contact with prospective clients
Rules 4-7.19, 4-7.20	Filing advertisements for review; exemptions
Opinion 24-1	Lawyers’ use of generative AI · floridabar.org/etopinions/opinion-24-1
Opinion 20-1	Responding to a former client’s negative online review · floridabar.org/etopinions/opinion-20-1
Opinion 21-1	Responding to negative reviews from non-clients · floridabar.org (PDF)

Resources

- Florida Bar Ethics Hotline: **800-235-8619**
- The Florida Bar website, social media and video advertising checklist: floridabar.org/ethics/etad
- The Florida Bar advertising filing requirements: floridabar.org/ethics/etad
- Session video, Five-Gap Audit and this handout: lawconreview.realedgelabs.com

Educational material, not legal advice.