

**Comparison of Newly Adopted Florida Rules of Professional Conduct
with ABA Model Rules**

	FLORIDA
Preamble	<p>New rules as adopted by Florida Supreme Court to be effective 5/22/06. Revision to Rule 1.5(f) effective 9/29/06. Revisions to Rules 7.1 – 7.6 and 7.7 – 7.10 effective 1/1/07. Revisions to Rules 7.1 – 7.10 effective 2/1/08. Revisions to Rules 1.5 and 6.5 effective 3/1/08. Revisions to Rule 7.6 effective 1/1/10. Revisions to Rules 1.5, 1.9, 3.3, 7.2, 7.4, 7.7, 7.10, and 8.4 effective 2/1/10. Variations from the Model Rules are noted. Rules only; Comment comparison not included.</p> <p>Does not number paragraphs Fourth paragraph: same as MR [4] but replaces “other” with “by” in last sentence Seventh paragraph: same as MR [7] but replaces “as well as” with “and in” Eighth paragraph: same as MR [8] but changes second sentence “Zealous advocacy is not inconsistent with justice.” Changes language of third sentence before “preserving” to “Moreover, unless violations of law or injury to another or another's property is involved ...” Ninth paragraph: same as MR [9] but changes first two sentences “In the practice of law conflicting responsibilities are often encountered. Difficult ethical problems may arise from a conflict between a lawyer's responsibility to a client and the lawyer's own sense of personal honor, including obligations to society and the legal profession.” Last sentence: deletes “zealously” Tenth paragraph (compare to MR [10] and [11]): Lawyers are officers of the court and they are responsible to the judiciary for the propriety of their professional activities. Within that context, the legal profession has been granted powers of self-government. Self-regulation helps maintain the legal profession's independence from undue government domination. An independent legal profession is an important force in preserving government under law, for abuse of legal authority is more readily challenged by a profession whose members are not dependent on the executive and legislative branches of government for the right to practice. Supervision by an independent judiciary, and conformity with the rules the judiciary adopts for the profession, assures both independence and responsibility. Eleventh paragraph: same as MR [12] but changes first sentence “Thus, every lawyer is responsible for observance of the Rules of Professional Conduct.” Does not have MR [13]</p>
Scope	<p>Does not number paragraphs First paragraph: same as MR [14] but does not include last two sentences Second paragraph, first two sentences are new: The comment accompanying each rule explains and illustrates the meaning and purpose of the rule. The</p>

	<p>comments are intended only as guides to interpretation, whereas the text of each rule is authoritative.</p> <p>Last sentence: same as last sentence of MR [14] but changes beginning “Thus, comments, even when they use the term “should,” do not add ...”</p> <p>Adds “merely” before “provide”</p> <p>Third paragraph: combines MR [15] and [16] but moves last sentence of [15] to end of paragraph, deleting “such”</p> <p>Fourth paragraph: same as MR [17]</p> <p>Does not have MR [18]</p> <p>Fifth paragraph: same as MR [19] but deletes “and” before “in recognition” in second sentence and “or not” after “whether” in third sentence</p> <p>Sixth paragraph: same as MR [20] but adds new seventh sentence “Accordingly, nothing in the rules should be deemed to augment any substantive legal duty of lawyers or the extra-disciplinary consequences of violating such duty.”</p> <p>Does not have MR [21]</p>
Terminology	<p>Did not adopt MR 1.0</p> <p>Retains definition of “consult”</p> <p>Confirmed in writing: changes second sentence to “See “informed consent” below.”</p> <p>Firm: deletes “legal services organization or the”</p> <p>“Fraud” or “fraudulent” denotes conduct having a purpose to deceive and not merely negligent misrepresentation or failure to apprise another of relevant information.</p> <p>Adds: “Lawyer” denotes a person who is a member of The Florida Bar or otherwise authorized to practice in any court of the State of Florida.</p> <p>Partner: replaces comma after “partnership” with “and”</p>
Rule 1.1	Identical
Rule 1.2	<p>Title: Objectives and Scope of Representation</p> <p>(a): adds to beginning “Lawyer to Abide by Client's Decisions.”</p> <p>Adds “reasonably” before “consult” in first sentence</p> <p>(b): adds to beginning “No Endorsement of Client's Views or Activities.”</p> <p>(c) Limitation of Objectives and Scope of Representation. If not prohibited by law or rule, a lawyer and client may agree to limit the objectives or scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent in writing. If the attorney and client agree to limit the scope of the representation, the lawyer shall advise the client regarding applicability of the rule prohibiting communication with a represented person.</p> <p>(d): adds to beginning “Criminal or Fraudulent Conduct.”</p> <p>Changes standard to “knows or reasonably should know”</p> <p>Ends first sentence after “fraudulent” replaces “but” with “However”</p>
Rule 1.3	Identical
Rule 1.4	<p>(a): adds to beginning “Informing Client of Status of Representation.”</p> <p>(a)(5): changes standard to “knows or reasonably should know”</p> <p>(b): adds to beginning “Duty to Explain Matters to Client.”</p>

<p>Rule 1.5</p>	<p>Title: adds “and Costs for Legal Services”</p> <p>(a) Illegal, Prohibited, or Clearly Excessive Fees and Costs. An attorney shall not enter into an agreement for, charge, or collect an illegal, prohibited, or clearly excessive fee or cost, or a fee generated by employment that was obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar. A fee or cost is clearly excessive when:</p> <p>(1) after a review of the facts, a lawyer of ordinary prudence would be left with a definite and firm conviction that the fee or the cost exceeds a reasonable fee or cost for services provided to such a degree as to constitute clear overreaching or an unconscionable demand by the attorney; or</p> <p>(2) the fee or cost is sought or secured by the attorney by means of intentional misrepresentation or fraud upon the client, a nonclient party, or any court, as to either entitlement to, or amount of, the fee.</p> <p>Adds: (b) Factors to Be Considered in Determining Reasonable Fees and Costs.</p> <p>(1) Factors to be considered as guides in determining a reasonable fee include:</p> <p>(A): same as MR (a)(1) but adds “complexity” after “novelty”</p> <p>(B): same as MR (a)(2) but deletes “if apparent to the client”</p> <p>(C): same as MR (a)(3) but adds “or rate of fee” after “fee” and replaces “similar legal services” with “legal services of a comparable or similar nature”</p> <p>(D) the significance of, or amount involved in, the subject matter of the representation, the responsibility involved in the representation, and the results obtained;</p> <p>(E): same as MR (a)(5) but adds to end “and, as between attorney and client, any additional or special time demands or requests of the attorney by the client;”</p> <p>(F): same as MR (a)(6)</p> <p>(G): same as MR (a)(7) but adds “diligence” after “reputation” and adds “and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; and” to end</p> <p>(H): same as MR (a)(8) but adds “and, if fixed as to amount or rate, then whether the client’s ability to pay rested to any significant degree on the outcome of the representation” to end</p> <p>Adds: (2) Factors to be considered as guides in determining reasonable costs include:</p> <p>(A) the nature and extent of the disclosure made to the client about the costs;</p> <p>(B) whether a specific agreement exists between the lawyer and client as to the costs a client is expected to pay and how a cost is calculated that is charged to a client;</p> <p>(C) the actual amount charged by third party providers of services to the attorney;</p> <p>(D) whether specific costs can be identified and allocated to an individual client or a reasonable basis exists to estimate the costs charged;</p> <p>(E) the reasonable charges for providing in-house service to a client if the cost is an in-house charge for services; and</p> <p>(F) the relationship and past course of conduct between the lawyer and the</p>
-----------------	---

	<p>client.</p> <p>All costs are subject to the test of reasonableness set forth in subdivision (a) above. When the parties have a written contract in which the method is established for charging costs, the costs charged thereunder shall be presumed reasonable.</p> <p>Adds: (c) Consideration of All Factors. In determining a reasonable fee, the time devoted to the representation and customary rate of fee need not be the sole or controlling factors. All factors set forth in this rule should be considered, and may be applied, in justification of a fee higher or lower than that which would result from application of only the time and rate factors.</p> <p>Adds: (d) Enforceability of Fee Contracts. Contracts or agreements for attorney's fees between attorney and client will ordinarily be enforceable according to the terms of such contracts or agreements, unless found to be illegal, obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar, prohibited by this rule, or clearly excessive as defined by this rule.</p> <p>Adds (e): <i>Duty to Communicate Basis or Rate of Fee or Costs to Client.</i> <i>When the lawyer has not regularly represented the client, the basis or rate of the fee and costs shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation. A fee for legal services that is nonrefundable in any part shall be confirmed in writing and shall explain the intent of the parties as to the nature and amount of the nonrefundable fee. The test of reasonableness found in subdivision (b), above, applies to all fees for legal services without regard to their characterization by the parties. The fact that a contract may not be in accord with these rules is an issue between the attorney and client and a matter of professional ethics, but is not the proper basis for an action or defense by an opposing party when fee-shifting litigation is involved.</i></p> <p>Adds: (f) Contingent Fees. As to contingent fees:</p> <p>(1): same as MR (c) except replaces "other" with "by" in first sentence, does not require signed writing, does not include third sentence</p> <p>Adds: (2) Every lawyer who accepts a retainer or enters into an agreement, express or implied, for compensation for services rendered or to be rendered in any action, claim, or proceeding whereby the lawyer's compensation is to be dependent or contingent in whole or in part upon the successful prosecution or settlement thereof shall do so only where such fee arrangement is reduced to a written contract, signed by the client, and by a lawyer for the lawyer or for the law firm representing the client. No lawyer or firm may participate in the fee without the consent of the client in writing. Each participating lawyer or law firm shall sign the contract with the client and shall agree to assume joint legal responsibility to the client for the performance of the services in question as if each were partners of the other lawyer or law firm involved. The client shall be furnished with a copy of the signed contract and any subsequent notices or consents. All provisions of this rule shall apply to such fee contracts.</p> <p>(3) and (3)(A) and (B): same as MR (d) and (d)(1) and (2)</p> <p>Adds: (4) A lawyer who enters into an arrangement for, charges, or collects</p>
--	--

any fee in 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 of another, including products liability claims, whereby the compensation is to be dependent or contingent in whole or in part upon the successful prosecution or settlement thereof shall do so only under the following requirements:

(A) The contract shall contain the following provisions:

(i) "The undersigned client has, before signing this contract, received and read the statement of client's rights and understands each of the rights set forth therein. The undersigned client has signed the statement and received a signed copy to refer to while being represented by the undersigned attorney(s)."

