

**American Bar Association  
CPR Policy Implementation Committee**

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

**Rule 1.8 Conflict of Interest: Current Clients: Specific Rules**

(a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:

(1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;

(2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and

(3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.

(b) A lawyer shall not use information relating to representation of a client to the disadvantage of the client unless the client gives informed consent, except as permitted or required by these Rules.

(c) A lawyer shall not solicit any substantial gift from a client, including a testamentary gift, or prepare on behalf of a client an instrument giving the lawyer or a person related to the lawyer any substantial gift unless the lawyer or other recipient of the gift is related to the client. For purposes of this paragraph, related persons include a spouse, child, grandchild, parent, grandparent or other relative or individual with whom the lawyer or the client maintains a close, familial relationship.

(d) Prior to the conclusion of representation of a client, a lawyer shall not make or negotiate an agreement giving the lawyer literary or media rights to a portrayal or account based in substantial part on information relating to the representation.

(e) A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that:

	<p>(1) a lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter; and</p> <p>(2) a lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.</p> <p>(f) A lawyer shall not accept compensation for representing a client from one other than the client unless:</p> <p>(1) the client gives informed consent;</p> <p>(2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and</p> <p>(3) information relating to representation of a client is protected as required by Rule 1.6.</p> <p>(g) A lawyer who represents two or more clients shall not participate in making an aggregate settlement of the claims of or against the clients, or in a criminal case an aggregated agreement as to guilty or nolo contendere pleas, unless each client gives informed consent, in a writing signed by the client. The lawyer's disclosure shall include the existence and nature of all the claims or pleas involved and of the participation of each person in the settlement.</p> <p>(h) A lawyer shall not:</p> <p>(1) make an agreement prospectively limiting the lawyer's liability to a client for malpractice unless the client is independently represented in making the agreement; or</p> <p>(2) settle a claim or potential claim for such liability with an unrepresented client or former client unless that person is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel in connection therewith.</p> <p>(i) A lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client, except that the lawyer may:</p> <p>(1) acquire a lien authorized by law to secure the lawyer's fee or expenses; and</p> <p>(2) contract with a client for a reasonable contingent fee in a</p>
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	<p>civil case.</p> <p>(j) A lawyer shall not have sexual relations with a client unless a consensual sexual relationship existed between them when the client-lawyer relationship commenced.</p> <p>(k) While lawyers are associated in a firm, a prohibition in the foregoing paragraphs (a) through (i) that applies to any one of them shall apply to all of them.</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>
<p><a href="#">AL</a> Effective 2/19/09</p>	<p>(a)(2) Deletes clause, “is advised...of seeking and;”</p> <p>(a)(3) Shortened to read simply: <i>the client consents in writing hereto</i></p> <p>(b) Changes “gives informed consent” to “consents after consultation;” changes “these Rules” to “Rule 1.6 or Rule 3.3;”</p> <p>(c) Shortens and changes wording to: <i>A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.</i></p> <p>Adds (e)(3) and (4):</p> <p style="padding-left: 40px;"><i>(3) a lawyer may advance or guarantee emergency financial assistance to the client, the repayment of which may not be contingent on the outcome of the matter, provided that no promise or assurance of financial assistance was made to the client by the lawyer, or on the lawyer's behalf, prior to the employment of the lawyer; and</i></p> <p style="padding-left: 40px;"><i>(4) in an action in which an attorney's fee is expressed and payable, in whole or in part, as a percentage of the recovery in the action, a lawyer may pay, from his own account, court costs and expenses of litigation. The fee paid to the attorney from the proceeds of the action may include an amount equal to such costs and expenses incurred.</i></p> <p>(f)(1) Changes wording to: <i>the client consents after consultation or the lawyer is appointed pursuant to an insurance contract;</i></p> <p>(g) Changes “gives informed consent” to “consents after consultation;” Deletes “in a writing signed by the client;” Changes “The lawyer’s disclosure shall include” to “including” and combines last two sentences;</p>

	<p>Combines (h), (h)(1) and (h)(2) into one paragraph (h), changing some wording slightly: Changes “unless the client...or” in (h)(1) to “unless permitted by law and the client is independently represented in making the agreement;” Deletes “or potential claim” in (h)(2); Changes everything after “or former client” to: “without first advising that person in writing that independent representation is appropriate in connection therewith.”</p> <p>Adds new (i): <i>A lawyer related to another lawyer as parent, child, sibling, or spouse shall not represent a client in a representation directly adverse to a person who the lawyer knows is represented by the other lawyer except upon consent by the client after consultation regarding the relationship.</i></p> <p>(j) is equivalent to MR (i), but changes “authorized by law” in (1) to “granted by law;”</p> <p>Adds new (k):</p> <p><i>(k) In no event shall a lawyer represent both parties in a divorce or domestic relations proceeding, or in matters involving custody of children, alimony, or child support, whether or not contested. In an uncontested proceeding of this nature a lawyer may have contact with the nonrepresented party and shall be deemed to have complied with this prohibition if the nonrepresented party knowingly executes a document that is filed in such proceeding acknowledging:</i></p> <p><i>(1) that the lawyer does not and cannot appear to serve as the lawyer for the nonrepresented party;</i></p> <p><i>(2) that the lawyer represents only the client and will use the lawyer best efforts to protect the client's best interests;</i></p> <p><i>(3) that that nonrepresented party has the right to employ counsel of the party's own choosing and has been advised that it may be in the party's best interest to do so; and</i></p> <p><i>(4) that having been advised of the foregoing, the nonrepresented party has requested the lawyer to prepare an answer and waiver under which the cause may be submitted without notice and as may be appropriate.</i></p> <p>(l) is equivalent to MR (j) but elaborates and changes wording:</p> <p><i>(1) A lawyer shall not engage in sexual conduct with a client or representative of a client that exploits or adversely affects the interests of the client or the lawyer-client relationship, including, but not limited to:</i></p> <p><i>(1) requiring or demanding sexual relations with a client or a representative of a client incident to or as a condition of legal representation;</i></p> <p><i>(2) continuing to represent a client if the lawyer's sexual relations with the client or the representative of the client cause the lawyer to render incompetent representation.</i></p> <p>Adds new (m):</p> <p><i>(m) Except for a spousal relationship or a sexual relationship that</i></p>
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	<p><i>existed at the commencement of the lawyer-client relationship, sexual relations between the lawyer and the client shall be presumed to be exploitive. This presumption is rebuttable.</i></p> <p>(n) is equivalent to MR (k) but references different paragraphs, including:  “paragraphs (a) through (h) and in paragraphs (j) and (k).”</p>
<p><a href="#">AK</a>  Effective  4/15/09</p>	<p>(a)(2) is equivalent to MR but changes language to:  <i>(2) the lawyer advises the client in writing to seek independent legal advice on the transaction and gives the client a reasonable opportunity to do so; and;</i></p> <p>(b) Replaces “information...client” with “a confidence or secret of a client;”  Adds “in a writing signed by the client” after “informed consent;”</p> <p>(c) Adds “or domestic” before “relationship;”</p> <p>(d) Replaces language after “substantial part on” with “a client’s confidences and secrets;”</p> <p>(f)(3) Replaces “representation of a client” with “a client’s confidences or secrets are;”</p> <p>(h)(1) Deletes language after “malpractice;”</p> <p>(h)(2) Deletes language after “legal counsel;”</p> <p>(j) Adds to end: “and the sexual relationship does not create a conflict under  Rule 1.7(a)(2). For purposes of this rule, when the client is an organization, “client” means a constituent of the organization who supervises, directs, or regularly consults with that lawyer concerning the organization's legal matters. See Rule 1.13(h) for the definition of “constituent;””</p> <p>(k) Deletes “(a) through (i)” and adds “except (j).”</p>
<p><a href="#">AZ</a>  Effective  12/1/03</p>	<p>Adds (h)(2): make an agreement prospectively limiting the client’s right to report the lawyer to appropriate professional authorities; or</p> <p>(h)(3): “settle such allegations, claims, or potential claims” instead of “settle a claim or potential claim for such liability”</p> <p>retained as (l) old MR (i), which was deleted by E2k and is now covered in 1.7: A lawyer related to another lawyer as parent, child, sibling, spouse or cohabitant shall not represent a client in a representation directly adverse to a person who the lawyer knows is represented by the other lawyer except upon consent by the client after consultation regarding the relationship.  The provision in (k) relating to imputation does not apply to paragraph (l).</p>
<p><a href="#">AR</a>  Effective  5/1/05</p>	<p>(c), after “include,” reads: a person within the third degree of relationship to  the lawyer or the client. The following persons are relatives with the third degree of relationship: great-grandparent, grandparent, parent, uncle, aunt, brother, sister, child, grand child, great-grand child, nephew or niece.</p> <p>(h)(1), after “unless the client is,” reads: represented by independent legal</p>

