

**American Bar Association  
CPR Policy Implementation Committee**

**Variations of the ABA Model Rules of Professional Conduct**

**Rule 1.16: Declining or Terminating Representation**

(a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

- (1) the representation will result in violation of the rules of professional conduct or other law;
- (2) the lawyer's physical or mental condition materially impairs the lawyer's ability to represent the client; or
- (3) the lawyer is discharged.

(b) Except as stated in paragraph (c), a lawyer may withdraw from representing a client if:

- (1) withdrawal can be accomplished without material adverse effect on the interests of the client;
- (2) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;
- (3) the client has used the lawyer's services to perpetrate a crime or fraud;
- (4) the client insists upon taking action that the lawyer considers repugnant or with which the lawyer has a fundamental disagreement;
- (5) the client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;
- (6) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or
- (7) other good cause for withdrawal exists.

(c) A lawyer must comply with applicable law requiring notice to or permission of a tribunal when terminating a representation. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.

(d) Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The lawyer

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	<p>may retain papers relating to the client to the extent permitted by other law.</p> <p>Variations from ABA Model Rule are noted. Based on reports of state committees reviewing recent changes to the model rules. For information on individual state committee reports, see <a href="http://www.abanet.org/cpr/jclr/home.html">http://www.abanet.org/cpr/jclr/home.html</a>.</p> <p>Comments not included.</p> <p>*Current links to state Rules of Professional conduct can be found on the ABA website: <a href="http://www.abanet.org/cpr/links.html">http://www.abanet.org/cpr/links.html</a>*</p>
AL Effective 2/19/09	<p>(b) Combines MR (b) and (b)(1); (b)(1) and (2) are identical to MR (b)(2) and (3);</p> <p>(b)(3) is similar to MR (b)(4) but changes “taking action” with “pursuing an objective;” deletes “or with which...agreement;”</p> <p>(b)(4), (5), and (6) is identical to MR (b)(5), (6), and (7);</p> <p>Replaces (c) with:</p> <p style="padding-left: 40px;"><i>(c) When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.</i></p> <p>(d) Deletes “or expense” after “fee” in first sentence.</p>
AK Effective 4/15/09	Same as MR
AZ Effective 12/1/03	<p>(d): Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client’s interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering <del>papers documents</del> and property to which the client is entitled and refunding any advance payment of fee <del>or expense</del> that has not been earned <del>or incurred</del>. <del>The lawyer may retain papers relating to the client to the extent permitted by other law.</del> <u>Upon the client’s request, the lawyer shall provide the client with all of the client’s documents, and all documents reflecting work performed for the client. The lawyer may retain documents reflecting work performed for the client to the extent permitted by other law only if retaining them would not prejudice the client’s rights.</u></p>
AR Effective 5/1/05	Same as MR
CA Current Rule	<p>[California’s Rules of Professional Conduct are structured differently from the ABA Model Rules. Please see California Rules : <a href="http://calbar.ca.gov/calbar/pdfs/rules/Rules_Professional-Conduct.pdf">http://calbar.ca.gov/calbar/pdfs/rules/Rules_Professional-Conduct.pdf</a>]</p>
CO Effective 1/1/08	Same as MR
CT Effective	(d): deletes “or expense” and “or incurred” from first sentence and adds “If the representation of the client is terminated either by the lawyer