(ii) "This contract may be cancelled by written notification to the attorney at any time within 3 business days of the date the contract was signed, as shown below, and if cancelled the client shall not be obligated to pay any fees to the attorney for the work performed during that time. If the attorney has advanced funds to others in representation of the client, the attorney is entitled to be reimbursed for such amounts as the attorney has reasonably advanced on behalf of the client."

(B) The contract for representation of a client in a matter set forth in subdivision (f)(4) may provide for a contingent fee arrangement as agreed upon by the client and the lawyer, except as limited by the following provisions:

(i) Without prior court approval as specified below, any contingent fee that exceeds the following standards shall be presumed, unless rebutted, to be clearly excessive:

a. Before the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action:

1. 33 1/3% of any recovery up to \$1 million; plus
2. 30% of any portion of the recovery between \$1 million and \$2 million; plus
3. 20% of any portion of the recovery exceeding \$2 million.

b. After the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action, through the entry of judgment:

1. 40% of any recovery up to \$1 million; plus
2. 30% of any portion of the recovery between \$1 million and \$2 million; plus
3. 20% of any portion of the recovery exceeding \$2 million.

c. If all defendants admit liability at the time of filing their answers and request a trial only on damages:

1. 33 1/3% of any recovery up to \$1 million; plus
2. 20% of any portion of the recovery between \$1 million and \$2 million; plus
3. 15% of any portion of the recovery exceeding \$2 million.

d. An additional 5% of any recovery after institution of any appellate proceeding is filed or post-judgment relief or action is required for recovery on the judgment.

(ii) If any client is unable to obtain an attorney of the client's choice because of the limitations set forth in subdivision (f)(4)(B)(i), the client may petition the court in which the matter would be filed, if litigation is necessary, or if such court will not accept jurisdiction for the fee division, the circuit court wherein the cause of action arose, for approval of any fee contract between the client and an attorney of the client's choosing. Such authorization shall be given if the court determines the client has a complete understanding of the client's rights and the terms of the proposed contract. The application for authorization of such a contract can be filed as a separate proceeding before suit or simultaneously with the filing of a complaint. Proceedings thereon may occur before service on the defendant and this aspect of the file may be sealed. A petition under this subdivision shall contain a certificate showing service on the client and, if the petition is denied, a copy of the petition and order denying the petition shall be served on The Florida Bar in Tallahassee by the member of the bar who filed the petition. Authorization of such a contract shall not bar subsequent inquiry as to whether the fee actually claimed or charged is clearly excessive under subdivisions (a) and (b).

(iii) Subject to the provisions of 4-1.5(f)(4)(B)(i) and (ii) a lawyer who enters into an arrangement for, charges, or collects any fee in an action or claim for medical liability whereby the compensation is dependent or contingent in whole or in part upon the successful prosecution or settlement thereof shall provide the language of article I, section 26 of the Florida Constitution to the client in writing and shall orally inform the client that:

a. Unless waived, in any medical liability claim involving a contingency fee, the claimant is entitled to receive no less than 70% of the first \$250,000.00 of all damages received by the claimant, exclusive of reasonable and customary costs, whether received by judgment, settlement, or otherwise, and regardless of the number of defendants. The claimant is entitled to 90% of all damages in excess of \$250,000.00, exclusive of reasonable and customary costs and regardless of the number of defendants.

b. If a lawyer chooses not to accept the representation of a client under the terms of article I, section 26 of the Florida Constitution, the lawyer shall advise the client, both orally and in writing of alternative terms, if any, under which the lawyer would accept the representation of the client, as well as the client's right to seek representation by another lawyer willing to accept the representation under the terms of article I, section 26 of the Florida Constitution, or a lawyer willing to accept the representation on a fee basis that is not contingent.

c. If any client desires to waive any rights under article I, section 26 of the Florida Constitution in order to obtain a lawyer of the client's choice, a client may do so by waiving such rights in writing, under oath, and in the form provided in this rule. The lawyer shall provide each client a copy of the written waiver and shall afford each client a full and complete opportunity to understand the rights being waived as set forth in the waiver. A copy of the waiver, signed by each client and lawyer, shall be given to each client to

retain, and the lawyer shall keep a copy in the lawyer's file pertaining to the client. The waiver shall be retained by the lawyer with the written fee contract and closing statement under the same conditions and requirements provided in 4-1.5(f)(5).

**WAIVER OF THE CONSTITUTIONAL RIGHT PROVIDED IN
ARTICLE I, SECTION 26 OF THE FLORIDA CONSTITUTION**

On November 2, 2004, voters in the State of Florida approved The Medical Liability Claimant's Compensation Amendment that was identified as Amendment 3 on the ballot. The amendment is set forth below:

The Florida Constitution

Article I, Section 26 is created to read "Claimant's right to fair compensation."

In any medical liability claim involving a contingency fee, the claimant is entitled to receive no less than 70% of the first \$250,000 in all damages received by the claimant, exclusive of reasonable and customary costs, whether received by judgment, settlement or otherwise, and regardless of the number of defendants. The claimant is entitled to 90% of all damages in excess of \$250,000, exclusive of reasonable and customary costs and regardless of the number of defendants. This provision is self-executing and does not require implementing legislation.

The undersigned client understands and acknowledges that (initial each provision):

_____ I have been advised that signing this waiver releases an important constitutional right; and

_____ I have been advised that I may consult with separate counsel before signing this waiver; and that I may request a hearing before a judge to further explain this waiver; and

_____ By signing this waiver I agree to an increase in the attorney fee that might otherwise be owed if the constitutional provision listed above is not waived. Without prior court approval, the increased fee that I agree to may be up to the maximum contingency fee percentages set forth in Rule Regulating The Florida Bar 4-1.5(f)(4)(B)(i). Depending on the circumstances of my case, the maximum agreed upon fee may range from 33 1/3% to 40% of any recovery up to \$1 million; plus 20% to 30% of any portion of the recovery between \$1 million and \$2 million; plus 15% to 20% of any recovery exceeding \$2 million; and

_____ I have three (3) business days following execution of this waiver in which to cancel this waiver; and

_____ I wish to engage the legal services of the lawyers or law firms listed below in an action or claim for medical liability the fee for which is contingent in whole or in part upon the successful prosecution or settlement thereof, but I am unable to do so because of the provisions of the constitutional limitation set forth above. In consideration of the lawyers' or law firms' agreements to represent me and my desire to employ the lawyers or law firms listed below, I hereby knowingly, willingly, and voluntarily waive any and all rights and privileges that I may have under the constitutional provision set forth above, as apply to the contingency fee agreement only. Specifically, I waive the

percentage restrictions that are the subject of the constitutional provision and confirm the fee percentages set forth in the contingency fee agreement; and _____ I have selected the lawyers or law firms listed below as my counsel of choice in this matter and would not be able to engage their services without this waiver; and I expressly state that this waiver is made freely and voluntarily, with full knowledge of its terms, and that all questions have been answered to my satisfaction.

ACKNOWLEDGMENT BY CLIENT FOR PRESENTATION TO THE COURT

The undersigned client hereby acknowledges, under oath, the following: I have read and understand this entire waiver of my rights under the constitutional provision set forth above.

I am not under the influence of any substance, drug, or condition (physical, mental, or emotional) that interferes with my understanding of this entire waiver in which I am entering and all the consequences thereof.

I have entered into and signed this waiver freely and voluntarily.

I authorize my lawyers or law firms listed below to present this waiver to the appropriate court, if required for purposes of approval of the contingency fee agreement. Unless the court requires my attendance at a hearing for that purpose, my lawyers or law firms are authorized to provide this waiver to the court for its consideration without my presence.

DATED this _____ day of _____, ____.

By: _____

CLIENT

Sworn to and subscribed before me this _____ day of _____, _____ by _____, who is personally known to me, or has produced the following identification:

_____.

Notary Public

My Commission Expires:

Dated this _____ day of _____, ____.