As of October 21, 2010

	<p>counsel.</p> <p>adds (l): A lawyer related to another lawyer as parent, child, sibling or spouse shall not represent a client in a representation directly adverse to a person whom the lawyer knows is represented by the other lawyer except upon informed consent by the client, confirmed in writing.</p>
<p><a href="#">CA</a> Current Rule</p>	<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>
<p><a href="#">CO</a> Effective 1/1/08</p>	<p>(k) Changes "(a) through (i)" to "(b) through (i)."</p>
<p><a href="#">CT</a> Effective 1/1/07</p>	<p>Title: has former MR</p> <p>(a): adds "including investment services" after "transaction" and "or former client" after both instances of "client"</p> <p>(a)(1): adds "or former client" after both instances of "client" and "to the client or former client" after "writing"</p> <p>(a)(2): adds "or former client" after "client," replaces "of the desirability" with "that the client of former client should consider the desirability"</p> <p>(a)(3): adds "or former client" after first two instances of "client"</p> <p>Adds (a)(4) With regard to a business transaction, the lawyer advises the client or former client in writing either (A) that the lawyer will provide legal services to the client or former client concerning the transaction, or (B) that the lawyer will not provide legal services to the client or former client and that the lawyer is involved as a business person only and not as a lawyer representing the client or former client and that the lawyer is not one to whom the client or former client can turn for legal advice concerning the transaction; and</p> <p>Adds (a)(5) With regard to the providing of investment services, the lawyer advises the client or former client in writing (A) whether such services are covered by legal liability insurance or other insurance, and either (B) that the lawyer will provide legal services to the client or former client concerning the transaction, or (C) that the lawyer will not provide legal services to the client or former client and that the lawyer is involved as a business person only and not as a lawyer representing the client or former client and that the lawyer is not one to whom the client or former client can turn to for legal services concerning the transaction. Investment services shall only apply where the lawyer has either a direct or indirect control over the invested funds and a direct or indirect interest in the underlying investment.</p> <p>Adds For purposes of subsection (a)(1) through (a)(5), the phrase "former client" shall mean a client for whom the two-year period starting from the conclusion of representation has not expired.</p> <p>(e)(1): replaces "advance" with "pay" and adds "on behalf of the client" after "litigation"</p> <p>(f)(1): adds to end "subject to revocation by the client, such informed consent shall be implied where the lawyer is retained to represent a client</p>

	<p>by a third party obligated under the terms of a contract to provide the client with a defense”</p> <p>(g): adds to end “Subject to revocation by the client and to the terms of the contract, such informed consent shall be implied and need not be in writing where the lawyer is retained to represent a client by a third party obligated under the terms of a contract to provide the client with a defense and indemnity for the loss and the third party elects to settle a matter without contribution by the client.”</p>
<p><a href="#">DE</a> Effective 7/1/03</p>	<p>Same as MR</p>
<p><a href="#">District of Columbia</a> Effective 2/1/07</p>	<p>Title: deletes “Current Clients”</p> <p>(a)(1) – (3): same as former MR</p> <p>Does not have MR (b)</p> <p>(b): first sentence, same as former MR (c) but deletes “as parent, child, sibling, or spouse;” second sentence, same as MR (c)</p> <p>(c): same as MR (d)</p> <p>(d) While representing a client in connection with contemplated or pending litigation or administrative proceedings, a lawyer shall not advance or guarantee financial assistance to the client, except that a lawyer may pay or otherwise provide:</p> <p>(1) The expenses of litigation or administrative proceedings, including court costs, expenses of investigation, expenses or medical examination, costs of obtaining and presenting evidence; and</p> <p>(2) Other financial assistance which is reasonably necessary to permit the client to institute or maintain the litigation or administrative proceedings.</p> <p>(e): same as MR (f)</p> <p>(e)(1): same as MR (f)(1) but adds “after consultation” to end</p> <p>(e)(2) and (3): same as MR (f)(2) and (3)</p> <p>(f): same as former MR (g) but replaces “claims of” with “claims for,” replaces “consents after consultation” with “gives informed consent in a writing signed by the client after consultation”</p> <p>(g): same as MR (h)</p> <p>(g)(1): same as MR (h)(1) but ends paragraph after “malpractice”</p> <p>(g)(2): same as MR (h)(2) but replaces “such liability” with “malpractice arising out of the lawyer’s past conduct” and “and is given a reasonable opportunity to seek the advice of independent legal counsel” with “the advice of independent legal counsel and is given a reasonable opportunity to do so”</p> <p>(h): same as former MR (i) but adds “informed” before “consent”</p> <p>(i) A lawyer may acquire and enforce a lien granted by law to secure the lawyer’s fees or expenses, but a lawyer shall not impose a lien upon any part of a client’s files, except upon the lawyer’s own work product, and then only to the extent that the work product has not been paid for. This work product exception shall not apply when the client has become unable to pay,</p>

	<p>or when withholding the lawyer’s work product would present a significant risk to the client of irreparable harm.          Does not have MR (j)          (j): same as MR (k) but cross-references paragraphs “(a) through (g) and (i)”</p>
<p><a href="#">FL</a>          Effective          5/22/06</p>	<p>Title: Conflict of Interest: Prohibited and Other Transactions          (a): adds to beginning “Business Transactions With or Acquiring Interest Adverse to Client.”          Adds “except a lien granted by law to secure a lawyer's fee or expenses “ before “unless”          (a)(1): adds “to the client” after “in writing”          (b): adds to beginning “Using Information to Disadvantage of Client.”          (c): adds to beginning “Gifts to Lawyer or Lawyer's Family.”          Deletes “or individual” from second sentence          (d): adds to beginning “Acquiring Literary or Media Rights.”          (e): adds to beginning “Financial Assistance to Client.”          (f): adds to beginning “Compensation by Third Party.”          (g): adds to beginning “Settlement of Claims for Multiple Clients.”          (h): same as former MR but adds to beginning “Limiting Liability for Malpractice.”          Ends first sentence after “making the agreement” and adds “A lawyer shall not” before “settle a claim”          (i): adds to beginning “Acquiring Proprietary Interest in Cause of Action.”          (i)(1): replaces “authorized” with “granted”          (i)(2): deletes “in a civil case”          Does not have MR (j)          Adds: (j) Representation of Insureds. When a lawyer undertakes the defense of an insured other than a governmental entity, at the expense of an insurance company, in regard to an action or claim for personal injury or for property damages, or for death or loss of services resulting from personal injuries based upon tortious conduct, including product liability claims, the Statement of Insured Client’s Rights shall be provided to the insured at the commencement of the representation. The lawyer shall sign the statement certifying the date on which the statement was provided to the insured. The lawyer shall keep a copy of the signed statement in the client’s file and shall retain a copy of the signed statement for 6 years after the representation is completed. The statement shall be available for inspection at reasonable times by the insured, or by the appropriate disciplinary agency. Nothing in the Statement of Insured Client’s Rights shall be deemed to augment or detract from any substantive or ethical duty of a lawyer or affect the extradisciplinary consequences of violating an existing substantive legal or ethical duty; nor shall any matter set forth in the Statement of Insured Client’s Rights give rise to an independent cause of action or create any presumption that an existing legal or ethical duty has been breached.  <b>STATEMENT OF INSURED CLIENT’S RIGHTS</b></p>

	<p>An insurance company has selected a lawyer to defend a lawsuit or claim against you. This Statement of Insured Client's Rights is being given to you to assure that you are aware of your rights regarding your legal representation. This disclosure statement highlights many, but not all, of your rights when your legal representation is being provided by the insurance company.</p> <p>1. <i>Your Lawyer.</i> If you have questions concerning the selection of the lawyer by the insurance company, you should discuss the matter with the insurance company and the lawyer. As a client, you have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours and give you this information in writing, if you request it. Your lawyer is responsible for keeping you reasonably informed regarding the case and promptly complying with your reasonable requests for information. You are entitled to be informed of the final disposition of your case within a reasonable time.</p> <p>2. <i>Fees and Costs.</i> Usually the insurance company pays all of the fees and costs of defending the claim. If you are responsible for directly paying the lawyer for any fees or costs, your lawyer must promptly inform you of that.</p> <p>3. <i>Directing the Lawyer.</i> If your policy, like most insurance policies, provides for the insurance company to control the defense of the lawsuit, the lawyer will be taking instructions from the insurance company. Under such policies, the lawyer cannot act solely on your instructions, and at the same time, cannot act contrary to your interests. Your preferences should be communicated to the lawyer.</p> <p>4. <i>Litigation Guidelines.</i> Many insurance companies establish guidelines governing how lawyers are to proceed in defending a claim. Sometimes those guidelines affect the range of actions the lawyer can take and may require authorization of the insurance company before certain actions are undertaken. You are entitled to know the guidelines affecting the extent and level of legal services being provided to you. Upon request, the lawyer or the insurance company should either explain the guidelines to you or provide you with a copy. If the lawyer is denied authorization to provide a service or undertake an action the lawyer believes necessary to your defense, you are entitled to be informed that the insurance company has declined authorization for the service or action.</p> <p>5. <i>Confidentiality.</i> Lawyers have a general duty to keep secret the confidential information a client provides, subject to limited exceptions. However, the lawyer chosen to represent you also may have a duty to share with the insurance company information relating to the defense or settlement of the claim. If the lawyer learns of information indicating that the insurance company is not obligated under the policy to cover the claim or provide a defense, the lawyer's duty is to maintain that information in confidence. If the lawyer cannot do so, the lawyer may be required to withdraw from the representation without disclosing to the insurance</p>
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company the nature of the conflict of interest which has arisen. Whenever a waiver of the lawyer-client confidentiality privilege is needed, your lawyer has a duty to consult with you and obtain your informed consent. Some insurance companies retain auditing companies to review the billings and files of the lawyers they hire to represent policyholders. If the lawyer believes a bill review or other action releases information in a manner that is contrary to your interests, the lawyer should advise you regarding the matter.