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1/1/07	withdrawing from representation or by the client discharging the lawyer, the lawyer shall confirm the termination in writing to the client before or within a reasonable time after the termination of the representation.” to end
DE Effective 7/1/03	include an Interpretive Guideline regarding Residential Real Estate Transactions
District of Columbia Effective 2/1/07	<p>(b): combines MR (b) and (b)(1)            (b)(1) and (2): same as MR (b)(2) and (3)            Does not have MR (b)(4)            (b)(3): same as MR (b)(5)            (b)(4): same as MR (b)(6) but replaces language after “or” with “vexatious conduct on the part of the client has rendered the representation unreasonably difficult”            (b)(5) The lawyer believes in good faith, in a proceeding before a tribunal, that the tribunal will find the existence of other good cause for withdrawal.            (d): replaces “Upon” with “In connection with any,” adds “timely” before “steps” and replaces “other law” with “Rule 1.8(i)”</p>
FL Effective 5/22/06	<p>(a): adds “When Lawyer Must Decline or Terminate Representation.” to beginning            Adds: (a)(4) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent, unless the client agrees to disclose and rectify the crime or fraud; or            Adds: (a)(5) the client has used the lawyer's services to perpetrate a crime or fraud, unless the client agrees to disclose and rectify the crime or fraud.            (b): adds “When Withdrawal Is Allowed.” to beginning            Does not have MR (b)(2) or (3)            (b)(2): same as MR (b)(4) but adds “imprudent” after “repugnant”            (b)(3) – (5): same as MR (b)(5) – (7)            (c): adds “Compliance with Order of Tribunal.” to beginning            (d): adds “Protection of Client’s Interest.” to beginning</p>
GA* Effective 1/1/01	<p><i>*Has not amended Rule since the most recent amendments to the ABA Model Rules</i></p> <p>(b) Combines MR (b) and (b)(1);            (b)(3) is similar to MR (4) but deletes language after “repugnant” and adds “or impudent” to end;            (c) <i>When a lawyer withdraws it shall be done in compliance with applicable laws and rules. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.</i>            (d) deletes language after “earned;”            Adds to end:  <i>The maximum penalty for a violation of this Rule is a public reprimand.</i></p>
HI* Effective	<i>*Has not amended Rule since the most recent amendments to the ABA Model Rules</i>

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1/1/94	<p>(b) Combines MR (b) and (b)(1); Does not have MR (b)(3); adds instead: <i>(b)(2) the lawyer reasonably believes that the client has used the lawyer's services to perpetrate a crime or fraud;</i> (b)(3) is similar to MR (b)(4) but changes "taking action" to "pursuing an objective;" deletes language after "repugnant" and adds "or imprudent" to end; <i>(c) When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.</i> (d) deletes "or incurred."</p>
ID Effective 7/1/04	Same as MR
IL Effective 1/1/2010	Same as MR
IN Effective 1/1/05	Same as MR
IA Effective 7/1/05	Same as MR
KS Effective 7/1/07	<p>(a) Adds subparagraph (a)(4): <i>(4) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent.</i> (b) Combines MR (b) and (b)(1); Does not adopt MR (b)(2); (b)(1) is the same as MR (b)(3); (b)(2) is equivalent to MR (b)(4) but changes "taking action" to "pursuing," replaces language after "repugnant or" with: "imprudent;" (b)(3) is the same as MR (b)(5); (b)(4) is the same as MR (b)(6); (b)(6) is the same as MR (b)(7); (c) is the same as the last sentence of MR (c); (d) Deletes "or incurred."</p>
KY Effective 7/15/09	Same as MR
LA Effective 3/1/04	(d): deleted the last sentence of (d) and added the following three sentences: "Upon written request by the client, the lawyer shall promptly release to the client or the client's new lawyer the entire file relating to the matter. The lawyer may retain a copy of the file but shall not condition release over issues relating to the expense of copying the file or for any other reason. The responsibility for the cost of copying shall be determined

	in an appropriate proceeding."
ME Effective 8/1/09	(c) Adds "and rules" after "applicable law;" adds to end of paragraph: "This subsection (c) does not apply to the automatic withdrawal of a lawyer upon completion of a limited representation made pursuant to Rule 1.2."
MD Effective 7/1/05	(b)(4): deletes "taking," adds "or inaction" after "action"
MA Rules effective 9/1/08	<p>(b) is the same as MR (b) and (b)(1), combined;                  (b)(1) is the same as MR (b)(2);                  (b)(2) is the same as MR (b)(3);                  (b)(3) is similar to MR (b)(4) but changes "taking action" to "pursuing an objective;"                  (b)(4) through (6) are the same as MR (b)(5) through (7);                  Replaces MR (c) with:  <i>(c) If permission for withdrawal from employment is required by the rules of a tribunal, a lawyer shall not withdraw from employment in a proceeding before that tribunal without its permission.</i>                  (d) Deletes language following "earned;"                  Adds:  <i>(e) A lawyer must make available to a former client, within a reasonable time following the client's request for his or her file, the following:</i>  <i>(1) all papers, documents, and other materials the client supplied to the lawyer. The lawyer may at his or her own expense retain copies of any such materials.</i>  <i>(2) all pleadings and other papers filed with or by the court or served by or upon any party. The client may be required to pay any copying charge consistent with the lawyer's actual cost for these materials, unless the client has already paid for such materials.</i>  <i>(3) all investigatory or discovery documents for which the client has paid the lawyer's out-of-pocket costs, including but not limited to medical records, photographs, tapes, disks, investigative reports, expert reports, depositions, and demonstrative evidence. The lawyer may at his or her own expense retain copies of any such materials.</i>  <i>(4) if the lawyer and the client have not entered into a contingent fee agreement, the client is entitled only to that portion of the lawyer's work product (as defined in subparagraph (6) below) for which the client has paid.</i>  <i>(5) if the lawyer and the client have entered into a contingent fee agreement, the lawyer must provide copies of the lawyer's work product (as defined in subparagraph (6) below). The client may be required to pay any copying charge consistent with the lawyer's actual cost for the copying of these materials.</i>  <i>(6) for purposes of this paragraph (e), work product shall consist of</i></p>

