

	<p style="text-align: center;">American Bar Association CPR Policy Implementation Committee</p> <p style="text-align: center;">Variations of the ABA Model Rules of Professional Conduct</p> <p>Rule 1.17: Sale of Law Practice</p> <p>A lawyer or a law firm may sell or purchase a law practice, or an area of law practice, including good will, if the following conditions are satisfied:</p> <p>(a) The seller ceases to engage in the private practice of law, or in the area of practice that has been sold, [in the geographic area] [in the jurisdiction] (a jurisdiction may elect either version) in which the practice has been conducted;</p> <p>(b) The entire practice, or the entire area of practice, is sold to one or more lawyers or law firms;</p> <p>(c) The seller gives written notice to each of the seller's clients regarding:</p> <ol style="list-style-type: none"> (1) the proposed sale; (2) the client's right to retain other counsel or to take possession of the file; and (3) the fact that the client's consent to the transfer of the client's files will be presumed if the client does not take any action or does not otherwise object within ninety (90) days of receipt of the notice. <p>If a client cannot be given notice, the representation of that client may be transferred to the purchaser only upon entry of an order so authorizing by a court having jurisdiction. The seller may disclose to the court in camera information relating to the representation only to the extent necessary to obtain an order authorizing the transfer of a file.</p> <p>(d) The fees charged clients shall not be increased by reason of the sale.</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 http://www.abanet.org/cpr/jclr/home.html.</p> <p>Comments not included.</p> <p>*Current links to state Rules of Professional conduct can be found on the ABA website: http://www.abanet.org/cpr/links.html*</p>
<p>AL Effective 2/19/09</p>	<p>Does not adopt</p>
<p>AK</p>	<p>(a) Uses “judicial district;”</p>

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Effective 4/15/09	(c) Changes “information...representation” to “client confidences and secrets.”
AZ Effective 12/1/03	Identical
AR Effective 5/1/05	Adds (e): <u>In every instance in which a law practice in its entirety is sold, the selling attorney, or the legal representative thereof, in the case of a deceased, disabled or disappeared attorney, shall within twenty (20) days of the completion of the sale, file an affidavit with the Committee on Professional Conduct that he or she has complied with the requirements of notice contained within this provision, to include proof of publication, along with a list of clients so notified and an exemplar of such notice. Such affidavit shall also contain the address where communications may thereafter be directed to the affiant.</u>
CA Current Rule	[California’s Rules of Professional Conduct are structured differently from the ABA Model Rules. Please see California Rules : http://calbar.ca.gov/calbar/pdfs/rules/Rules_Professional-Conduct.pdf]
CO Effective 1/1/08	(a) Similar to MR (a) but adds “in Colorado” after “practice of law” and after “area of practice;” (c)(3) Length of time in Colorado is sixty days, instead of ninety; replaces language following “sixty days” with: “of mailing of the notice to the client at the client’s last known address; and;” (c) Deletes text from “If a client” to “transfer of a file.”
CT Effective 1/1/07	(a): replaces language after “sold” with “in Connecticut”
DE Effective 7/1/03	adds the following changes to the paragraph after (c)(3): Inserts at the beginning of the paragraph: "In a matter of pending litigation....."; and adds this sentence at the end: "If approval of the substitution of the purchasing lawyer for the selling lawyer is required by the rules of any tribunal in which a matter is pending, such approval must be obtained before the matter can be included in the sale."
District of Columbia Effective 2/1/07	(a): chooses “in this jurisdiction” from bracketed choices (b) The entire practice is sold to one or more lawyers or law firms or an entire area of practice is sold to one purchaser (either a solo practitioner or a single law firm); (c)(2): adds to end “or of any funds or property to which the client is entitled” (c)(3): adds “to the purchasing lawyer or law firm” after “transfer” and “of the representation and of any client funds held by the selling lawyer or law firm” after “files” Adds following paragraph beginning with “If” Once a client has consented to the transfer to the purchasing lawyer or law firm of the client’s files, funds and representation or the client fails to take action or otherwise object within ninety (90) days of the notice, then the purchasing lawyer is responsible for the client’s matter(s).

<p>FL Effective 5/22/06</p>	<p>First paragraph: replaces language after “good will” with “provided that” Does not have MR (a) (a): same as MR (b) but adds “Sale of Practice or Area of Practice as an Entirety.” to beginning and adds “authorized to practice law in Florida” to end (b): changes MR (c), Notice to Clients. Written notice is served by certified mail, return receipt requested, upon each of the seller's clients of: (b)(1): same as MR (c)(1) (b)(2): ends MR (c)(2) after “counsel” (b)(3): changes MR (c)(3), the fact that the client's consent to the substitution of counsel will be presumed if the client does not object within 30 days after being served with notice. (c): adds heading and changes first sentence of paragraph following MR (c)(3), Court Approval Required. If a representation involves pending litigation, there shall be no substitution of counsel or termination of representation unless authorized by the court. Adds: (d) Client Objections. If a client objects to the proposed substitution of counsel, the seller shall comply with the requirements of rule 4-1.16(d). Adds: (e) Consummation of Sale. A sale of a law practice shall not be consummated until: (1) with respect to clients of the seller who were served with written notice of the proposed sale, the 30-day period referred to in subdivision (b)(3) has expired or all such clients have consented to the substitution of counsel or termination of representation; and (2) court orders have been entered authorizing substitution of counsel for all clients who could not be served with written notice of the proposed sale and whose representations involve pending litigation; provided, in the event the court fails to grant a substitution of counsel in a matter involving pending litigation, that matter shall not be included in the sale and the sale otherwise shall be unaffected. Further, the matters not involving pending litigation of any client who cannot be served with written notice of the proposed sale shall not be included in the sale and the sale otherwise shall be unaffected. (f): adds to beginning of MR (d), Existing Fee Contracts Controlling. The purchaser shall honor the fee agreements that were entered into between the seller and the seller's clients.</p>
<p>GA* Effective 1/1/01</p>	<p><i>*Has not amended Rule since the most recent amendments to the ABA Model Rules</i></p> <p>Rule is similar but with different language throughout: Text: deletes “or an area of law practice;” Does not have MR (a); <i>(b) The practice is sold as an entirety to another lawyer or law firm;</i> <i>(c) Actual written notice is given to each of the seller's clients regarding:</i></p>