6. *Conflicts of Interest.* Most insurance policies state that the insurance company will provide a lawyer to represent your interests as well as those of the insurance company. The lawyer is responsible for identifying conflicts of interest and advising you of them. If at any time you believe the lawyer provided by the insurance company cannot fairly represent you because of conflicts of interest between you and the company (such as whether there is insurance coverage for the claim against you), you should discuss this with the lawyer and explain why you believe there is a conflict. If an actual conflict of interest arises that cannot be resolved, the insurance company may be required to provide you with another lawyer.

7. *Settlement.* Many policies state that the insurance company alone may make a final decision regarding settlement of a claim, but under some policies your agreement is required. If you want to object to or encourage a settlement within policy limits, you should discuss your concerns with your lawyer to learn your rights and possible consequences. No settlement of the case requiring you to pay money in excess of your policy limits can be reached without your agreement, following full disclosure.

8. *Your Risk.* If you lose the case, there might be a judgment entered against you for more than the amount of your insurance, and you might have to pay it. Your lawyer has a duty to advise you about this risk and other reasonably foreseeable adverse results.

9. *Hiring Your Own Lawyer.* The lawyer provided by the insurance company is representing you only to defend the lawsuit. If you desire to pursue a claim against the other side, or desire legal services not directly related to the defense of the lawsuit against you, you will need to make your own arrangements with this or another lawyer. You also may hire another lawyer, at your own expense, to monitor the defense being provided by the insurance company. If there is a reasonable risk that the claim made against you exceeds the amount of coverage under your policy, you should consider consulting another lawyer.

10. *Reporting Violations.* If at any time you believe that your lawyer has acted in violation of your rights, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar call (850) 561-5839 or you may access the Bar at [www.FlaBar.org](http://www.FlaBar.org).

IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS,  
PLEASE ASK FOR AN EXPLANATION.

CERTIFICATE

	<p>The undersigned hereby certifies that this Statement of Insured Client’s Rights has been provided to..... (name of insured/client(s))..... by ..... (mail/hand delivery)..... at .....(address of insured/client(s) to which mailed or delivered, on ..... (date).....</p> <p>_____</p> <p>[Signature of Attorney]</p> <p>_____</p> <p>[Print/Type Name]</p> <p>Florida Bar No.:_____</p>
<p><u>GA*</u> Effective 1/1/01</p>	<p><i>*Has not amended Rule since the most recent amendments to the ABA Model Rules</i></p> <p>Changes title to: Conflict of Interest: Prohibited Transactions;</p> <p>(a) Changes “neither” to “not” and “nor” to “or;” adds clause after “with a client:” “if the client expects the lawyer to exercise the lawyer’s professional judgment therein for the protection of the client;”</p> <p>Replaces MR(a)(2) and (3) with:</p> <p style="padding-left: 40px;"><i>(2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and</i></p> <p style="padding-left: 40px;"><i>(3) the client consents in writing thereto.</i></p> <p>(b) Deletes clause, “relating to...a client” and adds instead: “gained in the professional relationship with a client;” replaces language after “client” with “consents after consultation, except as allowed in Rule 1.6;”</p> <p>(c) Replaces language after “shall not” with “prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee;”</p> <p>(e)(2) Replaces “indigent client” with “client unable to pay court costs;”</p> <p>(f)(1) Replaces “gives informed consent” with “consents after consultation;”</p> <p>(g) In first sentence replaces language between “unless each client” and “consultation” with: “consents after consultation, including disclosure of the existence and nature of all claims or pleas involved and of the participation of each person in the settlement;” Changes “The lawyer’s disclosure shall include” to “including” and attaches to first sentence;</p> <p>(h) Combines (h) with subparagraphs; deletes “or potential claim;” replaces language after “former client” with “without first advising that person in writing that independent representation is appropriate in connection therewith;”</p> <p>Adds:</p> <p style="padding-left: 40px;"><i>(i) A lawyer related to another lawyer as parent, child, sibling or spouse shall not represent a client in a representation directly adverse to a person whom the lawyer has actual knowledge is represented by the other lawyer except upon consent by the client after consultation regarding the relationship. The disqualification stated in this paragraph is personal and is not imputed to members</i></p>

	<p><i>of firms with whom the lawyers are associated;</i></p> <p>(j) is similar to MR (i);</p> <p>(j)(1) Changes “authorized by” to “granted by;” adds to end: “as long as the exercise of the lien is not prejudicial to the client with respect to the subject of the representation; and;”</p> <p>(j)(2) Adds to end: “except as prohibited by Rule 1.5: Fees;”</p> <p>Does not adopt MR (j) or (k);</p> <p>Adds to end:</p> <p><i>The maximum penalty for a violation of Rule 1.8(b) is disbarment. The maximum penalty for a violation of Rule 1.8(a) and 1.8(c)-(j) is a public reprimand.</i></p>
<p><a href="#">HI*</a> Effective 1/1/94</p>	<p><i>*Has not amended Rule since the most recent amendments to the ABA Model Rules</i></p> <p><b>Rule 1.8. CONFLICT OF INTEREST: PROHIBITED TRANSACTIONS;</b></p> <p>Has “gives informed consent” instead of “consents after consultation” throughout;</p> <p>(a) Replaces MR(2) and (3) with:</p> <p><i>(2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and</i></p> <p><i>(3) the client consents in writing thereto.</i></p> <p>(b) Changes “these Rules” to “Rule 1.6, Rule 3.3, or Rule 4.1;”</p> <p>(c) Replaces language with:</p> <p><i>(c) A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.</i></p> <p>(g) Deletes “in a writing signed by the client;” changes wording of second sentence and adds to first sentence: “including disclosure of the existence and nature of all the claims or pleas involved and of the participation of each person in the settlement;”</p> <p>(h) Replaces language after “malpractice” with: “and shall not settle a claim for such liability with an unrepresented client or former client without first advising that person in writing that independent representation is appropriate in connection therewith;”</p> <p>Adds:</p> <p><i>(i) A lawyer related to another lawyer as parent, child, sibling or spouse shall not represent a client in a representation directly adverse to a person who the lawyer knows is represented by the other lawyer except upon consent by the client after consultation regarding the relationship.</i></p> <p>(j) is the same as MR (i);</p> <p>Does not have MR (j) or (k).</p>
<p><a href="#">ID</a> Effective 7/1/04</p>	<p>(c): “A lawyer shall not solicit any substantial gift from a client, including testamentary gift, or prepare on behalf of a client an instrument, giving the lawyer or a person with whom the lawyer has a familial, domestic or close</p>

	relationship any substantial gift ...”
<a href="#">IL</a> Effective 1/1/2010	(a)(2) Changes “advised” to “informed;” Changes “writing of...seek” to “writing that the client may seek;” Adds at the end of the paragraph, “is given a reasonable opportunity to do so; and.”
<a href="#">IN</a> Effective 1/1/05	(k): adds reference to (l) adds as (l): A part-time prosecutor or deputy prosecutor authorized by statute to otherwise engage in the practice of law shall refrain from representing a private client in any matter wherein exists an issue upon which said prosecutor has statutory prosecutorial authority or responsibilities. This restriction is not intended to prohibit representation in tort cases in which investigation and any prosecution of infractions has terminated, nor to prohibit representation in family law matters involving no issue subject to prosecutorial authority or responsibilities. Upon a prior, express written limitation of responsibility to exclude prosecutorial authority in matters related to family law, a part-time deputy prosecutor may fully represent private clients in cases involving family law.
<a href="#">IN</a> Effective 7/1/05	(h)(1): deletes “unless the client is independently represented in making the agreements,; (j): words the provision differently from the MR: A lawyer shall not have sexual relations with a client, or a representative of a client, unless the person is the spouse of the lawyer or the sexual relationship predates the initiation of the client-lawyer relationship. Even in these provisionally exempt relationships, the lawyer should strictly scrutinize the lawyer’s behavior for any conflicts of interest to determine if any harm may result to the client or to the representation. If there is any reasonable possibility that the legal representation of the client may be impaired, or the client harmed by the continuation of the sexual relationship, the lawyer should immediately withdraw from the legal representation. adds as (l): “A lawyer related to another lawyer shall not represent a client whose interests are directly adverse to a person whom the lawyer knows is represented by the related lawyer except upon the client’s informed consent, confirmed in a writing signed by the client. Even if the clients’ interests do not appear to be directly adverse, the lawyer should not undertake the representation of a client if there is a significant risk that the related lawyer’s involvement will interfere with the lawyer’s loyalty and exercise of independent judgment, or will create a significant risk that client confidences will be revealed. For purposes of this paragraph, “related lawyer” includes a parent, child, sibling, spouse, cohabiting partner, or lawyer related in any other familial or romantic capacity.”
<a href="#">IA</a> Effective 7/1/05	(h)(1): deletes “unless the client is independently represented in making the agreements,; (j): words the provision differently from the MR: A lawyer shall not have sexual relations with a client, or a representative of a client, unless the person is the spouse of the lawyer or the sexual relationship predates the initiation of the client-lawyer relationship. Even in these provisionally exempt relationships, the lawyer should strictly scrutinize the lawyer’s