By: _____

ATTORNEY

(C) Before a lawyer enters into a contingent fee contract for representation of a client in a matter set forth in this rule, the lawyer shall provide the client with a copy of the statement of client's rights and shall afford the client a full and complete opportunity to understand each of the rights as set forth therein. A copy of the statement, signed by both the client and the lawyer, shall be given to the client to retain and the lawyer shall keep a copy in the client's file. The statement shall be retained by the lawyer with the written fee contract and closing statement under the same conditions and requirements as subdivision (f)(5).

(D) As to lawyers not in the same firm, a division of any fee within subdivision (f)(4) shall be on the following basis:

(i) To the lawyer assuming primary responsibility for the legal services on

	<p>behalf of the client, a minimum of 75% of the total fee.</p> <p>(ii) To the lawyer assuming secondary responsibility for the legal services on behalf of the client, a maximum of 25% of the total fee. Any fee in excess of 25% shall be presumed to be clearly excessive.</p> <p>(iii) The 25% limitation shall not apply to those cases in which 2 or more lawyers or firms accept substantially equal active participation in the providing of legal services. In such circumstances counsel shall apply to the court in which the matter would be filed, if litigation is necessary, or if such court will not accept jurisdiction for the fee division, the circuit court wherein the cause of action arose, for authorization of the fee division in excess of 25%, based upon a sworn petition signed by all counsel that shall disclose in detail those services to be performed. The application for authorization of such a contract may be filed as a separate proceeding before suit or simultaneously with the filing of a complaint, or within 10 days of execution of a contract for division of fees when new counsel is engaged. Proceedings thereon may occur before service of process on any party and this aspect of the file may be sealed. Authorization of such contract shall not bar subsequent inquiry as to whether the fee actually claimed or charged is clearly excessive. An application under this subdivision shall contain a certificate showing service on the client and, if the application is denied, a copy of the petition and order denying the petition shall be served on The Florida Bar in Tallahassee by the member of the bar who filed the petition. Counsel may proceed with representation of the client pending court approval.</p> <p>(iv) The percentages required by this subdivision shall be applicable after deduction of any fee payable to separate counsel retained especially for appellate purposes.</p> <p>(5) In the event there is a recovery, upon the conclusion of the representation, the lawyer shall prepare a closing statement reflecting an itemization of all costs and expenses, together with the amount of fee received by each participating lawyer or law firm. A copy of the closing statement shall be executed by all participating lawyers, as well as the client, and each shall receive a copy. Each participating lawyer shall retain a copy of the written fee contract and closing statement for 6 years after execution of the closing statement. Any contingent fee contract and closing statement shall be available for inspection at reasonable times by the client, by any other person upon judicial order, or by the appropriate disciplinary agency.</p> <p>(6) In cases in which the client is to receive a recovery that will be paid to the client on a future structured or periodic basis, the contingent fee percentage shall be calculated only on the cost of the structured verdict or settlement or, if the cost is unknown, on the present money value of the structured verdict or settlement, whichever is less. If the damages and the fee are to be paid out over the long term future schedule, this limitation does not apply. No attorney may negotiate separately with the defendant for that attorney's fee in a structured verdict or settlement when separate negotiations would place the attorney in a position of conflict.</p> <p>(g): same as MR (e) but adds to beginning "Division of Fees Between Lawyers</p>
--	--

<p>in Different Firms. Subject to the provisions of subdivision (f)(4)(D),” and “the total fee is reasonable and” to end</p> <p>(1): same as MR (e)(1) but deletes language after “performed by each lawyer”</p> <p>Adds: (2) by written agreement with the client:</p> <p>(A) each lawyer assumes joint legal responsibility for the representation and agrees to be available for consultation with the client; and</p> <p>(B) the agreement fully discloses that a division of fees will be made and the basis upon which the division of fees will be made.</p> <p>Does not have MR (e)(2) and (3)</p> <p>Adds: (h) Credit Plans. A lawyer or law firm may accept payment under a credit plan. No higher fee shall be charged and no additional charge shall be imposed by reason of a lawyer’s or law firm’s participation in a credit plan.</p> <p>Adds (i) Arbitration Clauses. A lawyer shall not make an agreement with a potential client prospectively providing for mandatory arbitration of fee disputes without first advising that person in writing that the potential client should consider obtaining independent legal advice as to the advisability of entering into an agreement containing such mandatory arbitration provisions. A lawyer shall not make an agreement containing such mandatory arbitration provisions unless the agreement contains the following language in bold print: NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.</p> <p>Adds STATEMENT OF CLIENT’S RIGHTS FOR CONTINGENCY FEES</p> <p>Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:</p> <ol style="list-style-type: none">1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with 1 lawyer you may talk with other lawyers.2. Any contingent fee contract must be in writing and you have 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 3 business days, you do not owe the lawyer a fee although you may be responsible for the lawyer’s actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing
--

<p>from a case. If you discharge your lawyer without good cause after the 3-day period, you may have to pay a fee for work the lawyer has done.</p> <p>3. Before hiring a lawyer, you, the client, 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. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.</p> <p>4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least 1 lawyer from each law firm must sign the contingent fee contract.</p> <p>5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.</p> <p>6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.</p> <p>7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.</p> <p>8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm working on your case sign this closing statement.</p>
--

	<p>9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.</p> <p>10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.</p> <p>11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, 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 850/561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.</p> <p>_____</p> <p>Client Signature Attorney Signature</p> <p>_____</p> <p>Date Date</p>
<p>Rule 1.6</p>	<p>(a) Consent Required to Reveal Information. A lawyer shall not reveal information relating to representation of a client except as stated in subdivisions (b), (c), and (d), unless the client gives informed consent.</p> <p>(b) When Lawyer Must Reveal Information. A lawyer shall reveal such information to the extent the lawyer reasonably believes necessary:</p> <p>(1) to prevent a client from committing a crime; or</p> <p>(2) to prevent a death or substantial bodily harm to another.</p> <p>(c) When Lawyer May Reveal Information. A lawyer may reveal such information to the extent the lawyer reasonably believes necessary:</p> <p>(1) to serve the client's interest unless it is information the client specifically requires not to be disclosed;</p> <p>(2) to establish a claim or defense on behalf of the lawyer in a controversy between the lawyer and client;</p> <p>(3) to establish a defense to a criminal charge or civil claim against the lawyer based upon conduct in which the client was involved;</p> <p>(4) to respond to allegations in any proceeding concerning the lawyer's representation of the client; or</p> <p>(5) to comply with the Rules of Professional Conduct.</p> <p>(d) Exhaustion of Appellate Remedies. When required by a tribunal to reveal such information, a lawyer may first exhaust all appellate remedies.</p> <p>(e) Limitation on Amount of Disclosure. When disclosure is mandated or permitted, the lawyer shall disclose no more information than is required to</p>

	meet the requirements or accomplish the purposes of this rule.
Rule 1.7	<p>(a): adds to beginning “Representing Adverse Interests.” deletes language after “represent a client if”</p> <p>(a)(2): replaces “significant” with “substantial”</p> <p>(b): deletes “concurrent”</p> <p>(b)(3): the representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal; and</p> <p>(b)(4): adds “or clearly stated on the record at a hearing.” to end</p> <p>Adds: (c) Explanation to Clients. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.</p> <p>(d) Lawyers Related by Blood or Marriage. 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.</p> <p>(e) Representation of Insureds. Upon undertaking the representation of an insured client at the expense of the insurer, a lawyer has a duty to ascertain whether the lawyer will be representing both the insurer and the insured as clients, or only the insured, and to inform both the insured and the insurer regarding the scope of the representation. All other Rules Regulating The Florida Bar related to conflicts of interest apply to the representation as they would in any other situation.</p>
Rule 1.8	<p>Title: Conflict of Interest: Prohibited and Other Transactions</p> <p>(a): adds to beginning “Business Transactions With or Acquiring Interest Adverse to Client.”</p> <p>Adds “except a lien granted by law to secure a lawyer's fee or expenses “ before “unless”</p> <p>(a)(1): adds “to the client” after “in writing”</p> <p>(b): adds to beginning “Using Information to Disadvantage of Client.”</p> <p>(c): adds to beginning “Gifts to Lawyer or Lawyer's Family.”</p> <p>Deletes “or individual” from second sentence</p> <p>(d): adds to beginning “Acquiring Literary or Media Rights.”</p> <p>(e): adds to beginning “Financial Assistance to Client.”</p> <p>(f): adds to beginning “Compensation by Third Party.”</p> <p>(g): adds to beginning “Settlement of Claims for Multiple Clients.”</p> <p>(h): same as former MR but adds to beginning “Limiting Liability for Malpractice.”</p> <p>Ends first sentence after “making the agreement” and adds “A lawyer shall not” before “settle a claim”</p> <p>(i): adds to beginning “Acquiring Proprietary Interest in Cause of Action.”</p> <p>(i)(1): replaces “authorized” with “granted”</p> <p>(i)(2): deletes “in a civil case”</p> <p>Does not have MR (j)</p>

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.

STATEMENT OF INSURED CLIENT'S RIGHTS

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.

1. *Your Lawyer.* 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.

2. *Fees and Costs.* 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.

3. *Directing the Lawyer.* 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.

4. *Litigation Guidelines.* 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.