	<p><i>documents and tangible things prepared in the course of the representation of the client by the lawyer or at the lawyer's direction by his or her employee, agent, or consultant, and not described in paragraphs (2) or (3) above. Examples of work product include without limitation legal research, records of witness interviews, reports of negotiations, and correspondence. (7) notwithstanding anything in this paragraph (e) to the contrary, a lawyer may not refuse, on grounds of nonpayment, to make available materials in the client's file when retention would prejudice the client unfairly.</i></p>
<p>MI* Rules effective 10/1/88</p> <p>New Proposed 11/24/09</p>	<p><i>*Has not amended Rule since the most recent amendments to the ABA Model Rules</i></p> <p>(b) Combines MR (b) and (b)(1); (b)(3) is similar to MR(b)(4) but changes “taking action” to “pursuing an objective;” deletes language after “repugnant” and adds “or imprudent” to end; (c) <i>When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.</i> (d) Changes “steps...practicable” to “reasonable steps;” Deletes language after “earned;” adds to end: “The lawyer may retain papers relating to the client to the extent permitted by law.”</p> <p>Same as 1988 Code</p>
<p>MN Effective 10/1/05</p>	<p>(d): deletes the last sentence adds as (e): Papers and property to which the client is entitled include the following, whether stored electronically or otherwise: (1) in all representations, the papers and property delivered to the lawyer by or on behalf of the client and the papers and property for which the client has paid the lawyer’s fees and reimbursed the lawyer’s costs; (2) in pending claims or litigation representations: (i) all pleadings, motions, discovery, memoranda, correspondence and other litigation materials which have been drafted and served or filed, regardless of whether the client has paid the lawyer for drafting and serving the document(s), but shall not include pleadings, discovery, motion papers, memoranda and correspondence which have been drafted, but not served or filed, if the client has not paid the lawyer’s fee for drafting or creating the documents; and (ii) all items for which the lawyer has agreed to advance costs and expenses regardless of whether the client has reimbursed the lawyer for the costs and expenses, including depositions, expert opinions and statements, business records, witness statements, and other materials that may have evidentiary value; (3) in nonlitigation or transactional representations, client files, papers, and</p>