	<p>behavior for any conflicts of interest to determine if any harm may result to the client or to the representation. If there is any reasonable possibility that the legal representation of the client may be impaired, or the client harmed by the continuation of the sexual relationship, the lawyer should immediately withdraw from the legal representation.</p> <p>adds as (l): "A lawyer related to another lawyer shall not represent a client whose interests are directly adverse to a person whom the lawyer knows is represented by the related lawyer except upon the client's informed consent, confirmed in a writing signed by the client. Even if the clients' interests do not appear to be directly adverse, the lawyer should not undertake the representation of a client if there is a significant risk that the related lawyer's involvement will interfere with the lawyer's loyalty and exercise of independent judgment, or will create a significant risk that client confidences will be revealed. For purposes of this paragraph, "related lawyer" includes a parent, child, sibling, spouse, cohabiting partner, or lawyer related in any other familial or romantic capacity."</p>
<p><a href="#">KS</a> Effective 7/1/07</p>	<p>Same as MR</p>
<p><a href="#">KY</a> Effective 7/15/09</p>	<p>Same as MR</p>
<p><a href="#">LA</a> Effective 3/1/04</p>	<p>(c) does not add at the end of (c): "or other relative or individual with whom the lawyer or client maintains a close, familial relationship."</p> <p>(e): A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except as follows.</p> <p>(1) A lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter, provided that the expenses were reasonably incurred. Court costs and expenses of litigation include, but are not necessarily limited to, filing fees; deposition costs; expert witness fees; transcript costs; witness fees; copy costs; photographic, electronic, or digital evidence production; investigation fees; related travel expenses; litigation related medical expenses; and any other case specific expenses directly related to the representation undertaken, including those set out in Rule 1.8(e)(3).</p> <p>(2) A lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.</p> <p>(3) Overhead costs of a lawyer's practice which are those not incurred by the lawyer solely for the purposes of a particular representation, shall not be passed on to a client. Overhead costs include, but are not necessarily limited to, office rent, utility costs, charges for local telephone service, office supplies, fixed asset expenses, and ordinary secretarial and staff services.</p> <p>With the informed consent of the client, the lawyer may charge as recoverable costs such items as computer legal research charges, long</p>

	<p>distance telephone expenses, postage charges, copying charges, mileage and outside courier service charges, incurred solely for the purposes of the representation undertaken for that client, provided they are charged at the lawyer's actual, invoiced costs for these expenses.</p> <p>With client consent and where the lawyer's fee is based upon an hourly rate, a reasonable charge for paralegal services may be chargeable to the client.</p> <p>In all other instances, paralegal services shall be considered an overhead cost of the lawyer.</p> <p>(4) In addition to costs of court and expenses of litigation, a lawyer may provide financial assistance to a client who is in necessitous circumstances, subject however to the following restrictions.</p> <p>(i) Upon reasonable inquiry, the lawyer must determine that the client's necessitous circumstances, without minimal financial assistance, would adversely affect the client's ability to initiate and/or maintain the cause for which the lawyer's services were engaged.</p> <p>(ii) The advance or loan guarantee, or the offer thereof, shall not be used as an inducement by the lawyer, or anyone acting on the lawyer's behalf, to secure employment.</p> <p>(iii) Neither the lawyer nor anyone acting on the lawyer's behalf may offer to make advances or loan guarantees prior to being hired by a client, and the lawyer shall not publicize nor advertise a willingness to make advances or loan guarantees to clients.</p> <p>(iv) Financial assistance under this rule may provide but shall not exceed that minimum sum necessary to meet the client's, the client's spouse's, and/or dependents' documented obligations for food, shelter, utilities, insurance, non-litigation related medical care and treatment, transportation expenses, education, or other documented expenses necessary for subsistence.</p> <p>(5) Any financial assistance provided by a lawyer to a client, whether for court costs, expenses of litigation, or for necessitous circumstances, shall be subject to the following additional restrictions.</p> <p>(i) Any financial assistance provided directly from the funds of the lawyer to a client shall not bear interest, fees or charges of any nature.</p> <p>(ii) Financial assistance provided by a lawyer to a client may be made using a lawyer's line of credit or loans obtained from financial institutions in which the lawyer has no ownership, control and/or security interest; provided, however, that this prohibition shall not apply to publicly traded financial institutions where the lawyer's ownership, control and/or security interest is less than 15%. Where the lawyer uses such loans to provide financial assistance to a client, the lawyer should make reasonable, good faith efforts to procure a favorable interest rate for the client.</p> <p>(iii) Where the lawyer uses a line of credit or loans obtained from financial institutions to provide financial assistance to a client, the lawyer shall not pass on to the client interest charges, including any fees or other charges</p>
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	<p>attendant to such loans, in an amount exceeding the actual charge by the third party lender, or ten percentage points above the bank prime loan rate of interest as reported by the Federal Reserve Board on January 15th of each year in which the loan is outstanding, whichever is less.</p> <p>(iv) A lawyer providing a guarantee or security on a loan made in favor of a client may do so only to the extent that the interest charges, including any fees or other charges attendant to such a loan, do not exceed ten percentage points (10%) above the bank prime loan rate of interest as reported by the Federal Reserve Board on January 15th of each year in which the loan is outstanding. Interest together with other charges attendant to such loans which exceeds this maximum may not be the subject of the lawyer's guarantee or security.</p> <p>(v) The lawyer shall procure the client's written consent to the terms and conditions under which such financial assistance is made. Nothing in this rule shall require client consent in those matters in which a court has certified a class under applicable state or federal law; provided, however, that the court must have accepted and exercised responsibility for making the determination that interest and fees are owed, and that the amount of interest and fees chargeable to the client is fair and reasonable considering the facts and circumstances presented.</p> <p>(vi) In every instance where the client has been provided financial assistance by the lawyer, the full text of this rule shall be provided to the client at the time of execution of any settlement documents, approval of any disbursement sheet as provided for in Rule 1.5, or upon submission of a bill for the lawyer's services.</p> <p>(vii) For purposes of Rule 1.8(e), the term "financial institution" shall include a federally insured financial institution and any of its affiliates, bank, savings and loan, credit union, savings bank, loan or finance company, thrift, and any other business or person that, for a commercial purpose, loans or advances money to attorneys and/or the clients of attorneys for court costs, litigation expenses, or for necessitous circumstances.</p> <p>(f)(1), adds at the end: ".. or the compensation is provided by contract with a third person such as an insurance contract or a prepaid legal service plan."</p> <p>(g): adds at the end of the first sentence: or a court approves a settlement in a certified class action.</p> <p>(j): does not propose adding the new rule on sex with clients.</p>
<p><a href="#">ME</a> Effective 8/1/09</p>	<p>Same as MR</p>
<p><a href="#">MD</a> Effective 7/1/05</p>	<p>(a): deletes "or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client"</p> <p>(g): adds at the end of the 1<sup>st</sup> sentence: "or confirmed in writing on the record before a tribunal."</p> <p>(i)(2): adds at the beginning: "subject to Rule 1.5, "</p>

	<p>does not include MR (j) (j) is MR (k)</p>
<p><a href="#">MA</a> Rules effective 9/1/08</p>	<p>Changes title to “Conflict of Interest: Prohibited Transaction;” (a)(1) Adds “in writing” after “to the client;” (a)(2) and (3) are equivalent to MR but with different language: <i>(2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and</i> <i>(3) the client consents in writing thereto.</i> (b) Adds “confidential” before “information;” adds before “unless,” “or for the lawyer’s advantage or the advantage of a third person;” replaces “gives informed consent” with “consents after consultation;” replaces language after “except” with: “as Rule 1.6 or Rule 3.3 would permit or require;” Replaces MR (c) with: <i>(c) A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.</i> (f)(1) is equivalent to MR but changes language: <i>(f)(1) the client consents after consultation;</i> (g) Replaces language after “unless each client” with “consents after consultation, including disclosure of the existence and nature of all the claims or pleas involved and of the participation of each person in the settlement;” Replaces MR (h) with: <i>(h) A lawyer shall not make an agreement prospectively limiting the lawyer’s liability to a client for malpractice unless permitted by law and the client is independently represented in making the agreement, or settle a claim for such liability with an unrepresented client or former client without first advising that person in writing that independent representation is appropriate in connection therewith.</i> Adds: <i>(i) A lawyer related to another lawyer as parent, child, sibling, or spouse shall not represent a client in a representation directly adverse to a person whom the lawyer knows is represented by the other lawyer except upon consent by the client after consultation regarding the relationship.</i> (j) is the same as MR (i); Does not adopt MR (j) or (k).</p>
<p><a href="#">MI*</a> Rules effective 10/1/88</p>	<p><i>*Has not amended Rule since the most recent amendments to the ABA Model Rules</i>  Changes title to: <b>Rule 1.8 Conflict of Interest: Prohibited Transactions.</b> Replaces “gives informed consent” with “consents after consultation” throughout; (a) Replaces (2) and (3) with:</p>