	<p>(1) the proposed sale; (2) the terms of any proposed change in the fee arrangement authorized by paragraph (d); (3) the client's right to retain other counsel or to take possession of the file; and (4) the fact that the client's consent to the sale will be presumed if the client does not take any action or does not otherwise object within ninety (90) days of receipt of the notice.</p> <p>If a client cannot be given notice, the representation of that client may be transferred to the purchaser only upon entry of an order so authorizing by a court having jurisdiction. The seller may disclose to the court in camera information relating to the representation only to the extent necessary to obtain an order authorizing the transfer of a file.</p> <p>(d) The fees charged clients shall not be increased by reason of the sale. The purchaser may, however, refuse to undertake the representation unless the client consents to pay the purchaser fees at a rate not exceeding the fees charged by the purchaser for rendering substantially similar services prior to the initiation of the purchase negotiations.</p> <p>The maximum penalty for a violation of this Rule is a public reprimand.</p>
<p>HI* Effective 1/1/94</p>	<p>*Has not amended Rule since the most recent amendments to the ABA Model Rules</p> <p>Text: Deletes “or an area of law practice;” (a) Deletes language after “practice of law” and adds instead: “in the State of Hawai‘i and the Federal District of Hawai‘I;” (b) The practice is sold as an entirety to another lawyer or law firm; (c) Actual written notice is given to each of the seller's clients regarding: (1) the proposed sale and the identity of the purchaser; (2) the terms of any proposed change in the fee arrangement authorized by paragraph (d); (3) the client's right to retain other counsel or to take possession of file; and (4) the fact that the client's consent to the sale will be presumed if client does not take any action or does not otherwise object within ninety (90) days of receipt of the notice.</p> <p>Last two paragraphs, including MR (d), are the same as MR but adds to end of last paragraph: “Existing agreements between the seller and the client as to fees and the scope of the work must be honored by the purchaser, unless the client consents in writing after consultation.”</p>

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ID Effective 7/1/04	First paragraph: does not include “or an area of law practice” (a): uses “in the substantive practice area subject of the sale” (b): The practice or part thereof is sold to other lawyers or law firms; (c): Actual written notice is given to each of the seller’s clients directly affected by the sale regarding: (2): same as MR (d) (3): same as MR (2) (4): same as MR (3) but uses “consent to the sale”
IL Effective 1/1/2010	Replaces “a law practice, or an area of law” with “and the estate of a deceased lawyer or the guardian or authorized representative of a disabled lawyer may sell, a law;” (a) Replaces everything after “practice of law” with “in the geographic area in which the practice has been conducted;” (b) Deletes “or the entire area of practice.”
IN Effective 1/1/05	Identical
IA Effective 7/1/05	Identical
KS Effective 7/1/07	Does not adopt
KY Effective 7/15/09	Changes “an area of” to “a field of;” (a) is similar to MR (a) but divides language after “engage in” into three subparagraphs: (a)(1): “the private practice of law, or;” (a)(2): “the field(s) of practice sold, or;” (a)(3): “the practice of law in the geographic area in which the practice has been conducted, all as the seller and purchaser may agree, all as the seller and purchaser may agree;” (b) changes “entire area” to “entire field;” (e) is similar to the last paragraph of MR (c), but replaces first sentence with: “If a client with active matters cannot be given notice, the file(s) of that client may be transferred to the purchaser only upon entry of an order by the circuit court in the county of the principal place of business of the seller;” adds to end of paragraph: “Notification of the entry of the order shall be sent to the Kentucky Bar Association;” Adds (f): <i>(f) In the event the sale includes files that are closed matters, and the attorney has mailed notice to the client’s last known address, the client’s consent to the transfer of the client’s files will be presumed if the client does not take any action or does not otherwise object within ninety (90) days of the date the notice was sent.</i>
LA Effective	Does not adopt

3/1/04	
<p>ME Effective 8/1/09</p>	<p>Does not adopt MR (a) or (b); Adds:</p> <p><i>(a) The selling attorney or each attorney in the selling firm has retired, become disabled or has died; or the selling attorney or each attorney in the selling firm has ceased to engage in the private practice of law in the State of Maine.</i></p> <p><i>(b) If the seller is or was a solo practitioner, then the entire law practice must be sold as a single unit. If the seller is or was a law firm, then the entire practice of the firm must be sold as a single unit. The entire law practice, for purposes of this rule, shall mean all client files, for open and closed engagements, excepting only those cases in which a conflict-of-interest is present or may arise.</i></p> <p><i>(c) The purchaser, who must be registered with the Board as an active member of the Bar of the State of Maine, assumes the obligations of an attorney to the client or clients whose files are transferred.</i></p> <p>(d) and (d)(1) combined are equivalent to MR (c); The first three words of (d) are the same as the first three words of MR (c), adds “the following notices” to end of paragraph;” (1) is similar to language following “gives” in MR (c) but adds “and to the Board of Overseers” before “regarding;” (d)(1)(A) is similar to MR (c)(1) but adds to end: “including the name of the purchasing attorney or the names of the attorneys who practice within the purchasing firm;”</p> <p>(d)(1)(B) and (C) are the same as MR (c)(2) and (3); Adds (d)(1)(D):</p> <p><i>(D) the terms of any proposed change in the fee arrangement authorized by paragraph (e);</i></p> <p>Last paragraph of (d) is similar to the last paragraph of MR (c), except that it replaces “court having jurisdiction” with “single justice of the Maine Supreme Judicial Court, which shall not issue without the Board of Overseers of the Bar having been given notice and opportunity to be heard;”</p> <p>Adds (d)(2):</p> <p><i>(2) Further notice shall be given by publication in a newspaper of general circulation in each county in which seller has engaged in the practice of law, at least thirty days before the anticipated transfer of files. Such notice shall include the anticipated date of sale and identification of the purchasing lawyer or firm.</i></p> <p>(e) is the same as MR (d).</p>
<p>MD Effective 7/1/05</p>	<p>(a) A lawyer or a law firm may sell or purchase <u>Subject to paragraph (b), a law practice, or an area of law practice, including goodwill, may be sold</u> if the following conditions are satisfied:</p> <p>(1) <u>Except in the case of death, disability, or appointment of the seller to judicial office, the entire practice that is the subject of the sale has been in existence at least five years prior to the date of sale;</u></p>