5. *Confidentiality*. 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 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

	<p>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.</p> <p>10. <i>Reporting Violations.</i> 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.</p> <p>IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS, PLEASE ASK FOR AN EXPLANATION.</p> <p>CERTIFICATE</p> <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>Rule 1.9</p>	<p>Title: Conflict of Interest; Former Client</p> <p>First paragraph: “A lawyer who has formerly represented a client in a matter shall not thereafter” is an introductory paragraph before (a)</p> <p>(a): deleted “confirmed in writing”</p> <p>Does not have MR (b) or (c)</p> <p>(b): same as MR (c)(1)</p>
<p>Rule 1.10</p>	<p>(a): adds “Imputed Disqualification of All Lawyers in Firm.” to beginning</p> <p>Adds “except as provided elsewhere in this rule, or” after “4-1.9”</p> <p>Adds: (b) Former Clients of Newly Associated Lawyer. When a lawyer becomes associated with a firm, the firm may not knowingly represent a person in the same or a substantially related matter in which that lawyer, or a firm with which the lawyer was associated, had previously represented a client whose interests are materially adverse to that person and about whom the lawyer had acquired information protected by rules 4-1.6 and 4-1.9(b) that is material to the matter.</p> <p>(c): same as MR (b) but adds “Representing Interests Adverse to Clients of Formerly Associated Lawyer.” to beginning</p> <p>(c)(1): same as MR (b)(1)</p> <p>(c)(2): same as MR (b)(2) but changes cross-reference to 1.9(b)</p> <p>(d): same as MR (c) but adds “Waiver of Conflict.” to beginning</p> <p>(e): same as MR (d) but adds “Government Lawyers.” to beginning</p>
<p>Rule 1.11</p>	<p>(a): adds “Representation of Private Client by Former Public Officer or</p>

	<p>Employee.” to beginning Deletes “Except as law may otherwise expressly permit” (a)(1): changes reference to 1.9(b) (b): adds “Representation by Another Member of the Firm.” to beginning (b)(1): adds “directly” before “apportioned” (c): adds “Use of Confidential Government Information.” to beginning Deletes “Except as law may otherwise expressly permit” and “timely” before “screened” (d): adds “Limits on Participation of Public Officer or Employee.” to beginning Deletes “Except as law may otherwise expressly permit” (d)(2)(A): same as MR (d)(2)(i) except deletes “confirmed in writing” (d)(2)(B): same as MR (d)(2)(ii) except replaces “lawyer for a party” with “attorney for a party” and ends paragraph after “substantially” (e): adds “Matter Defined.” to beginning</p>
Rule 1.12	<p>(a): adds “Representation of Private Client by Former Judge, Law Clerk, or Other Third-Party Neutral.” to beginning (b): adds “Negotiation of Employment by Judge, Law Clerk, or Other Third-Party Neutral.” to beginning Replaces “lawyer for a party” with “attorney for a party” in first sentence and “lawyer involved” with “attorney involved” in second sentence (c): adds “Imputed Disqualification of Law Firm.” to beginning (c)(1): adds “directly” before “apportioned” (d): adds “Exemption for Arbitrator as Partisan.” to beginning</p>
Rule 1.13	<p>(a): adds to beginning “Representation of Organization.” (b): same as former MR but adds “Violations of Officers or Employees of Organization.” to beginning (c): same as former MR but adds “Resignation as Counsel for Organization.” to beginning Does not have MR (d) or (e) (d): same as MR (f) but adds “Identification of Client.” to beginning (e): same as MR (g) but adds “Representing Directors, Officers, Employees, Members, Shareholders, or Other Constituents of Organization.” to beginning</p>
Rule 1.14	<p>Title: same as former MR (a): same as former MR but adds “Maintenance of Normal Relationship.” to beginning (b): same as former MR but adds “Appointment of Guardian.” to beginning</p>
Rule 1.15	<p>Rule is substantially different: Compliance With Trust Accounting Rules. A lawyer shall comply with The Florida Bar Rules Regulating Trust Accounts.</p>
Rule 1.16	<p>(a): adds “When Lawyer Must Decline or Terminate Representation.” to beginning Adds: (a)(4) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent, unless the client agrees to disclose and rectify the crime or fraud; or Adds: (a)(5) the client has used the lawyer's services to perpetrate a crime or</p>

	<p>fraud, unless the client agrees to disclose and rectify the crime or fraud. (b): adds “When Withdrawal Is Allowed.” to beginning Does not have MR (b)(2) or (3) (b)(2): same as MR (b)(4) but adds “imprudent” after “repugnant” (b)(3) – (5): same as MR (b)(5) – (7) (c): adds “Compliance with Order of Tribunal.” to beginning (d): adds “Protection of Client’s Interest.” to beginning</p>
<p>Rule 1.17</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>Rule 1.18</p>	<p>(a): adds to beginning “Prospective Client.” (b): adds to beginning “Confidentiality of Information.” (c): adds to beginning “Subsequent Representation.”, replaces “significantly harmful to” in first sentence with “used to the disadvantage of,” replaces “under this paragraph” in the second sentence with “under this rule”</p>

	(d): adds to beginning “Permissible Representation.”
Rule 2.1	Identical
Rule 2.2	Identical
Rule 2.3	<p>(a): same as MR but adds “When Lawyer May Provide Evaluation.” to beginning and ends paragraph after “if”</p> <p>(a)(1): contains rest of material from MR paragraph (a)</p> <p>Adds (a)(2): the client gives informed consent.</p> <p>Does not have MR (b)</p> <p>Adds: (b) Limitation on Scope of Evaluation. In reporting the evaluation, the lawyer shall indicate any material limitations that were imposed on the scope of the inquiry or on the disclosure of information.</p> <p>(c): same as former MR but adds “Maintaining Client Confidences.” to beginning</p>
Rule 2.4	Identical
Rule 3.1	Identical
Rule 3.2	Identical
Rule 3.3	<p>(a): adds to beginning “False Evidence; Duty to Disclose.”</p> <p>(a)(1) Same as MR</p> <p>Adds (a)(2): “fails to disclose a material fact to a tribunal when disclosure is necessary to avoid assisting a criminal or fraudulent act by the client,”</p> <p>(a)(3) Same as MR (a)(2)</p> <p>(a)(4) Deletes sentence, “If a lawyer...disclosure to the tribunal;” deletes clause starting with “other than” from last sentence.</p> <p>(b): Adds title: “Criminal or Fraudulent Conduct”</p> <p>(c) Same as MR (d) but adds title, “Ex Parte Proceedings.” to beginning</p> <p>Adds (d): “<i>Extent of Lawyer’s Duties. The duties stated in this rule continue beyond the conclusion of the proceeding and apply even if compliance requires disclosure of information otherwise protected by rule 4-1.6</i>”</p>
Rule 3.4	<p>(a) unlawfully obstruct another party's access to evidence or otherwise unlawfully alter, destroy, or conceal a document or other material that the lawyer knows or reasonably should know is relevant to a pending or a reasonably foreseeable proceeding; nor counsel or assist another person to do any such act;</p> <p>(b) fabricate evidence, counsel or assist a witness to testify falsely, or offer an inducement to a witness, except a lawyer may pay a witness reasonable expenses incurred by the witness in attending or testifying at proceedings; a reasonable, noncontingent fee for professional services of an expert witness; and reasonable compensation to reimburse a witness for the loss of compensation incurred by reason of preparing for, attending, or testifying at proceedings;</p> <p>(d): replaces “fail to make reasonably diligent effort” with “intentionally fail”</p> <p>(e): adds “state a personal opinion about the credibility of a witness unless the statement is authorized by current rule or case law” before “allude,” deletes “the credibility of a witness” after “cause”</p>

	<p>(f): combines MR (f) and (f)(1) and (2) into one paragraph, replaces “the lawyer reasonably believes” with “it is reasonably to believe” Adds: (g) present, participate in presenting, or threaten to present criminal charges solely to obtain an advantage in a civil matter; or Adds: (h) present, participate in presenting, or threaten to present disciplinary charges under these rules solely to obtain an advantage in a civil matter.</p>
<p>Rule 3.5</p>	<p>(a) Influencing Decision Maker. A lawyer shall not seek to influence a judge, juror, prospective juror, or other decision maker except as permitted by law or the rules of court. (b) Communication with Judge or Official. In an adversary proceeding a lawyer shall not communicate or cause another to communicate as to the merits of the cause with a judge or an official before whom the proceeding is pending except: (1) in the course of the official proceeding in the cause; (2) in writing if the lawyer promptly delivers a copy of the writing to the opposing counsel or to the adverse party if not represented by a lawyer; (3) orally upon notice to opposing counsel or to the adverse party if not represented by a lawyer; or (4) as otherwise authorized by law. (c): same as MR (d) but adds “Disruption of Tribunal. A lawyer shall not” to beginning (d): compare to MR (c), Communication With Jurors. A lawyer shall not: (1) before the trial of a case with which the lawyer is connected, communicate or cause another to communicate with anyone the lawyer knows to be a member of the venire from which the jury will be selected; (2) during the trial of a case with which the lawyer is connected, communicate or cause another to communicate with any member of the jury; (3) during the trial of a case with which the lawyer is not connected, communicate or cause another to communicate with a juror concerning the case; (4) after dismissal of the jury in a case with which the lawyer is connected, initiate communication with or cause another to initiate communication with any juror regarding the trial except to determine whether the verdict may be subject to legal challenge; provided, a lawyer may not interview jurors for this purpose unless the lawyer has reason to believe that grounds for such challenge may exist; and provided further, before conducting any such interview the lawyer must file in the cause a notice of intention to interview setting forth the name of the juror or jurors to be interviewed. A copy of the notice must be delivered to the trial judge and opposing counsel a reasonable time before such interview. The provisions of this rule do not prohibit a lawyer from communicating with members of the venire or jurors in the course of official proceedings or as authorized by court rule or written order of the court.</p>
<p>Rule 3.6</p>	<p>Rule is substantially different: (a) Prejudicial Extrajudicial Statements Prohibited. A lawyer shall not make an extrajudicial statement that a reasonable person would expect to be disseminated by means of public communication if the lawyer knows or</p>