<p>New Proposed 11/24/09</p>	<p>(2) <i>the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and</i>  (3) <i>the client consents in writing thereto.</i></p> <p>(b) Replaces “these Rules” with “Rule 1.6 or Rule 3.3;”</p> <p>(c) Replaces language with:  <i>(c) A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.</i></p> <p>(e)(1) Replaces language after “repayment of which” with “shall ultimately be the responsibility of the client; and;”</p> <p>(g) Changes language of second sentence to “including disclosure of the existence and nature of all the claims or pleas involved and of the participation of each person in the settlement” and adds to end of first sentence;</p> <p>(h)(2) Deletes “or potential claim;” replaces language after “former client” with: “without first advising that person in writing that independent representation is appropriate in connection therewith;  Adds:  <i>(i) A lawyer related to another lawyer as parent, child, sibling, or spouse shall not represent a client in a representation directly adverse to a person whom the lawyer knows is represented by the other lawyer except upon consent by the client after consultation regarding the relationship.</i></p> <p>(j)(2) Adds to end: “as permitted by Rule 1.5 and MCR 8.121;”  Does not have MR (j) or (k).</p> <p><a href="http://courts.michigan.gov/supremecourt/Resources/Administrative/2009-06.pdf">http://courts.michigan.gov/supremecourt/Resources/Administrative/2009-06.pdf</a></p>
<p><u>MN</u> Effective 10/1/05</p>	<p>(a)(3): replaces “in a writing signed by the client” with “in a document signed by the client separate from the transaction documents,”  replaces (c) with: A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.</p> <p>(e): adds as (3): a lawyer may guarantee a loan reasonably needed to enable the client to withstand delay in litigation that would otherwise put substantial pressure on the client to settle a case because of financial hardship rather than on the merits, provided the client remains ultimately liable for repayment of the loan without regard to the outcome of the litigation and, further provided, that no promise of such financial assistance was made to the client by the lawyer, or by another in the lawyer’s behalf, prior to the employment of that lawyer by that client.</p> <p>(f): adds at the end of (1): or the acceptance of compensation from another is impliedly authorized by the nature of the representation;</p> <p>(g): deletes references to criminal matters or pleas.</p>

	<p>(j): adds at the end: For purposes of this paragraph:</p> <p>(1) “sexual relations” means sexual intercourse or any other intentional touching of the intimate parts of a person or causing the person to touch the intimate parts of the lawyer;</p> <p>(2) if the client is an organization, any individual who oversees the representation and gives instructions to the lawyer on behalf of the organization shall be deemed to be the client; in-house attorneys while representing governmental or corporate entities are governed by Rule 1.7 rather than by this rule with respect to sexual relations with other employees of the entity they represent;</p> <p>(3) this paragraph does not prohibit a lawyer from engaging in sexual relations with a client of the lawyer’s firm provided that the lawyer has no involvement in the performance of the legal work for the client;</p> <p>(4) if a party other than the client alleges violation of this paragraph, and the complaint is not summarily dismissed, the Director of the Office of Lawyers Professional Responsibility, in determining whether to investigate the allegation and whether to charge any violation based on the allegations, shall consider the client’s statement regarding whether the client would be unduly burdened by the investigation or charge.</p>
<p><a href="#">MS</a> Effective 11/3/05</p>	<p>Title: retains former MR</p> <p>(a): deletes “other”</p> <p>(a)(1) – (3): retains former MR</p> <p>(b) A lawyer shall not use information relating to representation of a client</p> <p>(1) to the disadvantage of the client, or</p> <p>(2) to the advantage of himself or a third person, unless the client consents after consultation.</p> <p>(c): retains former MR</p> <p>(e): adds “or administrative proceedings” after “litigation”</p> <p>(e)(1): adds “including but not limited to reasonable medical expenses necessary to the preparation of the litigation for hearing or trial” after “litigation”</p> <p>(e)(2): A lawyer representing a client may, in addition to the above, advance the following costs and expenses on behalf of the client, which shall be repaid upon successful conclusion of the matter.</p> <p>a. Reasonable and necessary medical expenses associated with treatment for the injury giving rise to the litigation or administrative proceeding for which the client seeks legal representation; and</p> <p>b. Reasonable and necessary living expenses incurred.</p> <p>The expenses enumerated in paragraph 2 above can only be advanced to a client under dire and necessitous circumstances, and shall be limited to minimal living expenses of minor sums such as those necessary to prevent foreclosure or repossession or for necessary medical treatment. There can be no payment of expenses under paragraph 2 until the expiration of 60 days after the client has signed a contract of employment with counsel.</p>

	<p>Such payments under paragraph 2 cannot include a promise of future payments, and counsel cannot promise any such payments in any type of communication to the public, and such funds may only be advanced after due diligence and inquiry into the circumstances of the client.</p> <p>Payments under paragraph 2 shall be limited to \$1,500 to any one party by any lawyer or group or succession of lawyers during the continuation of any litigation unless, upon ex parte application, such further payment has been approved by the Standing Committee on Ethics of the Mississippi Bar. An attorney contemplating such payment must exercise due diligence to determine whether such party has received any such payments from another attorney during the continuation of the same litigation, and, if so, the total of such payments, without approval of the Standing Committee on Ethics shall not in the aggregate exceed \$1,500. Upon denial of such application, the decision thereon shall be subject to review by the Mississippi Supreme Court on petition of the attorney seeking leave to make further payments. Payments under paragraph 2 aggregating \$1,500 or less shall be reported by the lawyer making the payment to the Standing Committee on Ethics within seven (7) days following the making of each such payment. Applications for approval by the Standing Committee on Ethics as required hereunder and notices to the Standing Committee on Ethics of payments aggregating \$1,500 or less, shall be confidential.</p> <p>(f)(1): retains former MR  (g) – (i): retains former MR  (j): same as MR (i)  (j)(1): retains former MR  (j)(2): same as MR (i)(2)  Did not adopt MR (j) and (k)</p>
<p><u>MO</u> Effective 7/1/07</p>	<p>(e)(1) Adds “including medical evaluation of a client” after “expenses of litigation.”</p>
<p><u>MT</u> Effective 4/1/04</p>	<p>includes as (a)(2): (2) in matters in which a lawyer wishes to assert a retaining lien against client property, papers or materials in the lawyer's possession to secure payment for the lawyer's services and costs advanced relating to such property, papers or materials, a written agreement for such a</p> <p>lien shall expressly set forth the limitations contained in paragraph (i)(3);  (c): ends at “or other relative”</p> <p>includes as (e)(3): (3) a lawyer may, for the sole purpose of providing basic living expenses, guarantee a loan from a regulated financial institution whose usual business involves making loans if such loan is reasonably needed to enable the client to withstand delay in litigation that would otherwise put substantial pressure on the client to settle a case because of financial hardship rather than on the merits, provided the client remains ultimately liable for repayment of the loan without regard to the outcome of</p>

	<p>the litigation and, further provided that neither the lawyer nor anyone on his/her behalf offers, promises or advertises such financial assistance before being retained by the client.</p> <p>(f)(1): adds “written” to “informed consent”</p> <p>replaces (i)(1) with: (1) may acquire and assert a charging lien only against causes of action or counterclaims in litigation pursuant to and only to the extent specified in MCA 37-61-420(2); such a charging lien does not extend to other client property, papers or materials in the lawyer's possession, to any matter not in litigation, or to any matter otherwise not covered by the specific language of MCA 37-61-420(2);</p> <p>adds as (i)(3) (3) may not acquire or assert a retaining lien to secure payment due for the lawyer's services against any client property, papers or materials other than those related to the matter for which payment has not been made and, upon termination of representation, shall deliver to the client any client property, papers or materials reasonably necessary to protect the client's interest in the matter to which the property, papers or materials relate as provided in Rule 1.16(d).</p>
<p><a href="#">NE</a> Effective 9/1/05</p>	<p>Same as MR</p>
<p><a href="#">NV</a> Effective 5/1/06</p>	<p>(j): adds to end: This paragraph does not apply when the client is an organization.</p> <p>Adds: (k) A lawyer related to another lawyer as parent, child, sibling or spouse shall not represent a client in a representation directly adverse to a person whom the lawyer knows is represented by the other lawyer except upon informed consent by the client after consultation regarding the relationship.</p> <p>Adds: (l) A lawyer shall not stand as security for costs or as surety on any appearance, appeal, or other bond or surety in any case in which the lawyer is counsel.</p> <p>(m): same as MR (k), but replaces “paragraphs (a) through (i)” with “with the exception of paragraph (j)”</p>
<p><a href="#">NH</a> Effective 1/1/08</p>	<p>Same as MR</p>
<p><a href="#">NJ</a> Effective 1/1/04</p>	<p>second half of (a)(1) is slightly different: “... and transmitted in writing to the client in a manner that can be <del>reasonably</del> understood by the client.”</p> <p>adds in (a)(2): legal counsel “of the client’s choice”</p> <p>(b): <u>Except as permitted or required by these rules</u>, a lawyer shall not use information relating to representation of a client to the disadvantage of the client unless the client <u>after full disclosure and consultation</u>, gives informed consent, <del>except as permitted or required by these Rules</del>.</p> <p>Adds (e)(3): a non-profit organization authorized under R. 1:21-1(e) may provide financial assistance to indigent clients whom it is representing without fee.</p>