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	<p>property shall not include drafted but unexecuted estate plans, title opinions, articles of incorporation, contracts, partnership agreements, or any other unexecuted document which does not otherwise have legal effect, where the client has not paid the lawyer's fee for drafting the document(s).  adds as (f): A lawyer may charge a client for the reasonable costs of duplicating or retrieving the client's papers and property after termination of the representation only if the client has, prior to termination of the lawyer's services, agreed in writing to such a charge.  adds as (g): A lawyer shall not condition the return of client papers and property on payment of the lawyer's fee or the cost of copying the files or papers.</p>
MS Effective 11/3/05	<p>(b) and (c): retains former MR  (d): deletes "of fee or expense" after "payment" and "or incurred" after "earned"</p>
MO Effective 7/1/07	<p>Same as MR</p>
MT Effective 4/1/04	<p>1.16(d), last sentence replaced with: "A lawyer is entitled to retain and is not obliged to deliver to a client or former client papers or materials personal to the lawyer or created or intended for internal use by the lawyer except as required by the limitations on the retaining lien in Rule 1.8(i). Except for those client papers which a lawyer may properly retain under the preceding sentence, a lawyer shall deliver either the originals or copies of papers or materials requested or required by a client or former client and bear the copying costs involved."</p>
NE Effective 9/1/05	<p>Same as MR</p>
NV Effective 5/1/06	<p>Same as MR</p>
NH Effective 1/1/08	<p>Adds paragraph (e):  <i>(e) The representation of a lawyer having entered a limited appearance as authorized by the tribunal under a limited representation agreement under Rule 1.2(f)(1), shall terminate upon completion of the agreed representation, without the necessity of leave of court, upon providing notice of completion of the limited representation to the court.</i></p>
NJ Effective 1/1/04	<p>(d): does not add the words "or expense"</p>
NM Effective 11/2/09	<p>Changed to Rule 16-116;  (a) Renamed "<b>A. Mandatory disqualification;</b>" Changes "paragraph (c)" to "Paragraph C;"  (a)(1) Capitalizes "rules of professional conduct;"  (b) Renamed "<b>B. Permissive withdrawal;</b>" Replaces "paragraph (c)" with</p>

	<p>“Paragraph C;”                  (c) Renamed “<b>C. Representation required;</b>”                  (d) Renamed “<b>D. Early termination.</b>”</p>
<p>NY                  Effective                  4/1/09</p>	<p>(a) <i>A lawyer shall not accept employment on behalf of a person if the lawyer knows or reasonably should know that such person wishes to:</i>                  (1) <i>bring a legal action, conduct a defense, or assert a position in a matter, or otherwise have steps taken for such person, merely for the purpose of harassing or maliciously injuring any person;</i> or                  (2) <i>present a claim or defense in a matter that is not warranted under existing law, unless it can be supported by a good faith argument for an extension, modification, or reversal of existing law.</i></p> <p>(b) is similar to MR (a), but deletes “shall not represent...commenced;”                  (b)(1) is similar to MR (a)(1), but adds to beginning: “the lawyer knows or reasonably should know that;”                  Adds (b)(4):                  (4) <i>the lawyer knows or reasonably should know that the client is bringing the legal action, conducting the defense, or asserting a position in the matter, or is otherwise having steps taken, merely for the purpose of harassing or maliciously injuring any person;</i></p> <p>(c) is similar to (b);                  (c)(4) is similar to (b)(4) but replaces language after “action” with: “with which the lawyer has a fundamental disagreement;”                  Adds (c)(5)-(c)(13)                  (5) <i>the client deliberately disregards an agreement or obligation to the lawyer as to expenses or fees;</i>                  (6) <i>the client insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law;</i>                  (7) <i>the client fails to cooperate in the representation or otherwise renders the representation unreasonably difficult for the lawyer to carry out employment effectively;</i>                  (8) <i>the lawyer’s inability to work with co-counsel indicates that the best interest of the client likely will be served by withdrawal;</i>                  (9) <i>the lawyer’s mental or physical condition renders it difficult for the lawyer to carry out the representation effectively;</i>                  (10) <i>the client knowingly and freely assents to termination of the employment;</i>                  (11) <i>withdrawal is permitted under Rule 1.13(c) or other law;</i>                  (12) <i>the lawyer believes in good faith, in a matter pending before a tribunal, that the tribunal will find the existence of other good cause for withdrawal; or</i>                  (13) <i>the client insists that the lawyer pursue a course of conduct which is illegal or prohibited under these Rules.</i></p> <p>Does not adopt (b)(5) through (7)</p>