	<p>(2) The entire practice, or the entire area of practice, is sold <u>to one or more lawyers or law firms as an entirety to another lawyer or law firm</u>; and</p> <p>(3) The seller gives Written notice to each <u>has been mailed to the last known address</u> of the seller's <u>current</u> clients regarding:</p> <p>(A) the proposed sale;</p> <p>(B) <u>the terms of any proposed change in the fee arrangement</u>;</p> <p>(C) the client's right to retain other counsel, to take possession of the file, <u>and to obtain any funds or other property to which the client is entitled</u>; and</p> <p>(D) the fact that the client's consent to the transfer of the client's files <u>new representation</u> will be presumed if the client does not take any action or does not otherwise object within ninety (90) <u>sixty (60)</u> days of receipt <u>mailing</u> of the notice.</p> <p>(b) If a client cannot be given notice <u>required by paragraph (a)(3) is returned and the client cannot be located</u>, the representation of that client may be transferred to the purchaser only upon entry of <u>by an order so of a court of competent jurisdiction</u> authorizing by a court having jurisdiction <u>the transfer</u>. The seller may disclose to the court in camera information relating to the representation only to the extent necessary to obtain an order authorizing the transfer of a file.</p> <p>Does not include MR (d)</p>
<p>MA Rules effective 9/1/08</p>	<p>Replaces “or purchase...of law practice” with: “and a lawyer or law firm may purchase, with or without consideration, a law practice;”</p> <p>(a) [RESERVED]</p> <p>(b) [RESERVED]</p> <p>(c) Replaces language before “to each of the seller’s” with: “Actual written notice is given;”</p> <p>Adds:</p> <p><i>(c)(2) the terms of any proposed change in the fee arrangement authorized by paragraph (d);</i></p> <p>(c)(3) and (4) are the same as MR (c)(2) and (3);</p> <p>Replaces MR (d) with:</p> <p><i>(d) The fees charged clients shall not be increased by reason of the sale. The purchaser may, however, refuse to undertake the representation unless the client consents to pay the purchaser fees at a rate not exceeding the fees charged by the purchaser for rendering substantially similar services prior to the initiation of the purchase negotiations.</i></p>
<p>MI* Rules effective 10/1/88</p>	<p><i>*Has not amended Rule since the most recent amendments to the ABA Model Rules</i></p> <p>First paragraph (MR (a)) deletes “or an area of law practice;” replaces language after “good will” with “pursuant to this rule;”</p> <p>Replaces language in the rest of the rule with:</p>

<p>New Rule Proposed 11/24/09</p>	<p><i>(b) The fees charged clients shall not be increased by reason of the sale, and a purchaser shall not pass on the cost of good will to a client. The purchaser may, however, refuse to undertake the representation unless the client consents to pay fees regularly charged by the purchaser for rendering substantially similar services to other clients prior to the initiation of the purchase negotiations.</i></p> <p><i>(c) Actual written notice of a pending sale shall be given at least 91 days prior to the date of the sale to each of the seller's clients, and the notice shall include:</i></p> <ul style="list-style-type: none"> <i>(1) notice of the fact of the proposed sale;</i> <i>(2) the identity of the purchaser;</i> <i>(3) the terms of any proposed change in the fee agreement permitted under paragraph (b);</i> <i>(4) notice of the client's right to retain other counsel or to take possession of the file; and</i> <i>(5) notice that the client's consent to the transfer of the client's file to the purchaser will be presumed if the client does not retain other counsel or otherwise object within 90 days of receipt of the notice.</i> <p><i>If the purchaser has identified a conflict of interest that the client cannot waive and that prohibits the purchaser from undertaking the client's matter, the notice shall advise that the client should retain substitute counsel to assume the representation and arrange to have the substitute counsel contact the seller.</i></p> <p><i>(d) If a client cannot be given actual notice as required in paragraph (c), the representation of that client may be transferred to the purchaser only upon entry of an order so authorizing by a judge of the judicial circuit in which the seller maintains the practice. The seller or the purchaser may disclose to the judge in camera information relating to the representation only to the extent necessary to obtain an order authorizing the transfer of a file.</i></p> <p><i>(e) The sale of the good will of a law practice may be conditioned upon the seller ceasing to engage in the private practice of law for a reasonable period of time within the geographical area in which the practice had been conducted.</i></p> <p>Same as 1988 Rule.</p>
<p>MN Effective 10/1/05</p>	<p>(a) A lawyer shall not sell or buy a law practice unless:</p> <ul style="list-style-type: none"> (1) the seller sells the practice as an entirety, as defined in paragraph (c) of this rule, to a lawyer or firm of lawyers licensed to practice law in Minnesota; and (2) the seller sends a written notification that complies with paragraph (d) of this rule to all clients whose files are currently active and all clients whose inactive files will be taken over the by the buy lawyer or firm of

	<p>lawyers.</p> <p>(b) The buying lawyer or firm of lawyers shall not increase the fees charged to clients by reason of the sale for a period of at least one year from the date of the sale. The buying lawyer or firm of lawyers shall honor all existing fee agreements for at least one year from the date of the sale and shall continue to completion, on the same terms agreed to by the selling lawyer and the client, any matters that the selling lawyer has agreed to do on a pro bono publico basis or for a reduced fee.</p> <p>(c) For purposes of this rule, a practice is sold as an entirety if the buying lawyer or firm of lawyers assumes responsibility for at least all of the currently active files except those that deal with matters that the buying lawyer or firm of lawyers would not be competent to handle, those that the buying lawyer or firm of lawyers would be barred from handling because of a conflict of interest, or those from which the selling lawyer is denied permission to withdraw by a tribunal in a matter subject to Rule 1.16(c).</p> <p>(d) The written notification that the selling lawyer must send pursuant to paragraph (a)(2) of this rule must include at a minimum:</p> <p>(1) a statement that the law practice of the selling lawyer has been sold to the buying lawyer or law firm;</p> <p>(2) a summary of the buying lawyer's or law firm's professional background, including education and experience and the length of time that the buying lawyer or members of the buying law firm have been in practice;</p> <p>(3) a statement that the client has the right to continue to retain the buying lawyer under the same fee arrangement as the client had with the selling lawyer or to have the client's complete file sent to the client or to another lawyer of the client's choice.</p> <p>(e) If the written notification described in paragraph (d) has actually reached the client through personal service or by certified mail, the notification may include a provision stating that if the client does not respond to the buying lawyer by ninety days from the date that the client receives the notification, the client's silence shall be deemed to be the client's waiver of confidentiality and the client's consent to the buying lawyer representing the client in the matter that was the subject of the selling lawyer's representation. The client's failure to respond within that time shall be such a waiver and consent.</p> <p>(f) The transaction may include a promise by the selling lawyer that the selling lawyer will not engage in the practice of law for a reasonable period of time within a reasonable geographic area and will not advertise for or solicit clients within that area for that time.</p> <p>(g) The selling lawyer shall retain responsibility for the proper management and disposition of all inactive files that are not transferred as part of the sale of the law practice.</p> <p>(h) For purposes of this rule, the term "lawyer" means an individual lawyer or a law firm that buys or sells a law practice.</p>
MS	First paragraph: retains former MR, replaces "following conditions" with