	<p>(g): A lawyer who represents two or more clients shall not participate in making an aggregate settlement of the claims of or against the clients, or in a criminal case an aggregated agreement as to guilty or no contest pleas, unless each client gives informed consent <del>in a writing signed by the client.</del> <u>The lawyer's disclosure after a consultation that</u> shall include disclosure of the existence and nature of all the claims or pleas involved and of the participation of each person in the settlement.</p> <p>(h)(1), adds after the word "malpractice": "unless the client fails to act in accordance with the lawyer's advice and the lawyer nevertheless continues to represent the client at the client's request. Notwithstanding the existence of those two conditions, the lawyer shall not make such an agreement unless permitted by law and the client" is independently represented in making the agreement.</p> <p>(i): did not make the change from "granted" to "authorized"</p> <p>(j): did not add</p> <p>Adds (k): A lawyer employed by a public entity, either as a lawyer or in some other role, shall not undertake the representation of another client if the representation presents a substantial risk that the lawyer's responsibilities to the public entity would limit the lawyer's ability to provide independent advice or diligent and competent representation to either the public entity or the client.</p> <p>Adds (l): A public entity cannot consent to a representation otherwise prohibited by this Rule.</p>
<p><a href="#">NM</a> Effective 11/2/09</p>	<p>Changed to Rule 16-108;</p> <p>(a) Renamed "<b>A. Business transactions with or adverse to client;</b>"</p> <p>(b) Renamed "<b>B. Use of information limited;</b>" "Rules" becomes lowercase;</p> <p>(c) Renamed "<b>C. Client gifts;</b></p> <p>(d) Renamed "<b>D. Literary or media rights;</b>"</p> <p>(e) Renamed "<b>E. Financial assistance;</b>"</p> <p>(f) Renamed "<b>F. Compensation from third party;</b>"</p> <p>(g) Renamed "<b>G. Representation of two or more clients;</b>"</p> <p>(h) Renamed "<b>H. Prospective malpractice liability limitation;</b>"</p> <p>(i) Renamed "<b>I. Proprietary interest in cause of action;</b>"</p> <p>(j) Deleted;</p> <p>(k) Changed to subtitle, "<b>J. Lawyer association;</b>" "paragraphs (a) through (i)" becomes "Paragraphs A through I."</p>
<p><a href="#">NY</a> Effective 4/1/09</p>	<p>Title is changed to "Current Clients: Specific Conflict of Interest Rules;"</p> <p>(a) Replaces language after "client" with "if they have differing interests therein and if the client expects the lawyer to exercise professional judgment therein for the protection of the client, unless;"</p> <p>(a)(1) Changes "transaction" to "transactions;" changes "terms" to "terms of the transaction" and moves to after "reasonable to the client;"</p> <p>(c) Deletes "substantial" before "gift" throughout;</p> <p>(c)(1) is similar to part of MR (c), "solicit...gift" but adds to end, "for the benefit of the lawyer or a person related to the lawyer; or ;"</p>

	<p>(c)(2) Adds to end: “and a reasonable lawyer would conclude that the transaction is fair and reasonable”);</p> <p>(d) Replaces “representation of a client,” “all aspects of the matter giving rise to the representation or proposed representation of the client or prospective client;” deletes language after “a lawyer shall not” and adds: <i>negotiate or enter into any arrangement or understanding with:</i></p> <p style="padding-left: 40px;"><i>(1) a client or a prospective client by which the lawyer acquires an interest in literary or media rights with respect to the subject matter of the representation or proposed representation; or</i></p> <p style="padding-left: 40px;"><i>(2) any person by which the lawyer transfers or assigns any interest in literary or media rights with respect to the subject matter of the representation of a client or prospective client.</i></p> <p>(e) Changes language to:</p> <p style="padding-left: 40px;"><i>(e) While representing a client in connection with contemplated or pending litigation, a lawyer shall not advance or guarantee financial assistance to the client, except that:</i></p> <p>(e)(2) Adds “or pro bono client” after “an indigent;”</p> <p>Adds (e)(3):</p> <p style="padding-left: 40px;"><i>(3) a lawyer, in an action in which an attorney’s fee is payable in whole or in part as a percentage of the recovery in the action, may pay on the lawyer’s own account court costs and expenses of litigation. In such case, the fee paid to the lawyer from the proceeds of the action may include an amount equal to such costs and expenses incurred.</i></p> <p>(f) Adds “or anything of value related to the lawyer’s representation of the client” after “representing a client;”</p> <p>(f)(3) Replaces language before “is protected by” with “the client’s confidential information;”</p> <p>(g) Replaces “or in a criminal...nolo contendere plea” with “absent court approval;”</p> <p>(h)(1) Deletes language after “malpractice” and adds “or;”</p> <p>(i)(2) Deletes “case” and adds to end, “matter subject to Rule 1.5(d) or other law or court rule;”</p> <p>Does not adopt MR (j) or (k) but adds instead:</p> <p>(j) (1) <i>A lawyer shall not:</i></p> <p style="padding-left: 40px;"><i>(i) as a condition of entering into or continuing any professional representation by the lawyer or the lawyer’s firm, require or demand sexual relations with any person;</i></p> <p style="padding-left: 40px;"><i>(ii) employ coercion, intimidation or undue influence in entering into sexual relations incident to any professional representation by the lawyer or the lawyer’s firm; or</i></p> <p style="padding-left: 40px;"><i>(iii) in domestic relations matters, enter into sexual relations with a client during the course of the lawyer’s representation of the client.</i></p>
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	<p><i>(2) Rule 1.8(j)(1) shall not apply to sexual relations between lawyers and their spouses or to ongoing consensual sexual relationships that predate the initiation of the client-lawyer relationship.</i></p> <p><i>(k) Where a lawyer in a firm has sexual relations with a client but does not participate in the representation of that client, the lawyers in the firm shall not be subject to discipline under this Rule solely because of the occurrence of such sexual relations.</i></p>
<p><a href="#">NC</a> Effective 3/1/03</p>	<p>(i)(1): included at the end "provided the requirements of Rule 1.8(a) are satisfied."                  (i)(2): included at the end "except as prohibited by Rule 1.5."                  Did not adopt (j) on sex with clients but have Rule 1.19 on client-lawyer sexual relationships.</p>
<p><a href="#">ND</a> Effective 8/1/06</p>	<p><b>CONFLICT OF INTEREST: PROHIBITED TRANSACTIONS</b></p> <p>(a) Except for standard commercial transactions involving products or services that the client generally markets to others, a lawyer shall not enter into a business, financial, or property transaction with a client unless:</p> <p>(1) the transaction is fair and reasonable to the client; and</p> <p>(2) after consultation, including advice to seek independent counsel, the client consents to the transaction.</p> <p>(b): changes end after “unless” to “after consultation, including written advice to seek independent counsel, the client consents”</p> <p>(c), changes first sentence: “A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer any substantial gift from a client, including a testamentary gift, unless the client is related to the donee.”</p> <p>Adds: (e)(3) a lawyer may guarantee a loan reasonably needed to enable the client to withstand delay in litigation that would otherwise put substantial pressure on the client to settle a case because of financial hardship rather than on the merits, provided that the client remains ultimately liable for repayment of the loan without regard to the outcome of the litigation and, further provided that no promise of financial assistance was made to the client by the lawyer, or by another in the lawyer's behalf, prior to the employment of that lawyer by the client.</p> <p>(f)(1) and (2): same as MR (f)(2) and (3)</p> <p>(f)(3) after consultation, the client consents.</p> <p>(g) A lawyer who represents two or more clients, other than in class actions, shall not participate in making an aggregate settlement of the claims of or against the clients, or an aggregated agreement as to guilty pleas in a criminal case, unless, after consultation, including disclosure of the existence and nature of all the claims or pleas involved and of the participation of each person in the settlement, each client consents.</p> <p>(h)(2) settle a claim or potential claim for the lawyer's liability for malpractice with an unrepresented client or former client unless, after</p>