	<p><i>(d) If permission for withdrawal from employment is required by the rules of a tribunal, a lawyer shall not withdraw from employment in a matter before that tribunal without its permission.</i></p> <p>Second sentence of (d) is identical to the second sentence of MR(c); Adds (e):</p> <p><i>(e) Even when withdrawal is otherwise permitted or required, upon termination of representation, a lawyer shall take steps, to the extent reasonably practicable, to avoid foreseeable prejudice to the rights of the client, including giving reasonable notice to the client, allowing time for employment of other counsel, delivering to the client all papers and property to which the client is entitled, promptly refunding any part of a fee paid in advance that has not been earned and complying with applicable laws and rules.</i></p> <p>Does not adopt MR (d).</p>
NC Effective 3/1/03	<p>(b), add two additional provisions: "(2) the client knowingly and freely assents to the termination of the representation and (8) the client insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law"</p>
ND Effective 8/1/06	<p>(a): adds "seek to" before "withdraw"</p> <p>(a)(1): adds "the lawyer reasonably believes that" to beginning</p> <p>Adds: (a) (3) the lawyer has offered material evidence in the testimony of the client and has come to know of its falsity and the client has refused to consent to disclosure of its false character to the tribunal; or</p> <p>(a)(4): same as MR (a)(3)</p> <p>(b)(4): replaces "taking action" with "pursuing objectives or means"</p> <p>(c): deletes first sentence</p> <p>Adds: (d) Where the lawyer has sought to withdraw in accordance with paragraph (a)(3) and withdrawal is not permitted, the lawyer may continue the representation without disclosure of the client's false testimony; such continuation alone is not a violation of these Rules.</p> <p>(e): same as MR (d) but replaces "other law" with "Rule 1.19"</p>
OH Effective 2/1/07	<p>(a): replaces "Except as stated in paragraph (c)" with "Subject to divisions (c), (d), and (e) of this rule," adds to end "any of the following applies"</p> <p>(b): replaces "Except as stated in paragraph (c)" with "Subject to divisions (c), (d), and (e) of this rule," adds to end "any of the following applies"</p> <p>(b)(2): replaces "criminal" with "illegal"</p> <p>(b)(5): adds "financial or otherwise" after first use of "obligation"</p> <p>Adds (b)(7) the client gives informed consent to termination of the representation;</p> <p>Adds (b)(8) the lawyer sells the law practice in accordance with Rule 1.17;</p> <p>(b)(9): same as MR (b)(7)</p> <p>(c) If permission for withdrawal from employment is required by the rules of a tribunal, a lawyer shall not withdraw from employment in a proceeding before that tribunal without its permission.</p> <p>Adds (d) As part of the termination of representation, a lawyer shall take</p>

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	<p>steps, to the extent reasonably practicable, to protect a client's interest. The steps include giving due notice to the client, allowing reasonable time for employment of other counsel, delivering to the client all papers and property to which the client is entitled, and complying with applicable laws and rules. Client papers and property shall be promptly delivered to the client. "Client papers and property" may include correspondence, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, and other items reasonably necessary to the client's representation. Adds (e) A lawyer who withdraws from employment shall refund promptly any part of a fee paid in advance that has not been earned, except when withdrawal is pursuant to Rule 1.17.</p>
OK Effective 1/1/08	Same as MR
OR Effective 12/1/06	Same as MR
PA Effective 7/1/06	Same as MR
RI Effective 4/15/07	Same as MR
SC Effective 10/1/05	(b)(5): adds "or payment therefor" after "the lawyer's services"
SD Effective 1/1/04	Same as MR
TN Effective 1/1/2011	<p>(a)(4) Adds "or imprudent" after "repugnant". Deletes the rest of sentence; (b)(3) is similar to MR (b)(4) but adds "pursuing an objective or" before "taking action" and deletes language after "imprudent;"</p> <p>(a)(6) Replaces "in an unreasonable" by "in an unanticipated and substantial;"</p> <p>Adds (a)(8):</p> <p style="padding-left: 40px;"><i>the client gives informed consent confirmed in writing to the withdrawal of the lawyer.</i></p> <p>(d) Replaces language with:</p> <p><i>A lawyer who is discharged by a client, or withdraws from representation of a client, shall, to the extent reasonably practicable, take steps to protect the client's interests. Depending on the circumstances, protecting the client's interests may include: (1) giving reasonable notice to the client, (2) allowing time for the employment of other counsel, (3) cooperating with any successor counsel engaged by the client, (4) promptly surrendering papers and property to which the client is entitled, and (5) promptly refunding any advance payment of fees that have not been earned or</i></p>