	<p>reasonably should know that it will have a substantial likelihood of materially prejudicing an adjudicative proceeding due to its creation of an imminent and substantial detrimental effect on that proceeding.</p> <p>(b) Statements of Third Parties. A lawyer shall not counsel or assist another person to make such a statement. Counsel shall exercise reasonable care to prevent investigators, employees, or other persons assisting in or associated with a case from making extrajudicial statements that are prohibited under this rule.</p>
Rule 3.7	<p>(a): adds “When Lawyer May Testify.” to beginning, adds “on behalf of the client” after “witness”</p> <p>Adds (a)(2): the testimony will relate solely to a matter of formality and there is no reason to believe that substantial evidence will be offered in opposition to the testimony;</p> <p>(a)(3) and (4): same as MR (a)(2) and (3)</p> <p>(b): adds “Other Members of Law Firm as Witnesses.” to beginning</p>
Rule 3.8	<p>Does not have MR (b)</p> <p>(b) and (c): same as MR (c) and (d)</p> <p>Does not have MR (e) and (f)</p>
Rule 3.9	Cross-reference is to 3.3(a) – (d), deletes reference to 3.5
Rule 4.1	Identical
Rule 4.2	<p>(a): same as MR text but deletes “or is authorized to do so by law or court order” from end and adds second sentence “Notwithstanding the foregoing, an attorney may, without such prior consent, communicate with another's client in order to meet the requirements of any court rule, statute or contract requiring notice or service of process directly on an adverse party, in which event the communication shall be strictly restricted to that required by the court rule, statute or contract, and a copy shall be provided to the adverse party's attorney.”</p> <p>Adds: (b) An otherwise unrepresented person to whom limited representation is being provided or has been provided in accordance with Rule Regulating The Florida Bar 4-1.2 is considered to be unrepresented for purposes of this rule unless the opposing lawyer knows of, or has been provided with, a written notice of appearance under which, or a written notice of the time period during which, the opposing lawyer is to communicate with the limited representation lawyer as to the subject matter within the limited scope of the representation.</p>
Rule 4.3	<p>(a): same as MR text but ends third sentence after “counsel”</p> <p>Adds (b): An otherwise unrepresented person to whom limited representation is being provided or has been provided in accordance with Rule Regulating The Florida Bar 4-1.2 is considered to be unrepresented for purposes of this rule unless the opposing lawyer knows of, or has been provided with, a written notice of appearance under which, or a written notice of time period during which, the opposing lawyer is to communicate with the limited representation lawyer as to the subject matter within the limited scope of the representation.</p>
Rule 4.4	(a): adds “knowingly” before “use methods”

Rule 5.1	<p>(a): adds “Duties Concerning Adherence to Rules of Professional Conduct.” to beginning and replaces “all lawyers in the firm” with “all lawyers therein”</p> <p>(b): adds “Supervisory Lawyer’s Duties” to beginning and replaces “A” with “Any”</p> <p>(c): adds “Responsibility for Rules Violations” to beginning</p> <p>(c)(1): replaces “or, with knowledge of the specific conduct” with “orders the specific conduct or, with knowledge thereof,”</p>
Rule 5.2	<p>(a): adds “Rules of Professional Conduct Apply.” to beginning</p> <p>(b): adds “Reliance on Supervisor’s Opinion”</p>
Rule 5.3	<p>Adds: (a) Use of Titles by Nonlawyer Assistants. A person who uses the title of paralegal, legal assistant, or other similar term when offering or providing services to the public must work for or under the direction or supervision of a lawyer or law firm.</p> <p>(b): same as MR intro paragraph but adds “Supervisory Responsibility.” to beginning and adds “or an authorized business entity as defined elsewhere in these Rules Regulating The Florida Bar” to end</p> <p>(b)(1) – (3) and (3)(A) and (B): same as MR (a) – (c) and (c)(1) and (2)</p> <p>Adds: (c) Ultimate Responsibility of Lawyer. Although paralegals or legal assistants may perform the duties delegated to them by the lawyer without the presence or active involvement of the lawyer, the lawyer shall review and be responsible for the work product of the paralegals or legal assistants.</p>
Rule 5.4	<p>(a): adds to beginning “Sharing Fees with Nonlawyers.”</p> <p>Adds (a)(2): a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that proportion of the total compensation that fairly represents the services rendered by the deceased lawyer;</p> <p>(a)(3): same as MR (a)(2) but replaces “pursuant” with “in accordance with” and adds “legally authorized” before “representative”</p> <p>Adds (a)(4): bonuses may be paid to nonlawyer employees for work performed, and may be based on their extraordinary efforts on a particular case or over a specified time period. Bonus payments shall not be based on cases or clients brought to the lawyer or law firm by the actions of the nonlawyer. A lawyer shall not provide a bonus payment that is calculated as a percentage of legal fees received by the lawyer or law firm; and</p> <p>(a)(5): same as MR (a)(4) but adds “pro bono legal services organization” after “non profit”</p> <p>(b): same as MR (a)(3) but adds “Qualified Pension Plans.” to beginning, replaces “compensation” with “qualified pension, profit-sharing” and adds “the lawyer’s or law firm’s contribution to” before “the plan”</p> <p>(c): same as MR (b) but adds “Partnership with Nonlawyer.” to beginning</p> <p>(d): same as MR (c) but adds “Exercise of Independent Professional Judgment” to beginning</p> <p>(e): same as MR (d) but adds “Nonlawyer Ownership of Authorized Business Entity.” to beginning</p> <p>(e)(1) – (3): same as MR (d)(1) – (3)</p>
Rule 5.5	<p>Title: replaces “Unauthorized” with “Unlicensed”</p>

	<p>(a): same as MR but adds “Practice of Law.” to beginning, adds “other than the lawyer’s home state” before “in violation” and adds “or in violation of the regulation of the legal profession in the lawyer’s home state” before “or assist”</p> <p>(b): adds “Establishing an Office and Holding Out as Lawyer Prohibited.” to beginning</p> <p>(b)(1): deletes “these Rules or,” replaces “systematic and continuous presence in this jurisdiction” with “regular presence in Florida”</p> <p>(c): adds “Authorized Temporary Practice by Lawyer Admitted in Another United States Jurisdiction.” to beginning, adds “and authorized to practice law” after “admitted,” replaces “and not” with “who has been neither” and adds “nor disciplined or held in contempt in Florida by reason of misconduct committed while engaged in the practice of law permitted pursuant to this rule” before “may provide”</p> <p>(c)(3); deletes material after “another jurisdiction” and before “and are not” and adds “the services” before “are not”</p> <p>Adds (c)(3)(A): if the services are performed for a client who resides in or has an office in the lawyer's home state, or</p> <p>(c)(3)(B): contains language deleted from MR (c)(3), replaces “if” with “where”</p> <p>(c)(4): ends paragraph after “(c)(3) and”</p> <p>Adds (c)(4)(A): are performed for a client who resides in or has an office in the jurisdiction in which the lawyer is authorized to practice, or</p> <p>(c)(4)(B): contains remainder of language from MR (c)(4)</p> <p>(d) Authorized Temporary Practice by Lawyer Admitted in a Non-United States Jurisdiction. A lawyer who is admitted only in a non-United States jurisdiction, who is a member in good standing of a recognized legal profession in a foreign jurisdiction whose members are admitted to practice as lawyers or counselors at law or the equivalent and are subject to effective regulation and discipline by a duly constituted professional body or a public authority, and who has been neither disbarred or suspended from practice in any jurisdiction nor disciplined or held in contempt in Florida by reason of misconduct committed while engaged in the practice of law permitted pursuant to this rule does not engage in the unlicensed practice of law in Florida when on a temporary basis the lawyer performs services in Florida that:</p> <p>(1) are undertaken in association with a lawyer who is admitted to practice in Florida and who actively participates in the matter;</p> <p>(2) are in or reasonably related to a pending or potential proceeding before a tribunal held or to be held in a jurisdiction outside the United States if the lawyer, or a person the lawyer is assisting, is authorized by law or by order of the tribunal to appear in such proceeding or reasonably expects to be so authorized;</p> <p>(3) are in or reasonably related to a pending or potential arbitration, mediation, or other alternative dispute resolution proceeding held or to be held in Florida or another jurisdiction and the services are not services for which the forum requires pro hac vice admission</p> <p>(A) if the services are performed for a client who resides in or has an office in</p>
--	---