	<p>consultation, including advice to seek independent counsel, the client or former client consents.</p> <p>(i)(2): adds to end “as permitted by Rule 1.5”</p> <p>Does not have MR (k)</p> <p>Adds: (k) A part-time prosecutor or judge permitted by law to engage in the practice of law in addition to the part-time service shall not, in that practice, represent a client if the representation will or probably will require any pleading or appearance on the client's behalf:</p> <p>(1) if the lawyer is a part-time prosecutor and the client is charged or expects to be charged with a crime, in the jurisdiction in which the lawyer holds the prosecutorial appointment; and</p> <p>(2) if the lawyer is a part-time judge in:</p> <p>(i) the court in which the judge holds appointment; or</p> <p>(ii) any court from which appeals may be brought to the court in which the judge holds appointment.</p>
<p><a href="#">OH</a> Effective 2/1/07</p>	<p>(a): adds to end “all of the following apply”</p> <p>(a)(1): replaces “and transmitted” with “to the client”</p> <p>(b): moves “except as permitted or required by these rules” from end of paragraph to beginning</p> <p>(c) A lawyer shall not solicit any substantial gift from a client. A lawyer shall not prepare on behalf of a client an instrument giving the lawyer, the lawyer’s partner, associate, paralegal, law clerk, or other employee of the lawyer’s firm, a lawyer acting “of counsel” in the lawyer’s firm, or a person related to the lawyer any gift unless the lawyer or other recipient of the gift is related to the client. For purposes of division (c) of this rule:</p> <p>(1) “person related to the lawyer” includes a spouse, child, grandchild, parent, grandparent, sibling, or other relative or individual with whom the lawyer or the client maintains a close, familial relationship;</p> <p>(2) “gift” includes a testamentary gift.</p> <p>(e): adds to end “a lawyer may do either of the following”</p> <p>(f): replaces “one” with “someone” adds to end: divisions (f)(1) to (3) and, if applicable, division (f)(4) apply”</p> <p>Adds (f)(4) if the lawyer is compensated by an insurer to represent an insured, the lawyer delivers a copy of the following Statement of Insured Client’s Rights to the client in person at the first meeting or by mail within ten days after the lawyer receives notice of retention by the insurer:</p> <p><b>STATEMENT OF INSURED CLIENT’S RIGHTS</b></p> <p>An insurance company has retained a lawyer to defend a lawsuit or claim against you. This Statement of Insured Client’s Rights is being given to you to assure that you are aware of your rights regarding your legal representation.</p> <p>1. Your Lawyer: Your lawyer has been retained by the insurance company under the terms of your policy. If you have questions about the selection of the lawyer, you should discuss the matter with the insurance company or the lawyer.</p>

	<p>2. Directing the Lawyer: Your policy may provide that the insurance company can reasonably control the defense of the lawsuit. In addition, your insurance company may establish guidelines governing how lawyers are to proceed in defending you—guidelines that you are entitled to know. However, the lawyer cannot act on the insurance company’s instructions when they are contrary to your interest.</p> <p>3. Communications: Your lawyer should keep you informed about your case and respond to your reasonable requests for information.</p> <p>4. Confidentiality: Lawyers have a duty to keep secret the confidential information a client provides, subject to limited exceptions. However, the lawyer chosen to represent you also may have duty to share with the insurance company information relating to the defense or settlement of the claim. Whenever a waiver of lawyer-client confidentiality is needed, your lawyer has a duty to consult with you and obtain your informed consent.</p> <p>5. Release of Information for Audits: Some insurance companies retain auditing companies to review the billing and files of the lawyers they hire to represent policyholders. If the lawyer believes an audit, bill review, or other action initiated by the insurance company may release confidential information in a manner that may be contrary to your interest, the lawyer must advise you regarding the matter and provide an explanation of the purpose of the audit and the procedure involved. Your written consent must be given in order for an audit to be conducted. If you withhold your consent, the audit shall not be conducted.</p> <p>6. Conflicts of Interest: The lawyer is responsible for identifying conflicts of interest and advising you of them. If at any time you have a concern about a conflict of interest in your case, you should discuss your concern with the lawyer. If a conflict of interest exists that cannot be resolved, the insurance company may be required to provide you with another lawyer.</p> <p>7. Settlement: Many insurance policies state that the insurance company alone may make a decision regarding settlement of a claim. Some policies, however, require your consent. You should discuss with your lawyer your rights under the policy regarding settlement. No settlement requiring you to pay money in excess of your policy limits can be reached without your agreement.</p> <p>8. Fees and Costs: As provided in your insurance policy, the insurance company usually pays all of the fees and costs of defending the claim. If you are responsible for paying the lawyer any fees and costs, your lawyer must promptly inform you of that.</p> <p>9. Hiring your own Lawyer: The lawyer hired by the insurance company is only representing you in defending the claim brought against you. If you desire to pursue a claim against someone, you will need to hire your own lawyer. You may also wish to hire your own lawyer if there is a risk that there might be a judgment entered against you for more than the amount of your insurance. Your lawyer has a duty to inform you of this risk and other reasonably foreseeable adverse results.</p> <p>(g): adds after “unless” “the settlement or agreement is subject to court</p>
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	<p>approval or” and “or agreement” to end  (h): adds to end “do any of the following”  (h)(1): adds “or requiring arbitration of a claim against the lawyer” after “malpractice”  (h)(2) settle a claim or potential claim for such liability unless all of the following apply:  (i) the settlement is not unconscionable, inequitable, or unfair;  (ii) the client or former client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel in connection therewith;  (iii) the client or former client gives informed consent.  (i): adds to end “do either of the following”  (j): replaces “have sexual relations” with “solicit or engage in sexual activity”  (k): deletes “the foregoing”</p>
<p><u>OK</u>  Effective  1/1/08</p>	<p>Same as MR</p>
<p><u>OR</u>  Effective  12/1/06</p>	<p>(b): added that client consent must be “confirmed in writing”  (c): adds “domestic partner” to list of related persons.  (e) is worded differently and requires that client remain liable to extent of ability to pay: “While representing a client in connection with contemplated or pending litigation, a lawyer shall not advance or guarantee financial assistance to the lawyer’s client, except that a lawyer may advance  or guarantee the expenses of litigation, provided the client remains ultimately liable for such expenses to the extent of the client’s ability to pay.”  adds (h)(3) and (4): (3) enter into any agreement with a client regarding arbitration of malpractice claims without informed consent, in a writing signed by the client; or  (4) enter into an agreement with a client or former client limiting or purporting to limit the right of the client or former client to file or to pursue any complaint before the Oregon State Bar.  (j): A lawyer shall not have sexual relations with a current client of the lawyer unless a consensual sexual relationship existed between them before the client-lawyer relationship commenced; or have sexual relations with a representative of a current client of the lawyer if the sexual relations would, or would likely, damage or prejudice the client in the representation. For purposes of this rule:  (1) "sexual relations" means sexual intercourse or any touching of the sexual or other intimate parts of a person or causing such person to touch the sexual or other intimate parts of the lawyer for the purpose of arousing or gratifying the sexual desire of either party; and  (2) "lawyer" means any lawyer who assists in the representation of the client, but does not include other firm members who provide no such</p>

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	assistance.
<a href="#">PA</a> Effective 7/1/06	Same as MR
<a href="#">RI</a> Effective 4/15/07	Same as MR
<a href="#">SC</a> Effective 10/1/05	<p>MR (j): approves sex with client rule but moves it to (l) and words it differently. See below.</p> <p>MR (k): moved to (j) adds as (k): A lawyer related to another lawyer as parent, child, sibling or spouse shall not personally represent a client in a representation directly adverse to a person whom the lawyer knows is represented by the other lawyer unless the client gives informed consent.</p> <p>adds as (l): In any adversarial proceeding, a lawyer shall not serve as both an advocate and an advisor to the hearing officer, trial judge or trier of fact. A lawyer serving as an advocate in a particular matter shall not directly or indirectly engage in an ex parte communication with the hearing officer, trial judge or trier of fact concerning the proceeding.</p> <p>adds as (m): A lawyer shall not have sexual relations with a client when the client is in a vulnerable condition or is otherwise subject to the control or undue influence of the lawyer, when such relations could have a harmful or prejudicial effect upon the interests of the client, or when sexual relations might adversely effect the lawyer's representation of the client.</p>
<a href="#">SD</a> Effective 1/1/04	(c): adds at the end of the first sentence: and the gift is not significantly disproportionate to those given to other donees similarly related to donor.
<a href="#">TN</a> Effective 1/1/2011	<p>(c) Adds after "gift from a client": "to the lawyer or a person related to the lawyer;"</p> <p>(f) Deletes "for representing" and adds instead "or direction in connection with the representation of;"</p> <p>(f)(1) Replaces "gives informed consent" with "consents after consultation;"</p> <p>(g) Deletes language after "unless" and adds instead:  <i>(1) each client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and</i>  <i>(2) each client gives informed consent, in writing signed by the client. The lawyer's disclosure shall include the existence and nature of all the claims or pleas involved and of the participation of each person in the settlement.</i></p> <p>(h)(1) Adds "or prospective client" changes language after "to a client" and deletes the rest of the sentence after "malpractice;"</p> <p>(h)(2) Replaces language after "former client unless" to: "the lawyer fully discloses all the terms of the agreement to the client in a manner that can reasonably be understood by the client and advises the client in writing of the desirability of seeking and gives the client a reasonable opportunity to</p>