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<p>Effective 11/3/05</p>	<p>“conditions set forth in Rule 1.17,” adds “The estate of a deceased, disabled or disappeared lawyer may be a seller.” to end (a): retains former MR, replaces “seller” with “selling lawyer or law firm” and “in which” with “wherein” (b): retains former MR (c): retains former MR (c)(1) and (2): same as current MR (c)(3): same as former MR (c)(4) Paragraph after (c)(3): same as MR but replaces “a court having jurisdiction” with “any court having jurisdiction” (d): retains former MR Adds (e): For purposes of this rule, good will, as used herein, is defined as reputation, including use of the lawyer or law firm's name that will probably generate future business. However, any use of the lawyer or law firms name, after the sale or purchase of the subject law practice has been completed, must be accompanied with a notice that the selling lawyer or law firm is no longer engaged in the active practice of law. Adds (f): Notwithstanding the provisions of this rule, if the selling lawyer or law firm returns to the practice of law, then use of the selling lawyer or law firm's name must be discontinued by the purchasing lawyer or law firm.</p>
<p>MO Effective 7/1/07</p>	<p>(a) Deletes parentheses and adds to end: “as defined by the agreement between the parties to the sale;” (d) is similar to MR (d) but adds “of the practice” after “sale” and adds to end of paragraph: <i>“The purchaser may, however, refuse to undertake the representation unless the client consents to pay the purchaser fees at a rate not exceeding the fees charged by the purchaser for rendering <u>substantially similar services prior to the initiation of the purchase negotiations.</u>”</i></p>
<p>MT Effective 4/1/04</p>	<p>For MR, see 1.19. MT has as Rule 1.17 a rule on Government Employment: “An attorney employed <u>full time by</u> the State of Montana or a <u>political subdivision</u> shall not accept other employment during the course of which it would be possible to use or otherwise rely on information obtained by reason of government employment that is injurious, confidential or privileged and not otherwise discoverable.”</p>
<p>NE Effective 9/1/05</p>	<p>deletes (a) of MR; renumbers paragraphs accordingly. replaces the paragraph after (b)(3) [which is MR (c)(3)] with: If a client cannot be given notice, that matter shall not be included in the sale and the sale otherwise shall be unaffected and the seller shall comply with the requirements of Rule 1.16 for withdrawal from representation.</p>
<p>NV Effective 5/1/06</p>	<p>(a), adds to end: “... for a reasonable period of time, in no case less than 6 months, to be set forth in the written agreement for the sale of the practice. In the event a specific term is not set forth in writing, a term of 6 months shall apply for the purposes of this Rule”</p>
<p>NH Effective</p>	<p>(a) Replaces language after “sold” with: “within the State of New Hampshire;”</p>

<p>1/1/08</p>	<p>(b) Adds parentheses after “practice:” “(subject to the clients’ rights under Rule 1.17(c)(2));”</p> <p>(c) Replaces “seller’s” with “active and inactive;” adds between “clients” and “regarding:” “of the practice or practice area being sold;”</p> <p>Does not adopt last sentence of MR (c);</p> <p>(d) is similar to the last paragraph of MR (c) but adds “described in section</p> <p>Adds (e):</p> <p style="padding-left: 40px;"><i>(e) If a client cannot be given notice described in section (c), the representation of that client shall be transferred to the successor lawyer or law firm for the limited purpose of protecting the interests of that client as and to the same extent as the selling or prior lawyer was required to do by these Rules, and the successor lawyer or law firm shall have a continuing obligation to reasonably attempt to provide the client with such notice to the same extent as may be required by these Rules; and</i></p> <p>Adds (f):</p> <p style="padding-left: 40px;"><i>(f) The successor lawyer or law firm shall take possession of all the inactive or archival files of the practice or practice area being sold, and shall store, handle, or destroy them in accordance with the normal operating procedures of the successor lawyer or law firm and these Rules. Notice of the transfer of the inactive and archival files shall be published in an appropriate newspaper of local circulation and shall be provided to the New Hampshire Bar Association.</i></p>
<p>NJ Effective 1/1/04</p>	<p>does not include sale of an area of practice.</p> <p>(a) The seller ceases to engage in the private practice of law in the <u>this</u> jurisdiction in which the practice has been conducted.</p> <p>(c) is worded differently: Written notice is given to each of the seller's clients stating that the interest in the law practice is being transferred to the purchaser; that the client has the right to retain other counsel; that the client may take possession of the client's file and property; and that if no response to the notice is received within sixty days of the sending of such notice, or in the event the client's rights would be prejudiced by a failure to act during that time, the purchaser may act on behalf of the client until otherwise notified by the client.</p> <p>(1) If the seller is the estate of a deceased lawyer, the purchaser shall cause the notice to be given to the client and the purchaser shall obtain the written consent of the client provided that such consent shall be presumed if no response to the notice is received within sixty days of the date the notice was sent to the client's last known address as shown on the records of the seller, or the client's rights would be prejudiced by a failure to act during such sixty-day period.</p> <p>(2) In all other circumstances, not less than sixty days prior to the transfer the seller shall cause the notice to be given to the client and the seller shall obtain the written consent of the client prior to the transfer, provided that such consent shall be presumed if no response to the notice is received</p>

	<p>within sixty days of the date of the sending of such notice to the client's last known address as shown on the records of the seller.</p> <p>(3) The purchaser shall cause an announcement or notice of the purchase and transfer of the practice to be published in the <i>New Jersey Law Journal</i> and the <i>New Jersey Lawyer</i> at least thirty days in advance of the effective date of the transfer.</p> <p>(d) The fees charged to clients shall not be increased by reason of the sale of the practice.</p> <p>Adds (e) and (f): (e) If substitution in a pending matter is required by the tribunal or these Rules, the purchasing lawyer or law firm shall provide for same promptly.</p> <p>(f) Admission to or withdrawal from a partnership, professional corporation, or limited liability entity, retirement plans and similar arrangements, or sale limited to the tangible assets of a law practice shall not be deemed a sale or purchase for purposes of this Rule.</p>
<p>NM Effective 11/2/09</p>	<p>Changed to Rule 16-117;</p> <p>(a) Becomes A, (b) Becomes B, etc.;</p> <p>(c) Adds after "seller's clients:" "for whom the attorney is performing ongoing legal service at the time of the sale or for whom the attorney has performed any legal services within twelve (12) months prior to the date of sale;"</p> <p>(c)(1) Adds after "the proposed sale:" "and that the seller has ceased to engage in the private practice of law or in the area of practice that has been sold;"</p> <p>(c)(2) Moved to (c)(3); Replaced with, "the name and address of the purchaser;"</p> <p>(c)(3) First paragraph moved to (c)(4); "ninety (90) days" replaced with "sixty (60) days;"</p> <p>(c)(3) Beginning of second paragraph, "If a client...purchaser only," moved to Paragraph D; Replaces "If a client" with "If the client;" Replaces "given notice" with "notified by written notice;" Adds "or" at the end of paragraph;</p> <p>(c)(3) "upon entry...having jurisdiction" becomes D(1);</p> <p>Adds Paragraph D(2): "by publishing notice once a week for two (2) consecutive weeks in a newspaper of general circulation in the county in which the seller's principal office is located setting forth the matters specified in Subparagraphs (1), (2), (3) and (4) of Paragraph C of this rule, but not containing the name of the client. The published notice shall also contain the address where any person entitled to do so may object to the proposed transfer or claim the files within sixty (60) days after the final date of publication; and;"</p> <p>(d) Becomes Paragraph E.</p>
<p>NY Effective 4/1/09</p>	<p>Does not adopt (a) or (b);</p> <p>Adds:</p> <p>(a) <i>A lawyer retiring from a private practice of law; a law firm, one or more members of which are retiring from the private practice of law with</i></p>