	<p>the jurisdiction in which the lawyer is admitted to practice, or (B) where the services arise out of or are reasonably related to the lawyer's practice in a jurisdiction in which the lawyer is admitted to practice; or (4) are not within subdivisions (d)(2) or (d)(3), and (A) are performed for a client who resides or has an office in a jurisdiction in which the lawyer is authorized to practice to the extent of that authorization, or (B) arise out of or are reasonably related to a matter that has a substantial connection to a jurisdiction in which the lawyer is authorized to practice to the extent of that authorization; or (5) are governed primarily by international law or the law of a non-United States jurisdiction in which the lawyer is a member.</p>
Rule 5.6	Identical
Rule 5.7	<p>Title: replaces “Law-Related” with “Nonlegal” (a) Services Not Distinct From Legal Services. A lawyer who provides nonlegal services to a recipient that are not distinct from legal services provided to that recipient is subject to the Rules Regulating The Florida Bar with respect to the provision of both legal and nonlegal services. (b) Services Distinct From Legal Services. A lawyer who provides nonlegal services to a recipient that are distinct from any legal services provided to the recipient is subject to the Rules Regulating The Florida Bar with respect to the nonlegal services if the lawyer knows or reasonably should know that the recipient might believe that the recipient is receiving the protection of a client-lawyer relationship. (c) Services by Nonlegal Entity. A lawyer who is an owner, controlling party, employee, agent, or otherwise is affiliated with an entity providing nonlegal services to a recipient is subject to the Rules Regulating The Florida Bar with respect to the nonlegal services if the lawyer knows or reasonably should know that the recipient might believe that the recipient is receiving the protection of a client-lawyer relationship. (d) Effect of Disclosure of Nature of Service. Subdivision (b) or (c) does not apply if the lawyer makes reasonable efforts to avoid any misunderstanding by the recipient receiving nonlegal services. Those efforts must include advising the recipient, preferably in writing, that the services are not legal services and that the protection of a client-lawyer relationship does not exist with respect to the provision of nonlegal services to the recipient.</p>
Adds Rule 5.8	<p>Procedures for Lawyers Leaving Law Firms and Dissolution of Law Firms (a) Contractual Relationship Between Law Firm and Clients. The contract for legal services creates the legal relationships between the client and law firm and between the client and individual members of the law firm, including the ownership of the files maintained by the lawyer or law firm. Nothing in these rules creates or defines those relationships. (b) Client’s Right to Counsel of Choice. Clients have the right to expect that they may choose counsel when legal services are required and, with few exceptions, nothing that lawyers and law firms do shall have any effect on the exercise of that right. (c) Contact With Clients.</p>

	<p>(1) <i>Lawyers Leaving Law Firms.</i> Absent a specific agreement otherwise, a lawyer who is leaving a law firm shall not unilaterally contact those clients of the law firm for purposes of notifying them about the anticipated departure or to solicit representation of the clients unless the lawyer has approached an authorized representative of the law firm and attempted to negotiate a joint communication to the clients concerning the lawyer leaving the law firm and bona fide negotiations have been unsuccessful.</p> <p>(2) <i>Dissolution of Law Firm.</i> Absent a specific agreement otherwise, a lawyer involved in the dissolution of a law firm shall not unilaterally contact clients of the law firm unless, after bona fide negotiations, authorized members of the law firm have been unable to agree on a method to provide notice to clients.</p> <p>(d) Form for Contact With Clients.</p> <p>(1) <i>Lawyers Leaving Law Firms.</i> When a joint response has not been successfully negotiated, unilateral contact by individual members or the law firm shall give notice to clients that the lawyer is leaving the law firm and provide options to the clients to choose to remain a client of the law firm, to choose representation by the departing lawyer, or to choose representation by other lawyers or law firms.</p> <p>(2) <i>Dissolution of Law Firms.</i> When a law firm is being dissolved and no procedure for contacting clients has been agreed upon, unilateral contact by members of the law firm shall give notice to clients that the firm is being dissolved and provide options to the clients to choose representation by any member of the dissolving law firm, or representation by other lawyers or law firms.</p> <p>(3) <i>Liability for Fees and Costs.</i> In all instances, notice to the client required under this rule shall provide information concerning potential liability for fees for legal services previously rendered, costs expended, and how any deposits for fees or costs will be handled. In addition, if appropriate, notice shall be given that reasonable charges may be imposed to provide a copy of any file to a successor lawyer.</p> <p>(e) Nonresponsive Clients.</p> <p>(1) <i>Lawyers Leaving Law Firms.</i> In the event a client fails to advise the lawyers and law firm of the client's intention in regard to who is to provide future legal services when a lawyer is leaving the firm, the client shall be considered as remaining a client of the firm until the client advises otherwise.</p> <p>(2) <i>Dissolution of Law Firms.</i> In the event a client fails to advise the lawyers of the client's intention in regard to who is to provide future legal services when a law firm is dissolving, the client shall be considered as remaining a client of the lawyer who primarily provided the prior legal services on behalf of the firm until the client advises otherwise.</p>
<p>Rule 6.1</p>	<p>Pro Bono Public Service</p> <p>(a) Professional Responsibility. Each member of The Florida Bar in good standing, as part of that member's professional responsibility, should (1) render pro bono legal services to the poor and (2) participate, to the extent possible, in other pro bono service activities that directly relate to the legal needs of the</p>

	<p>poor. This professional responsibility does not apply to members of the judiciary or their staffs or to government lawyers who are prohibited from performing legal services by constitutional, statutory, rule, or regulatory prohibitions. Neither does this professional responsibility apply to those members of the bar who are retired, inactive, or suspended, or who have been placed on the inactive list for incapacity not related to discipline.</p> <p>(b) Discharge of the Professional Responsibility to Provide Pro Bono Legal Service to the Poor. The professional responsibility to provide pro bono legal services as established under this rule is aspirational rather than mandatory in nature. The failure to fulfill one's professional responsibility under this rule will not subject a lawyer to discipline. The professional responsibility to provide pro bono legal service to the poor may be discharged by:</p> <p>(1) annually providing at least 20 hours of pro bono legal service to the poor; or</p> <p>(2) making an annual contribution of at least \$350 to a legal aid organization.</p> <p>(c) Collective Discharge of the Professional Responsibility to Provide Pro Bono Legal Service to the Poor. Each member of the bar should strive to individually satisfy the member's professional responsibility to provide pro bono legal service to the poor. Collective satisfaction of this professional responsibility is permitted by law firms only under a collective satisfaction plan that has been filed previously with the circuit pro bono committee and only when providing pro bono legal service to the poor:</p> <p>(1) in a major case or matter involving a substantial expenditure of time and resources; or</p> <p>(2) through a full-time community or public service staff; or</p> <p>(3) in any other manner that has been approved by the circuit pro bono committee in the circuit in which the firm practices.</p> <p>(d) Reporting Requirement. Each member of the bar shall annually report whether the member has satisfied the member's professional responsibility to provide pro bono legal services to the poor. Each member shall report this information through a simplified reporting form that is made a part of the member's annual membership fees statement. The form will contain the following categories from which each member will be allowed to choose in reporting whether the member has provided pro bono legal services to the poor:</p> <p>(1) I have personally provided _____ hours of pro bono legal services;</p> <p>(2) I have provided pro bono legal services collectively by: (indicate type of case and manner in which service was provided);</p> <p>(3) I have contributed \$_____ to: (indicate organization to which funds were provided);</p> <p>(4) I have provided legal services to the poor in the following special manner: (indicate manner in which services were provided); or</p> <p>(5) I have been unable to provide pro bono legal services to the poor this year; or</p> <p>(6) I am deferred from the provision of pro bono legal services to the poor because I am: (indicate whether lawyer is: a member of the judiciary or</p>
--	---

	<p>judicial staff; a government lawyer prohibited by statute, rule, or regulation from providing services; retired, or inactive).</p> <p>The failure to report this information shall constitute a disciplinary offense under these rules.</p> <p>(e) Credit Toward Professional Responsibility in Future Years. In the event that more than 20 hours of pro bono legal service to the poor are provided and reported in any 1 year, the hours in excess of 20 hours may be carried forward and reported as such for up to 2 succeeding years for the purpose of determining whether a lawyer has fulfilled the professional responsibility to provide pro bono legal service to the poor in those succeeding years.</p> <p>(f) Out-of-State Members of the Bar. Out-of-state members of the bar may fulfill their professional responsibility in the states in which they practice or reside.</p>
Rule 6.2	<p>Intro paragraph: adds “when” to end</p> <p>(a): replaces “other law” with “of the law”</p>
Rule 6.3	<p>(b): deletes “or action”</p>
Rule 6.4	<p>Replaces “benefitted” with “affected”</p>
Rule 6.5	<p>Does not have MR 6.5</p> <p>Voluntary Pro Bono Plan</p> <p>(a) Purpose. The purpose of the voluntary pro bono attorney plan is to increase the availability of legal service to the poor. The following operating plan has as its goal the improvement of the availability of legal services to the poor and the expansion of present pro bono legal service programs. The following operating plan shall be implemented to accomplish this purpose and goal.</p> <p>(b) Standing Committee on Pro Bono Legal Service. The president-elect of The Florida Bar shall appoint a standing committee on pro bono legal service to the poor.</p> <p>(1) Composition of the Standing Committee. The standing committee shall be composed of:</p> <p>(A) 5 members of the board of governors The Florida Bar, 1 of whom shall be the chair or a member of the access to the legal system committee of the board of governors;</p> <p>(B) 5 past or current directors of The Florida Bar Foundation;</p> <p>(C) 1 trial judge and 1 appellate judge;</p> <p>(D) 2 representatives of civil legal assistance providers;</p> <p>(E) 2 representatives from local and statewide voluntary bar associations;</p> <p>(F) 2 public members, 1 of whom shall be a representative of the poor;</p> <p>(G) the president or designee of the Board of Directors of Florida Legal Services, Inc.; and</p> <p>(H) 1 representative of the out-of-state division of The Florida Bar.</p> <p>(2) Responsibilities of the Standing Committee. The standing committee shall:</p> <p>(A) receive reports from circuit committees submitted on standardized forms developed by the standing committee;</p> <p>(B) review and evaluate circuit court pro bono plans;</p> <p>(C) beginning in the first year in which individual attorney pro bono reports are due, submit an annual report as to the activities and results of the pro bono</p>