	<p>seek the advice of independent legal counsel in connection therewith.”</p> <p>(j) [Reserved]</p>
<p><u>TX*</u> Effective 3/1/05</p>	<p><i>*Has not amended Rule since the most recent amendments to the ABA Model Rules</i></p> <p>Changes title to: “Conflict of Interest: Prohibited Transactions;”</p> <p>(a) Deletes language between “client” and “unless;”</p> <p>Replaces MR(a)(2) and (3) with:</p> <p><i>(2) the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and</i></p> <p><i>(3) the client consents in writing thereto.</i></p> <p>Does not have MR (b);</p> <p>(b) is equivalent to MR (c) but changes language:</p> <p><i>(b) A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as a parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.</i></p> <p>(c) Similar to MR (d) but deletes “of representation of a client” and adds instead: “of all aspects of the matter giving rise to the lawyers employment;” adds “with a client, prospective client, or former client” before “giving the lawyer;”</p> <p>(d) is MR (e); (d)(1) Adds “or guarantees” after “may advance;” adds “or administrative proceedings, and reasonably necessary medical and living expenses;”</p> <p>(e) is similar to MR (f) but in (e)(1) changes “gives informed consent” to “consents;”</p> <p>(e)(3) Makes reference to Rule 1.05 instead of Rule 1.6;</p> <p>(f) is similar to MR (g) but changes “The lawyer’s disclosure shall include” to “including” and combines with first sentence;</p> <p>(g) is similar to MR (f)(1) and (2) but changes language after “unless” to “permitted by law and the client is independently represented in making the agreement, or settle a claim for such liability with an unrepresented client or former client without first advising that person in writing that independent representation is appropriate in connection therewith;”</p> <p>(h) is similar to (i) but replaces language in (2) to:</p> <p><i>(2) contract in a civil case with a client for a contingent fee that is permissible under Rule 1.04.</i></p> <p>Does not have MR (j) or (k);</p> <p>Adds:</p> <p><i>(i) If a lawyer would be prohibited by this Rule from engaging in particular conduct, no other lawyer while a member of or associated with that lawyer’s firm may engage in that conduct.</i></p> <p><i>(j) As used in this Rule, “business transactions” does not include standard commercial transactions between the lawyer and the client for products or services that the client generally markets to others.</i></p>
<p><u>UT</u> Effective</p>	<p>(e)(2): adds after “court costs and expenses of litigation”, “and minor expenses reasonably connected to the litigation”</p>

<p>11/1/05</p>	<p>replaces (j) with: A lawyer shall not engage in sexual relations with a client that exploit the lawyer-client relationship. For the purposes of this Rule:                  (j)(1) “sexual relations” means sexual intercourse or the touching of an intimate part of another person for the purpose of sexual arousal, gratification, or abuse; and                  (j)(2) except for a spousal relationship or a sexual relationship that existed at the commencement of the lawyer-client relationship, sexual relations between the lawyer and the client shall be presumed to be exploitive. This presumption is rebuttable.</p>
<p><a href="#">VT</a> Effective 9/1/09</p>	<p>(e)(1) Adds “including expenses of investigation, expenses of medical examination, and costs of obtaining and presenting evidence” after “expenses of litigation;”                  (j) Deleted.</p>
<p><a href="#">VA</a> Effective 1/1/04</p>	<p>Title: same as former MR                  (a)(1): adds “to the client” after “writing”                  (a)(2) and (3): same as former MR                  (b): same as former MR but adds “for the advantage of the lawyer or of a third person or” before “to the disadvantage”                  (c): in first sentence adds “for himself or a person related to the lawyer” after “solicit” and ends sentence after “testamentary gift;” second and third sentences are new “A lawyer shall not accept any such gift if solicited at his request by a third party. A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer any substantial gift from a client, including a testamentary gift, unless the lawyer or other recipient of the gift is related to the client;” and in last sentence replaces “related persons” with “a person related to a lawyer” and deletes “grandparent”                  (d): adds “all aspects of a matter giving rise to the” before first use of “representation”                  (e)(1): replaces language after “litigation” with “provided the client remains ultimately liable for such costs and expenses; and”                  (f)(1): same as former MR                  (g): same as former MR                  (h): same as former MR but replaces language after “malpractice” with “except that a lawyer may make such an agreement with a client of which the lawyer is an employee as long as the client is independently represented in making the agreement”                  (i): same as former MR but adds “or who is intimately involved with another lawyer” after “spouse”                  (j)(2): same as MR (i)(2) but adds “unless prohibited by Rule 1.5” to end                  Does not have MR (j)                  (k): replaces language after “firm” with “none of them shall knowingly enter into any transaction or perform any activity when one of them practicing alone would be prohibited from doing so by paragraphs (a), (b), (c), (d), (e), (f), (g), (h), or (j) of this Rule”</p>
<p><a href="#">WA</a></p>	<p>(e) A lawyer shall not, while representing a client in connection with</p>

<p>Effective 9/1/06</p>	<p>contemplated or pending litigation, advance or guarantee financial assistance to a client, except that:</p> <p>(1) a lawyer may advance or guarantee the expenses of litigation, including court costs, expenses of investigation, expenses of medical examination, and costs of obtaining and presenting evidence, provided the client remains ultimately liable for such expenses; and</p> <p>(2) in matters maintained as class actions only, repayment of expenses of litigation may be contingent on the outcome of the matter.</p> <p>(g): replaces “in a writing signed by the client” with “confirmed in writing”</p> <p>(h)(1): adds “permitted by law and” after “unless”</p> <p>(j) A lawyer shall not:</p> <p>(1) have sexual relations with a current client of the lawyer unless a consensual sexual relationship existed between them at the time the client-lawyer relationship commenced; or</p> <p>(2) have sexual relations with a representative of a current client if the sexual relations would, or would likely, damage or prejudice the client in the representation.</p> <p>(3) For purposes of Rule 1.8(j), “lawyer” means any lawyer who assists in the representation of the client, but does not include other firm members who provide no such assistance.</p> <p>Adds (l) A lawyer who is related to another lawyer as parent, child, sibling, or spouse, or who has any other close familial or intimate relationship with another lawyer, shall not represent a client in a matter directly adverse to a person who the lawyer knows is represented by the related lawyer unless:</p> <p>(1) the client gives informed consent to the representation; and</p> <p>(2) the representation is not otherwise prohibited by Rule 1.7.</p>
<p><a href="#">WV*</a> Effective 1/1/89</p>	<p><i>*Has not amended Rule since the most recent amendments to the ABA Model Rules</i></p> <p>Changes title to: “Conflict of Interest: Prohibited Transactions;”</p> <p>Replaces “gives informed consent” with “consents after consultation” throughout;</p> <p>(a) Replaces MR (2) and (3) with:</p> <p>(2) <i>the client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and</i></p> <p>(3) <i>the client consents in writing thereto;</i></p> <p>(b) Replaces “these Rules” with “Rule 1.6 or Rule 3.3;”</p> <p>(c) Replaces with:</p> <p>(c) <i>A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as a parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.</i></p> <p>(g) Deletes “confirmed in writing;” changes “The lawyer’s disclosure shall include” to “including” and combines first and second sentences;</p> <p>(h) Combines MR (h), (h)(1) and (2), but deletes “or potential claim;” replaces language after “former client” with “without first advising that</p>

	<p>person in writing that independent representation is appropriate in connection therewith;"</p> <p>Adds:</p> <p><i>(I) A lawyer related to another lawyer as parent, child, sibling or spouse or a lawyer sharing living quarters with another lawyer shall not represent a client in a representation directly adverse to a person who the lawyer knows is represented by the other lawyer except upon consent by the client after consultation regarding the relationship.</i></p> <p>(j) is similar to MR (i) but in (1) changes "authorized by law" to "granted by law;"</p> <p>Does not have MR (j) or (k);</p> <p>Adds:</p> <p><i>(k) A lawyer shall not pay, offer to pay, or acquiesce in the payment of compensation to a witness or anyone referring a lawyer to a witness, contingent upon the content of the witness's testimony or the outcome of the case. But a lawyer may advance, guarantee, or acquiesce in the payment of:</i></p> <p><i>(1) expenses reasonably incurred by a witness in attending or testifying.</i></p> <p><i>(2) reasonable compensation to a witness for his loss of time in attending or testifying.</i></p> <p><i>(3) a reasonable fee for the professional services of an expert witness.</i></p>
<p><a href="#">WI</a> Effective 7/1/07</p>	<p>Title: has former MR</p> <p>(c): changes first sentence "A lawyer shall not solicit any substantial gift from a client, including a testamentary gift, nor prepare an instrument giving the lawyer or a person related to the lawyer any substantial gift from a client, including a testamentary gift, except where (1) the client is related to the donee, (2) the donee is a natural object of the bounty of the client, (3) there is no reasonable ground to anticipate a contest, or a claim of undue influence or for the public to lose confidence in the integrity of the bar, and (4) the amount of the gift or bequest is reasonable and natural under the circumstances."</p> <p>(f)(1): adds to end "or the attorney is appointed at government expense; provided that no further consent or consultation need be given if the client has given consent pursuant to the terms of an agreement or policy requiring an organization or insurer to retain counsel on the client's behalf"</p> <p>Adds (h)(3) make an agreement limiting the client's right to report the lawyer's conduct to disciplinary authorities</p> <p>(j): adds "current" before first instance of "client"</p> <p>Adds (j)(1) In this paragraph, "sexual relations" means sexual intercourse or any other intentional touching of the intimate parts of a person or causing the person to touch the intimate parts of the lawyer.</p> <p>Adds (j)(2) When the client is an organization, a lawyer for the organization (whether inside counsel or outside counsel) shall not have</p>

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	sexual relations with a constituent of the organization who supervises, directs or regularly consults with that lawyer concerning the organization's legal matters.
<u>WY</u> Effective 7/1/06	Title: refers to "Specific Prohibited Transactions" (a)(3): uses "informed decision" (b): uses "confidential information," uses "informed decision" (c), changes first sentence: "A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer any substantial gift unless the lawyer or other recipient of the gift is related to the client." (f)(1): uses "informed decision" (j): refers to "current client," adds to end "or unless the lawyer and client are married. A lawyer shall not have sexual relations with the spouse of a current client."

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