the firm; or the personal representative of a deceased, disabled or missing lawyer, may sell a law practice, including goodwill, to one or more lawyers or law firms, who may purchase the practice. The seller and the buyer may agree on reasonable restrictions on the seller's private practice of law, notwithstanding any other provision of these Rules. Retirement shall include the cessation of the private practice of law in the geographic area, that is, the county and city and any county or city contiguous thereto, in which the practice to be sold has been conducted.

(b) Confidential information.

(1) With respect to each matter subject to the contemplated sale, the seller may provide prospective buyers with any information not protected as confidential information under Rule 1.6.

(2) Notwithstanding Rule 1.6, the seller may provide the prospective buyer with information as to individual clients:

(i) concerning the identity of the client, except as provided in paragraph (b)(6);

(ii) concerning the status and general nature of the matter;

(iii) available in public court files; and

(iv) concerning the financial terms of the client-lawyer relationship and the payment status of the client's account.

(3) Prior to making any disclosure of confidential information that may be permitted under paragraph (b)(2), the seller shall provide the prospective buyer with information regarding the matters involved in the proposed sale sufficient to enable the prospective buyer to determine whether any conflicts of interest exist. Where sufficient information cannot be disclosed without revealing client confidential information, the seller may make the disclosures necessary for the prospective buyer to determine whether any conflict of interest exists, subject to paragraph (b)(6). If the prospective buyer determines that conflicts of interest exist prior to reviewing the information, or determines during the course of review that a conflict of interest exists, the prospective buyer shall not review or continue to review the information unless the seller shall have obtained the consent of the client in accordance with Rule 1.6(a)(1).

(4) Prospective buyers shall maintain the confidentiality of and shall not use any client information received in connection with the proposed sale in the same manner and to the same extent as if the prospective buyers represented the client.

(5) Absent the consent of the client after full disclosure, a seller shall not provide a prospective buyer with information if doing so would cause a violation of the attorney-client privilege.

(6) If the seller has reason to believe that the identity of the client or the fact of the representation itself constitutes confidential information in the circumstances, the seller may not provide such information to a prospective buyer without first advising the client

	<p><i>of the identity of the prospective buyer and obtaining the client's consent to the proposed disclosure.</i></p> <p>(c) is roughly equivalent to MR but with significant changes in wording (although (c)(1) is the same as MR (d)(2)):</p> <p><i>(c) Written notice of the sale shall be given jointly by the seller and the buyer to each of the seller's clients and shall include information regarding:</i></p> <p><i>(1) the client's right to retain other counsel or to take possession of the file;</i></p> <p><i>(2) the fact that the client's consent to the transfer of the client's file or matter to the buyer will be presumed if the client does not take any action or otherwise object within 90 days of the sending of the notice, subject to any court rule or statute requiring express approval by the client or a court;</i></p> <p><i>(3) the fact that agreements between the seller and the seller's clients as to fees will be honored by the buyer;</i></p> <p><i>(4) proposed fee increases, if any, permitted under paragraph (e); and</i></p> <p><i>(5) the identity and background of the buyer or buyers, including principal office address, bar admissions, number of years in practice in New York State, whether the buyer has ever been disciplined for professional misconduct or convicted of a crime, and whether the buyer currently intends to resell the practice.</i></p> <p>Adds (d):</p> <p><i>(d) When the buyer's representation of a client of the seller would give rise to a waivable conflict of interest, the buyer shall not undertake such representation unless the necessary waiver or waivers have been obtained in writing.</i></p> <p>(e) is equivalent to MR (c) but changes language significantly:</p> <p><i>(e) The fee charged a client by the buyer shall not be increased by reason of the sale, unless permitted by a retainer agreement with the client or otherwise specifically agreed to by the client.</i></p>
<p>NC Effective 3/1/03</p>	<p>adds the sale of an area of practice in the text</p> <p>some differences in the detail; in (c), written notice does not have to be given by the seller; (c)(1): notice includes the identity of the purchaser; (c)(3): only 30 days notice.</p> <p>inserts as (d): "If the seller or the purchaser identifies a conflict of interest that prohibits the purchaser from representing the client, the seller's notice to the client shall advise the client to retain substitute counsel."</p> <p>adds at the end of (e), which is the notice paragraph at the end of MR (c): "In the event the court fails to grant a substitution of counsel in a matter, that matter shall not be included in the sale and the sale otherwise shall be unaffected."</p> <p>adds new (g): " The seller and purchaser may agree that the purchaser does</p>

	<p>not have to pay the entire sales price for the seller's law practice in one lump sum. The seller and purchaser may enter into reasonable arrangements to finance the purchaser's acquisition of the seller's law practice without violating Rules 1.5(e) and 5.4(a). The seller, however, shall have no say regarding the purchaser's conduct of the law practice."</p>
<p>ND Effective 8/1/06</p>	<p>First paragraph: adds "all or part" after "purchase," deletes "or an area of law practice" (a) The seller ceases to engage in the private practice of law or some particular area of the practice of law within an agreed upon geographic area in which the practice has been conducted; (b) The practice or particular area of practice is sold as an entirety to another lawyer or law firm; (c) Actual written notice is given by certified mail, return receipt requested, to each of the seller's clients regarding Adds: (c)(2) the terms of any proposed change in the fee arrangement authorized by paragraph (d); (c)(3) and (4): same as MR (c)(2) and (3) Paragraph after (c)(4): replaces "If client cannot be given notice" with "If written notice by certified mail is ineffective, the seller should take all reasonable steps to see that notice of the sale is received by the client. If after all reasonable steps have been exhausted, notice has still not been received by the client" (d) The sale may not be financed by increases in fees charged the clients of the practice. Existing agreements between the seller and the client as to fees and the scope of the work must be honored by the purchaser, unless the client consents in writing after consultation. Adds: (e) Any sale of any particular area of practice arising out of the selling lawyer's cessation of practice in an area of practice must include all of the selling attorney's files in the area of specialty or practice.</p>
<p>OH Effective 2/1/07</p>	<p>(a) Subject to the provisions of this rule, a lawyer or law firm may sell or purchase a law practice, including the good will of the practice. The law practice shall be sold in its entirety, except where a conflict of interest is present that prevents the transfer of representation of a client or class of clients. This rule shall not permit the sale or purchase of a law practice where the purchasing lawyer is buying the practice for the sole or primary purpose of reselling the practice to another lawyer or law firm. (b) As used in this rule: (1) "Purchasing lawyer" means either an individual lawyer or a law firm; (2) "Selling lawyer" means an individual lawyer, a law firm, the estate of a deceased lawyer, or the representatives of a disabled or disappeared lawyer. (c) The selling lawyer and the prospective purchasing lawyer may engage in general discussions regarding the possible sale of a law practice. Before the selling lawyer may provide the prospective purchasing lawyer with information relative to client representation or confidential material contained in client files, the selling lawyer shall require the prospective</p>

