

*Arizona Supreme Court
Judicial Ethics Advisory Committee*

ADVISORY OPINION 02-02
(July 31, 2002)

**Payment of Bar Exam Costs by Law Firm
Prior to Judicial Clerkship**

Issues

1. May a recent law school graduate, who has accepted an offer of employment by a law firm to begin after the completion of a judicial clerkship, accept reimbursement from the firm before the commencement of the clerkship for expenses incurred with taking the bar examination?

Answer: Yes.

2. Once the clerkship begins, may the clerk participate in cases involving the law firm?

Answer: No.

Facts

A recent law school graduate has accepted a judicial clerkship and will begin that employment in September. She has also accepted an offer of employment by the law firm for whom she has worked during law school. Her employment with the firm will begin at the conclusion of the clerkship. Benefits offered by the law firm include reimbursement for the bar application fee and one bar review course, plus a bar exam stipend. These expenses will be incurred and reimbursement made before the clerkship begins. The law firm handles cases in the court where the graduate will serve her clerkship.

Discussion

Issue 1

Canon 2B of the Code of Conduct for Judicial Employees prohibits a judicial employee from accepting a gift or favor from an attorney who does business with the court. In Opinion 00-03, we concluded that this canon prohibited a judicial law clerk from accepting reimbursement for bar dues, during the period of the clerkship, from the law firm by whom she would be employed at the conclusion of the clerkship. We further found that acceptance of this reimbursement was evidence of employment by the law firm, which would be prohibited under Canons 4B(1) and (3) of the employee code.

Unlike the facts in Opinion 00-03, in this case the graduate will not have begun her clerkship at the time the expenses are incurred by her and reimbursed by the law firm. In essence, her situation is no different than if she had been working full-time as a law clerk for the firm before she began her employment with the court, an arrangement not prohibited by the code.

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Issue 2

The facts of this request raise an additional issue. While nothing in the code prohibits a law clerk from accepting an offer of employment by a law firm to commence upon the completion of the clerkship, the acceptance creates a relationship requiring that the law clerk be screened from all cases involving her future employer. The relationship is a “business interest” within the meaning of Canon 4C(3), such that participation in any cases involving the law firm would at minimum give the appearance of influencing the outcome. The law clerk must therefore apprise the judge of the conflict of interest when she begins her employment by the court, and the judge must take appropriate steps to ensure that she does not work on any matters involving the law firm. *See* Ariz. Op. 01-02, Issue 3.

Applicable Code Sections

Arizona Code of Conduct for Judicial Employees, Canons 2B, 4B(1) and (3) and 4C(3) (1997).

Other References

Arizona Judicial Ethics Advisory Committee, Opinions [00-03](#) (May 3, 2000); [01-02](#) (Dec. 31, 2001).