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	<i>expenses that have not been incurred. The lawyer may retain papers relating to the client to the extent permitted by other law.</i>
TX* Effective 3/1/05	<p><i>*Has not amended Rule since the most recent amendments to the ABA Model Rules</i></p> <p>Rule 1.15;            (a) Moves first clause to after “withdraw;”            (a)(2) Adds “or psychological” before “condition;”            (a)(3) Adds to end: “with or without good cause;”            (b) Changes “stated in” to “required by;” changes “may withdraw” and “if” to “shall not withdraw” and “unless;”            (b)(4) changes “taking action” to “pursuing an action;” adds “or imprudent” after “repugnant;”            (b)(5) changes “and has been...services” to “including an obligation to pay the lawyer’s fees as agreed;”            (c) <i>When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.</i>            (d) Deletes “or incurred” and adds to end: “only if such retention will not prejudice the client in the subject matter of the representation.”</p>
UT Effective 11/1/05	(d): adds as the second sentence: The lawyer must provide, upon request, the client’s file to the client; adds before “retain”, “reproduce and”
VT Effective 9/1/09	Same as MR
VA Effective 1/1/04	<p>(b): same as former MR            Does not have MR (b)(1)            (b)(1): same as MR (b)(2) but replaces “criminal or fraudulent” with “illegal or unjust”            (b)(2): same as MR (b)(3)            (b)(3): same as former MR            (b)(4): same as MR (b)(5)            (b)(5): same as MR (b)(6)            (b)(6): same as MR (b)(7)            (c) In any court proceeding, counsel of record shall not withdraw except by leave of court after compliance with notice requirements pursuant to applicable Rules of Court. In any other matter, a lawyer shall continue representation notwithstanding good cause for terminating the representation, when ordered to do so by a tribunal.            (d): same as former MR but deletes “surrendering papers and property to which the client is entitled,” adds “and handling records as indicated in paragraph (e)” after “earned” and deletes last sentence.            Adds (e) All original, client-furnished documents and any originals of legal instruments or official documents which are in the lawyer’s possession</p>

	<p>(wills, corporate minutes, etc.) are the property of the client and, therefore, upon termination of the representation, those items shall be returned within a reasonable time to the client or the client’s new counsel upon request, whether or not the client has paid the fees and costs owed the lawyer. If the lawyer wants to keep a copy of such original documents, the lawyer must incur the cost of duplication. Also upon termination, the client, upon request, must also be provided within a reasonable time copies of the following documents from the lawyer’s file, whether or not the client has paid the fees and costs owed the lawyer: lawyer/client and lawyer/third-party communications; the lawyer’s copies of client-furnished documents (unless the originals have been returned to the client pursuant to this paragraph); transcripts, pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, and other attorney work product documents prepared or collected for the client in the course of the representation; research materials; and bills previously submitted to the client. Although the lawyer may bill and seek to collect from the client the costs associated with making a copy of these materials, the lawyer may not use the client’s refusal to pay for such materials as a basis to refuse the client’s request. The lawyer, however, is not required under this Rule to provide the client copies of billing records and documents intended only for internal use, such as memoranda prepared by the lawyer discussing conflicts of interest, staffing considerations, or difficulties arising from the lawyer-client relationship. The lawyer has met his or her obligation under this paragraph by furnishing these items one time at client request upon termination; provision of multiple copies is not required. The lawyer has not met his or her obligation under this paragraph by the mere provision of copies of documents on an item-by-item basis during the course of the representation.</p>
<p>WA Effective 9/1/06</p>	<p>(a): adds “notwithstanding RCW 2.44.040” before “withdraw”</p>
<p>WV* Effective 1/1/89</p>	<p><i>*Has not amended Rule since the most recent amendments to the ABA Model Rules</i></p> <p>(b) is the same as MR (b) and (b)(1), combined;          (b)(1) and (2) are the same as MR (2) and (3);          (b)(3) is similar to MR (b)(4) but replaces “taking action” with “pursuing an objective,” deletes language after “repugnant” and adds “or imprudent;”          (b)(4) through (b)(6) are the same as MR (b)(5) through (b)(7);          Replaces MR (c) with:              <i>(c) When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.</i>          (d) Deletes “or incurred.”</p>
<p>WI</p>	<p>Same as MR</p>

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Effective 7/1/07	
WY Effective 7/1/06	Same as MR

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