<p>purchasing lawyer to execute a confidentiality agreement. The confidentiality agreement shall bind the prospective purchasing lawyer to preserve information relating to the representation of the clients of the selling lawyer, consistent with Rule 1.6, as if those clients were clients of the prospective purchasing lawyer.</p> <p>(d) The selling lawyer and the purchasing lawyer may negotiate the terms of the sale of a law practice, subject to all of the following:</p> <p>(1) The sale agreement shall include a statement by selling lawyer and purchasing lawyer that the purchasing lawyer is purchasing the law practice in good faith and with the intention of delivering legal services to clients of the selling lawyer and others in need of legal services.</p> <p>(2) The sale agreement shall provide that the purchasing lawyer will honor any fee agreements between the selling lawyer and the clients of the selling lawyer relative to legal representation that is ongoing at the time of the sale. The purchasing lawyer may negotiate fees with clients of the selling lawyer for legal representation that is commenced after the date of the sale.</p> <p>(3) The sale agreement may include terms that reasonably limit the ability of the selling lawyer to reenter the practice of law, including, but not limited to, the ability of the selling lawyer to reenter the practice of law for a specific period of time or to practice in a specific geographic area. The sale agreement shall not include terms limiting the ability of the selling lawyer to practice law or reenter the practice of law if the selling lawyer is selling his or her law practice to enter academic, government, or public service or to serve as in-house counsel to a business.</p> <p>(e) Prior to completing the sale, the selling lawyer and purchasing lawyer shall provide written notice of the sale to the clients of the selling lawyer. For purposes of this rule, clients of the selling lawyer include all current clients of the selling lawyer and any closed files that the selling lawyer and purchasing lawyer agree to make subject of the sale. The written notice shall include all of the following:</p> <p>(1) The anticipated effective date of the proposed sale;</p> <p>(2) A statement that the purchasing lawyer will honor all existing fee agreements for legal representation that is ongoing at the time of sale and that fees for legal representation commenced after the date of sale will be negotiated by the purchasing lawyer and client;</p> <p>(3) The client's right to retain other counsel or take possession of case files;</p> <p>(4) The fact that the client's consent to the sale will be presumed if the client does not take action or otherwise object within ninety days of the receipt of the notice;</p> <p>(5) Biographical information relative to the professional qualifications of the purchasing lawyer, including but not limited to applicable information consistent with Rule 7.2, information regarding any disciplinary action taken against the purchasing lawyer, and information regarding the existence, nature, and status of any pending disciplinary complaint certified by a probable cause panel pursuant to Gov. Bar R. V, Section 6(D)(1).</p> <p>(f) If the seller is the estate of a deceased lawyer or the representative of a</p>

	<p>disabled or disappeared lawyer, the purchasing lawyer shall provide the written notice required by division (e) of this rule, and the purchasing lawyer shall obtain written consent from each client to act on the client's behalf. The client's consent shall be presumed if no response is received from the client within ninety days of the date the notice was sent to the client at the client's last known address as shown on the records of the seller or the client's rights would be prejudiced by a failure to act during the ninety day period.</p> <p>(g) If a client cannot be given the notice required by division (e) of this rule, the representation of that client may be transferred to the purchaser only after the selling lawyer and purchasing lawyer have caused notice of the sale to be made by at least one publication in a newspaper of general circulation in the county in which the sale will occur or in an adjoining county if no newspaper is published in the county in which the sale will occur. Upon completion of the publication, the client's consent to the sale is presumed.</p> <p>(h) The written notice to clients required by division (e) and (f) of this rule shall be provided by certified mail, return receipt requested. In lieu of providing notice by certified mail, either the selling lawyer or purchasing lawyer, or both, may personally deliver the notice to a client. In the case of personal delivery, the lawyer providing the notice shall obtain written acknowledgement of the delivery from the client.</p> <p>(i) Neither the selling lawyer nor the purchasing lawyer shall attempt to exonerate the lawyer or law firm from or limit liability to the former or prospective client for any malpractice or other professional negligence. The provisions of Rule 1.8(h) shall be incorporated in all agreements for the sale or purchase of a law practice. The selling lawyer or the purchasing lawyer, or both, may agree to provide for the indemnification or other contribution arising from any claim or action in malpractice or other professional negligence.</p>
<p>OK Effective 1/1/08</p>	<p>First sentence of Rule is the same as MR but adds after "law firm:" "(or the authorized representative of a lawyer or a law firm);" jurisdiction is Oklahoma;</p> <p>Adds to end of (b): <i>except that:</i></p> <ul style="list-style-type: none"> <i>(1) the representation of any client who does not consent as provided in paragraph (c) shall not be transferred;</i> <i>(2) matters shall not be transferred to a purchaser unless the seller has reasonable basis to believe that the purchaser has the requisite knowledge and skill to handle such matters, or reasonable assurances are obtained that such purchaser will either acquire such knowledge and skill or associate with another lawyer having such competence;</i> <i>(3) matters shall not be transferred to a purchaser who would not be permitted to assume such representation by reason of restrictions contained in Rules 1.7 through 1.10 or other Rules; and</i> <i>(4) where matters in litigation are involved, any necessary judicial</i>