	<p>plan to the board of governors of The Florida Bar, The Florida Bar Foundation, and to the Supreme Court of Florida;</p> <p>(D) present to the board of governors of The Florida Bar and to the Supreme Court of Florida any suggested changes or modifications to the pro bono rules.</p> <p>(c) Circuit Pro Bono Committees. There shall be 1 circuit pro bono committee in each of the judicial circuits of Florida. In each judicial circuit the chief judge of the circuit, or the chief judge's designee, shall appoint and convene the initial circuit pro bono committee and the committee shall appoint its chair.</p> <p>(1) Composition of Circuit Court Pro Bono Committee. Each circuit pro bono committee shall be composed of:</p> <p>(A) the chief judge of the circuit or the chief judge's designee;</p> <p>(B) to the extent feasible, 1 or more representatives from each voluntary bar association, including each federal bar association, recognized by The Florida Bar and 1 representative from each pro bono and legal assistance provider in the circuit, which representatives shall be nominated by the association or provider; and</p> <p>(C) at least 1 public member and at least 1 client-eligible member, which members shall be nominated by the other members of the circuit pro bono committee.</p> <p>Governance and terms of service shall be determined by each circuit pro bono committee. Replacement and succession members shall be appointed by the chief judge of the circuit or the chief judge's designee, upon nomination by the association, the provider organization or the circuit pro bono committee, as the case may be, as deemed appropriate or necessary to ensure an active circuit pro bono committee in each circuit.</p> <p>(2) Responsibilities of Circuit Pro Bono Committee. The circuit pro bono committee shall:</p> <p>(A) prepare in written form a circuit pro bono plan after evaluating the needs of the circuit and making a determination of present available pro bono services;</p> <p>(B) implement the plan and monitor its results;</p> <p>(C) submit an annual report to The Florida Bar standing committee;</p> <p>(D) to the extent possible, current legal assistance and pro bono programs in each circuit shall be utilized to implement and operate circuit pro bono plans and provide the necessary coordination and administrative support for the circuit pro bono committee;</p> <p>(E) to encourage more lawyers to participate in pro bono activities, each circuit pro bono plan should provide various support and educational services for participating pro bono attorneys, which, to the extent possible, should include:</p> <p>(i) providing intake, screening, and referral of prospective clients;</p> <p>(ii) matching cases with individual attorney expertise, including the establishment of specialized panels;</p> <p>(iii) providing resources of litigation and out-of-pocket expenses for pro bono cases;</p> <p>(iv) providing legal education and training for pro bono attorneys in specialized areas of law useful in providing pro bono legal service;</p>
--	--

	<p>(v) providing the availability of consultation with attorneys who have expertise in areas of law with respect to which a volunteer lawyer is providing pro bono legal service;</p> <p>(vi) providing malpractice insurance for volunteer pro bono lawyers with respect to their pro bono legal service;</p> <p>(vii) establishing procedures to ensure adequate monitoring and follow-up for assigned cases and to measure client satisfaction; and</p> <p>(viii) recognition of pro bono legal service by lawyers.</p> <p>(d) The following are suggested pro bono service opportunities that should be included in each circuit plan:</p> <ol style="list-style-type: none"> (1) representation of clients through case referral; (2) interviewing of prospective clients; (3) participation in pro se clinics and other clinics in which lawyers provide advice and counsel; (4) acting as co-counsel on cases or matters with legal assistance providers and other pro bono lawyers; (5) providing consultation services to legal assistance providers for case reviews and evaluations; (6) participation in policy advocacy; (7) providing training to the staff of legal assistance providers and other volunteer pro bono attorneys; (8) making presentations to groups of poor persons regarding their rights and obligations under the law; (9) providing legal research; (10) providing guardian ad litem services; (11) providing assistance in the formation and operation of legal entities for groups of poor persons; and (12) serving as a mediator or arbitrator at no fee to the client-eligible party.
<p>Rule 7.1</p>	<p>General</p> <p>(a) Permissible Forms of Advertising. Subject to all the requirements set forth in this subchapter 4-7, including the filing requirements of rule 4-7.7, a lawyer may advertise services through public media, including but not limited to: print media, such as a telephone directory, legal directory, newspaper or other periodical; outdoor advertising, such as billboards and other signs; radio, television, and computer-accessed communications; recorded messages the public may access by dialing a telephone number; and written communication in accordance with rule 4-7.4.</p> <p>(b) Advertisements Disseminated in Florida. Subchapter 4-7 shall apply to lawyers admitted to practice law in Florida who solicit or advertise for legal employment in Florida or who target solicitations or advertisements for legal employment at Florida residents.</p> <p>(c) Advertisements by Out-of-State Lawyers. Subchapter 4-7 shall apply to lawyers admitted to practice law in jurisdictions other than Florida:</p> <ol style="list-style-type: none"> (1) who have established a regular and/or permanent presence in Florida for the practice of law as authorized by other law; and

	<p>(2) who solicit or advertise for legal employment in Florida or who target solicitations or advertisements for legal employment at Florida residents.</p> <p>(d) Advertisements Not Disseminated in Florida. Subchapter 4-7 shall not apply to any advertisement broadcast or disseminated in another jurisdiction in which the advertising lawyer is admitted if such advertisement complies with the rules governing lawyer advertising in that jurisdiction and is not intended for broadcast or dissemination within the state of Florida.</p> <p>(e) Communications With Family Members. Subchapter 4-7 shall not apply to communications between a lawyer and that lawyer's own family members.</p> <p>(f) Communications at a Prospective Client's Request. Subchapter 4-7 shall not apply to communications between a lawyer and a prospective client if made at the request of that prospective client.</p> <p>(g) Application of General Misconduct Rule. The general rule prohibiting a lawyer from engaging in conduct involving dishonesty, deceit, or misrepresentation applies to all communications by a lawyer, whether or not subchapter 4-7 applies to that communication.</p>
Rule 7.2	<p>Title: same as MR 7.1</p> <p>The following shall apply to any communication conveying information about a lawyer's or a law firm's services except as provided in subdivisions (e) and (f) of rule 4-7.1:</p> <p>(a) Required Content of Advertisements and Unsolicited Written Communications.</p> <p>(1) Name of Lawyer or Lawyer Referral Service. All advertisements and written communications pursuant to these rules shall include the name of at least 1 lawyer or the lawyer referral service responsible for their content.</p> <p>(2) Location of Practice. All advertisements and written communications provided for under these rules shall disclose, by city or town, 1 or more bona fide office locations of the lawyer or lawyers who will actually perform the services advertised. If the office location is outside a city or town, the county in which the office is located must be disclosed. A lawyer referral service shall disclose the geographic area in which the lawyer practices when a referral is made. For the purposes of this rule, a bona fide office is defined as a physical location maintained by the lawyer or law firm where the lawyer or law firm reasonably expects to furnish legal services in a substantial way on a regular and continuing basis.</p> <p>(b) Permissible Content of Advertisements and Unsolicited Written Communications. If the content of an advertisement in any public media or unsolicited written communication is limited to the following information, the advertisement or unsolicited written communication is exempt from the filing and review requirement and, if true, shall be presumed not to be misleading or deceptive.</p> <p>(1) Lawyers and Law Firms. A lawyer or law firm may include the following information in advertisements and unsolicited written communications:</p> <p>(A) the name of the lawyer or law firm subject to the requirements of this rule and rule 4-7.9, a listing of lawyers associated with the firm, office locations and parking arrangements, disability accommodations, telephone numbers,</p>