	<p><i>approvals of the transfer of representation must be obtained.</i></p> <p>Does not adopt MR (c);</p> <p>Adds (c):</p> <p><i>(c) The seller or the seller's representative shall give written notice to each client whose representation is proposed to be transferred, stating:</i></p> <p><i>(1) a sale of the entire practice, or the entire area of practice, is proposed;</i></p> <p><i>(2) a transfer of the representation of such client to a specified lawyer, lawyers, or law firm is contemplated;</i></p> <p><i>(3) the client has the right to take possession of the file and retain other counsel;</i></p> <p><i>(4) the existence and status of any funds or property held for the client, including but not limited to retainers or other prepayments;</i></p> <p><i>and</i></p> <p><i>(5) the fact that the client's consent to the transfer of the client's files will be presumed if the client does not take any action or does not otherwise object within ninety (90) days of the date of the notice.</i></p> <p><i>The signed written consent of each client whose representation is proposed to be transferred to a purchaser must be obtained; provided that the client's consent to the transfer of the client's files shall be presumed if the client does not take any action or does not otherwise object within ninety (90) days of the date of the notice.</i></p> <p>Last sentence of (c) is similar to MR (c) but changes "may disclose" to "must disclose;"</p> <p>Adds (d):</p> <p><i>(d) The purchaser may, however, refuse to undertake the representation unless the client consents to pay the purchaser fees at a rate not exceeding the fees charged by the purchaser for rendering substantially similar services prior to the initiation of the purchase negotiations.</i></p>
<p>OR Effective 12/1/06</p>	<p>(a) A lawyer or law firm may sell or purchase all or part of a law practice, including goodwill, in accordance with this rule.</p> <p>(b) The selling lawyer, or the selling lawyer's legal representative, in the case of a deceased or disabled lawyer, shall provide written notice of the proposed sale to each current client whose legal work is subject to transfer, by certified mail, return receipt requested, to the client's last known address. The notice shall include the following information:</p> <p>(1) that a sale is proposed;</p> <p>(2) the identity of the purchasing lawyer or law firm, including the office address(es), and a brief description of the size and nature of the purchasing lawyer's or law firm's practice;</p> <p>(3) that the client may object to the transfer of its legal work, may take possession of any client files and property, and may retain counsel other than the purchasing lawyer or law firm;</p>

	<p>(4) that the client's legal work will be transferred to the purchasing lawyer or law firm, who will then take over the representation and act on the client's behalf, if the client does not object to the transfer within forty-five (45) days after the date the notice was mailed; and</p> <p>(5) whether the selling lawyer will withdraw from the representation not less than forty-five (45) days after the date the notice was mailed, whether or not the client consents to the transfer of its legal work.</p> <p>(c) The notice may describe the purchasing lawyer or law firm's qualifications, including the selling lawyer's opinion of the purchasing lawyer or law firm's suitability and competence to assume representation of the client, but only if the selling lawyer has made a reasonable effort to arrive at an informed opinion.</p> <p>(d) If certified mail is not effective to give the client notice, the selling lawyer shall take such steps as may be reasonable under the circumstances to give the client actual notice of the proposed sale and the other information required in subsection (b).</p> <p>(e) A client's consent to the transfer of its legal work to the purchasing lawyer or law firm will be presumed if no objection is received within forty-five (45) days after the date the notice was mailed.</p> <p>(f) If substitution of counsel is required by the rules of a tribunal in which a matter is pending, the selling lawyer shall assure that substitution of counsel is made.</p> <p>(g) The fees charged clients shall not be increased by reason of the sale except upon agreement of the client.</p> <p>(h) The sale of a law practice may be conditioned on the selling lawyer's ceasing to engage in the private practice of law or some particular area of practice for a reasonable period within the geographic area in which the practice has been conducted.</p>
<p>PA Rule amended effective 5/1/09</p>	<p>In first paragraph adds clause, "for consideration," before "sell or purchase;" deletes clause, "or an area of law practice;"</p> <p>(a) Deletes language after "practice of law" and adds "in Pennsylvania;"</p> <p>Replaces language in (b) with:</p> <p><i>(b) The seller sells the practice as an entirety to a single lawyer. For purposes of this Rule, a practice is sold as an entirety if the purchasing lawyer assumes responsibility for all of the active files except those specified in paragraph (g) of this Rule.</i></p> <p>Replaces language in MR (c) with:</p> <p><i>(c) Actual written notice is given to each of the seller's clients, which notice must include at a minimum:</i></p> <ol style="list-style-type: none"> <i>(1) notice of the proposed transfer of the client's representation, including the identity and address of the purchasing lawyer;</i> <i>(2) a statement that the client has the right to representation by the purchasing lawyer under the preexisting fee arrangements;</i> <i>(3) a statement that the client has the right to retain other counsel or to take possession of the file; and</i> <i>(4) a statement that the client's consent to the transfer of the</i>

	<p><i>representation will be presumed if the client does not take any action or does not otherwise object within 60 days of receipt of the notice.</i></p> <p>(d) is similar to MR but adds to end: “Existing agreements between the seller and the client concerning fees and the scope of work must be honored by the purchaser, unless the client gives informed consent confirmed in writing;”</p> <p>Adds:</p> <p><i>(e) The agreement of sale shall include a clear statement of the respective responsibilities of the parties to maintain and preserve the records and files of the seller’s practice, including client files.</i></p> <p><i>(f) In the case of a sale by reason of disability, if a proceeding under Rule 301 of the Pennsylvania Rules of Disciplinary Enforcement has not been commenced against the selling lawyer, the selling lawyer shall file the notice and request for transfer to voluntary inactive status, as of the date of the sale, pursuant to Rule 219(i) thereof.</i></p> <p><i>(g) The sale shall not be effective as to any client for whom the proposed sale would create a conflict of interest for the purchaser or who cannot be represented by the purchaser because of other requirements of the Pennsylvania Rules of Professional Conduct or rules of the Pennsylvania Supreme Court governing the practice of law in Pennsylvania, unless such conflict, requirement or rule can be waived by the client and the client gives informed consent.</i></p> <p><i>(h) For purposes of this Rule:</i></p> <p><i>(1) the term “single lawyer” means an individual lawyer or a law firm that buys a law practice, and</i></p> <p><i>(2) the term “seller” means an individual lawyer or a law firm that sells a law practice and includes both the personal representative or estate of a deceased or disabled lawyer and the deceased or disabled lawyer, as appropriate.</i></p> <p><i>(i) Admission to or withdrawal from a law partnership or professional association, retirement plan or similar arrangement or a sale limited to the tangible assets of a law practice is not a sale or purchase for purposes of this Rule 1.17.</i></p>
<p>RI Effective 4/15/07</p>	<p>(a) Deletes “in the geographic area” clause, deletes parentheses: “(a jurisdiction...version);”</p> <p>(c) is equivalent to MR (c) but changes language to:</p> <p><i>(c) Actual written notice and a written request for consent to transfer the client’s representation is given to each of the seller's clients regarding:</i></p> <p>(c)(1), (2), (3), and the last paragraph of (c) are the same as MR;</p> <p>(d) is the same as MR.</p>
<p>SC Effective 10/1/05</p>	<p>do not include sale of an area of practice</p> <p>In place of the paragraph following MR (c)(3), inserts as (d) a provision for publishing notice to clients:</p>

	<p>(d) A notice is published in a newspaper of general circulation in the geographic area in which the practice has been conducted regarding:</p> <p>(1) the proposed sale;</p> <p>(2) the client's right to retain other counsel or to take possession of the client's file;</p> <p>(3) the fact that active clients will be or have been given written notice regarding the proposed sale and that their consent to the sale will be presumed if they do not take any action or object within ninety (90) days of the date of the mailing of the written notice;</p> <p>(4) the fact that the selling lawyer will retain the files of inactive clients unless those clients give permission for the transfer of their files or, if the parties to the sale elect to give written notice to an inactive client in the same manner provided by paragraph (c) above, the inactive client's consent to the sale will be presumed if the client does not take any action or does not otherwise object within ninety (90) days of the date of the mailing of the notice; and</p> <p>adds at the end of the Rule: The agreement for the sale of a law practice may include reasonable restrictions on the seller's right to practice without violating Rule 5.6.</p>
<p>SD Effective 1/1/04</p>	<p>(a): The agreement shall be in writing and may contain restrictions on the practice of law by the seller, and the seller may be the estate of a deceased lawyer.</p>
<p>TN Effective 1/1/2011</p>	<p>Replaces throughout "area" by "subject-area"</p> <p>(a) Chooses [in the geographic area] from the proposed MR</p> <p>(b) Adds "and the seller provides the buyer with written notice of the fee agreement with each of the seller's clients and any other agreements relating to each client's representation;"</p> <p>(c)(1) Adds "including the expected effective date of the proposed sale, the identity and office address of the purchaser, a brief description of the size and nature of the purchaser's practice and its capacity to assume the representation of the client in accordance with the Rules of Professional Conduct;"</p> <p>(c)(2) Adds "and any other property or funds in the possession of the selling lawyer to which the client is entitled;"</p> <p>(c)(3) Replaces language with: "the duties of the purchasing lawyer under paragraph (d) and)e) of this Rule, and"</p> <p>Adds (c)(4):</p> <p><i>the fact that the client's informed consent to representation by the purchaser and the transfer of the client's files will be presumed if the client does not take any action or does not otherwise object within thirty (3) days or receipt of the notice. If a client cannot be given notice, the representation of that client may be transferred to the purchaser only upon entry of an order so authorizing by a court having jurisdiction or by the presiding judge in the judicial district in which the seller resides. The seller may disclose to the court in</i></p>

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	<p><i>camera information relating to the representation only to the extent necessary to obtain an order authorizing the transfer of a file.</i></p> <p>Adds (e): “The purchasing lawyer shall abide by any other agreements between the selling lawyer and the client with respect to the representation as are permitted by these Rules.”</p>
TX* Effective 3/1/05	<p><i>*Has not amended Rule since the most recent amendments to the ABA Model Rules</i></p> <p>Does not have</p>
UT Effective 11/1/05	<p>(c)(1): adds at the end; and the identity of the purchaser.</p> <p>(c)(3): deletes the paragraph after (c)(3)</p>
VT Effective 9/1/09	<p>Same as MR</p>
VA Effective 1/1/04	<p>First paragraph: replaces “or an area of law practice” with “partially or in its entirety”</p> <p>(a): same as former MR but adds “except the lawyer may practice law while on staff of a public agency or legal services entity which provides legal services to the poor, or as in-house counsel to a business” to end</p> <p>Does not have MR (b)</p> <p>(b): same as former MR (c) but adds “(as defined by the terms of the proposed sale)” after “clients”</p> <p>(b)(1): same as (c)(1) but adds “and the identity of the purchaser” to the end</p> <p>(b)(2) any proposed change in the terms of the future representation including the fee arrangement;</p> <p>(b)(3) the client’s right to consent or to refuse to consent to the transfer of the client’s matter, and that said right must be exercised within ninety (90) days of receipt of the notice;</p> <p>(b)(4): same as MR (c)(2) but adds “and/” before “or”</p> <p>(b)(5): same as MR (c)(3) but adds “refusal to” before “consent” and replaces “file” with “matter” and “object” with “consent”</p> <p>(c): same as paragraph following MR (c)(3) but adds “involved in a pending matter” after “If a client”</p>
WA Effective 9/1/06	<p>(a): did not adopt</p>
WV* Effective 1/1/89	<p><i>*Has not amended Rule since the most recent amendments to the ABA Model Rules</i></p> <p>Deletes “or an area of law practice;”</p> <p>(a) Deletes language after “practice of law” and adds “in West Virginia;”</p> <p>(b) Replaces “entire practice...area of practice” with “the practice;”</p> <p>(c) Replaces “The seller gives written notice” with “Actual written notice is</p>

	<p>given;” Adds (c)(2): (2) <i>the terms of any proposed change in the fee arrangement authorized by paragraph (d);</i> (c)(3) is the same as MR (c)(4); (c)(4) is similar to MR (c)(3) but replaces “to the transfer of the client’s files” with “to the sale;” adds after “notice:” “If a client cannot be given notice, the representation of that client may be transferred to the purchaser only upon entry of an order so authorizing by a court having jurisdiction. The seller may disclose to the court in camera information relating to the representation only to the extent necessary to obtain an order authorizing the transfer of a file;” (d) Adds to end: “The purchaser may, however, refuse to undertake representation unless the client consents to pay the purchaser fees at a rate not exceeding the fees charged by the purchaser for rendering substantially similar services prior to the initiation of the purchase negotiations.”</p>
<p>WI Effective 7/1/07</p>	<p>Same as MR</p>
<p>WY Effective 7/1/06</p>	<p>(a) A lawyer or a law firm may sell or purchase a law practice, or an area of practice, including good will, if the conditions provided in this rule are satisfied. The seller shall give written notice of the following to each of the seller's clients for whom the seller has work in progress or is subject to an ongoing engagement agreement: (1) the sale of the law practice or area of practice; the name and address of the purchasing lawyer or law firm; and, the date the sale will be completed; (2) the purchasing lawyer or each lawyer of a law firm purchaser is licensed to practice law in the State of Wyoming having a current active status and in good standing with the Wyoming State Bar; (3) subject to any written engagement agreement in force between the seller and the client, the client may: (i) consent to assignment of said agreement to the purchaser; (ii) retain other legal counsel and take possession of the client’s file; (iii) take possession of the client’s file. (4) the client's consent to the transfer of the client's files will be presumed if the client does not take any action or does not otherwise object within ninety (90) days of receipt of the notice; and (5) the fees charged clients shall not be increased by reason of the sale, unless otherwise agreed in writing by the client. (b) If a client cannot be given notice, the representation of that client may be transferred to the purchaser only upon entry of an order so authorizing by a court having jurisdiction. The seller may disclose to the court in camera information relating to the representation only to the extent necessary to obtain an order authorizing the transfer of a file. (c) The terms of sale of a law practice between a seller and purchaser may otherwise be more restrictive or conditional than the provisions of this rule</p>

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	provided that such terms are in compliance with these Rules.
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