	<p>website addresses, and electronic mail addresses, office and telephone service hours, and a designation such as “attorney” or “law firm”;</p> <p>(B) date of admission to The Florida Bar and any other bars, current membership or positions held in The Florida Bar or its sections or committees, former membership or positions held in The Florida Bar or its sections or committees with dates of membership, former positions of employment held in the legal profession with dates the positions were held, years of experience practicing law, number of lawyers in the advertising law firm, and a listing of federal courts and jurisdictions other than Florida where the lawyer is licensed to practice;</p> <p>(C) technical and professional licenses granted by the state or other recognized licensing authorities and educational degrees received, including dates and institutions;</p> <p>(D) military service, including branch and dates of service;</p> <p>(E) foreign language ability;</p> <p>(F) fields of law in which the lawyer practices, including official certification logos, subject to the requirements of subdivision (c)(6) of this rule regarding use of terms such as certified, specialist, and expert;</p> <p>(G) prepaid or group legal service plans in which the lawyer participates;</p> <p>(H) acceptance of credit cards;</p> <p>(I) fee for initial consultation and fee schedule, subject to the requirements of subdivisions (c)(7) and (c)(8) of this rule regarding cost disclosures and honoring advertised fees;</p> <p>(J) common salutary language such as “best wishes,” “good luck,” “happy holidays,” or “pleased to announce”;</p> <p>(K) punctuation marks and common typographical marks;</p> <p>(L) an illustration of the scales of justice not deceptively similar to official certification logos or The Florida Bar logo, a gavel, traditional renditions of Lady Justice, the Statue of Liberty, the American flag, the American eagle, the State of Florida flag, an unadorned set of law books, the inside or outside of a courthouse, column(s), diploma(s), or a photograph of the lawyer or lawyers who are members of or employed by the firm against a plain background consisting of a single solid color or a plain unadorned set of law books.</p> <p>(2) Lawyer Referral Services. A lawyer referral service may advertise its name, location, telephone number, the referral fee charged, its hours of operation, the process by which referrals are made, the areas of law in which referrals are offered, the geographic area in which the lawyers practice to whom those responding to the advertisement will be referred, and, if applicable, its nonprofit status, its status as a lawyer referral service approved by The Florida Bar, and the logo of its sponsoring bar association.</p> <p>(3) Public Service Announcements. A lawyer or law firm may be listed as a sponsor of a public service announcement or charitable, civic, or community program or event as long as the information about the lawyer or law firm is limited to the permissible content set forth in subdivision (b)(1) of this rule.</p> <p>(c) Prohibitions and General Regulations Governing Content of Advertisements and Unsolicited Written Communications.</p>
--	---

	<p>(1) Statements About Legal Services. A lawyer shall not make or permit to be made a false, misleading, or deceptive communication about the lawyer or the lawyer's services. A communication violates this rule if it:</p> <ul style="list-style-type: none">(A) contains a material misrepresentation of fact or law;(B) is false or misleading;(C) fails to disclose material information necessary to prevent the information supplied from being false or misleading;(D) is unsubstantiated in fact;(E) is deceptive;(F) contains any reference to past successes or results obtained;(G) promises results;(H) states or implies that the lawyer can achieve results by means that violate the Rules of Professional Conduct or other law;(I) compares the lawyer's services with other lawyers' services, unless the comparison can be factually substantiated; or(J) contains a testimonial. <p>(2) Descriptive Statements. A lawyer shall not make statements describing or characterizing the quality of the lawyer's services in advertisements and unsolicited written communications.</p> <p>(3) Prohibited Visual and Verbal Portrayals and Illustrations. A lawyer shall not include in any advertisement or unsolicited written communication any visual or verbal descriptions, depictions, illustrations, or portrayals of persons, things, or events that are deceptive, misleading, manipulative, or likely to confuse the viewer.</p> <p>(4) Advertising Areas of Practice. A lawyer or law firm shall not advertise for legal employment in an area of practice in which the advertising lawyer or law firm does not currently practice law.</p> <p>(5) Stating or Implying Florida Bar Approval. A lawyer or law firm shall not make any statement that directly or impliedly indicates that the communication has received any kind of approval from The Florida Bar.</p> <p>(6) Communication of Fields of Practice. A lawyer may communicate the fact that the lawyer does or does not practice in particular fields of law. A lawyer shall not state or imply that the lawyer is "certified," "board certified," a "specialist," or an "expert" except as follows:</p> <ul style="list-style-type: none">(A) Florida Bar Certified Lawyers. A lawyer who complies with the Florida certification plan as set forth in chapter 6, Rules Regulating The Florida Bar, may inform the public and other lawyers of the lawyer's certified areas of legal practice. Such communications should identify The Florida Bar as the certifying organization and may state that the lawyer is "certified," "board certified," a "specialist in (area of certification)," or an expert in (area of certification)."(B) Lawyers Certified by Organizations Other Than The Florida Bar or Another State Bar. A lawyer certified by an organization other than The Florida Bar or another state bar may inform the public and other lawyers of the lawyer's certified area(s) of legal practice by stating that the lawyer is "certified," "board certified," a "specialist in (area of certification)," or an
--	--

	<p>“expert in (area of certification)” if:</p> <p>(i) the organization’s program has been accredited by The Florida Bar as provided elsewhere in these Rules Regulating The Florida Bar; and,</p> <p>(ii) the member includes the full name of the organization in all communications pertaining to such certification.</p> <p>(C) Certification by Other State Bars. A lawyer certified by another state bar may inform the public and other lawyers of the lawyer’s certified area(s) of legal practice and may state in communications to the public that the lawyer is “certified,” “board certified,” a “specialist in (area of certification),” or an “expert in (area of certification)” if:</p> <p>(i) the state bar program grants certification on the basis of standards reasonably comparable to the standards of the Florida certification plan as set forth in chapter 6, Rules Regulating The Florida Bar, as determined by The Florida Bar; and,</p> <p>(ii) the member includes the name of the state bar in all communications pertaining to such certification.</p> <p>(7) Disclosure of Liability For Expenses Other Than Fees. Every advertisement and unsolicited written communication that contains information about the lawyer’s fee, including those that indicate no fee will be charged in the absence of a recovery, shall disclose whether the client will be liable for any expenses in addition to the fee.</p> <p>(8) Period for Which Advertised Fee Must be Honored. A lawyer who advertises a specific fee or range of fees for a particular service shall honor the advertised fee or range of fees for at least 90 days unless the advertisement specifies a shorter period; provided that, for advertisements in the yellow pages of telephone directories or other media not published more frequently than annually, the advertised fee or range of fees shall be honored for no less than 1 year following publication.</p> <p>(9) Firm Name. A lawyer shall not advertise services under a name that violates the provisions of rule 7.9.</p> <p>(10) Language of Required Statements. Any words or statements required by this subchapter to appear in an advertisement or direct mail communication must appear in the same language in which the advertisement appears. If more than 1 language is used in an advertisement or direct mail communication, any words or statements required by this subchapter must appear in each language used in the advertisement or direct mail communication.</p> <p>(11) Appearance of Required Statements. Any words or statements required by this subchapter to appear in an advertisement or direct mail communication must be clearly legible if written or intelligible if spoken aloud.</p> <p>(12) Payment by Nonadvertising Lawyer. No lawyer shall, directly or indirectly, pay all or a part of the cost of an advertisement by a lawyer not in the same firm. Rule 4-1.5(f)(4)(D) (regarding the division of contingency fees) is not affected by this provision even though the lawyer covered by rule 4-1.5(f)(4)(D)(ii) advertises.</p> <p>(13) Referrals to Another Lawyer. If the case or matter will be referred to another lawyer or law firm, the communication shall include a statement so</p>
--	---

	<p>advising the prospective client.</p> <p>(14) Payment for Recommendations; Lawyer Referral Service Fees. A lawyer shall not give anything of value to a person for recommending the lawyer's services, except that a lawyer may pay the reasonable cost of advertising or written or recorded communication permitted by these rules, may pay the usual charges of a lawyer referral service or other legal service organization, and may purchase a law practice in accordance with rule 4-1.17.</p>
Rule 7.3	<p>Advertisements in the Public Print Media</p> <p>(a) Advertisements disseminated in the public print media are subject to the requirements of rule 4-7.2.</p>
Rule 7.4	<p>Title: same as MR 7.3</p> <p>(a) Solicitation. Except as provided in subdivision (b) of this rule, a lawyer shall not solicit professional employment from a prospective client with whom the lawyer has no family or prior professional relationship, in person or otherwise, when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain. A lawyer shall not permit employees or agents of the lawyer to solicit on the lawyer's behalf. A lawyer shall not enter into an agreement for, charge, or collect a fee for professional employment obtained in violation of this rule. The term "solicit" includes contact in person, by telephone, telegraph, or facsimile, or by other communication directed to a specific recipient and includes (i) any written form of communication directed to a specific recipient and not meeting the requirements of subdivision (b) of this rule, and (ii) any electronic mail communication directed to a specific recipient and not meeting the requirements of subdivision (c) of rule 4-7.6.</p> <p>(b) Written Communication Sent on an Unsolicited Basis.</p> <p>(1) A lawyer shall not send, or knowingly permit to be sent, on the lawyer's behalf or on behalf of the lawyer's firm or partner, an associate, or any other lawyer affiliated with the lawyer or the lawyer's firm, an unsolicited written communication directly or indirectly to a prospective client for the purpose of obtaining professional employment if:</p> <p>(A) the written communication concerns an action for personal injury or wrongful death or otherwise relates to an accident or disaster involving the person to whom the communication is addressed or a relative of that person, unless the accident or disaster occurred more than 30 days prior to the mailing of the communication;</p> <p>(B) the written communication concerns a specific matter and the lawyer knows or reasonably should know that the person to whom the communication is directed is represented by a lawyer in the matter;</p> <p>(C) it has been made known to the lawyer that the person does not want to receive such communications from the lawyer;</p> <p>(D) the communication involves coercion, duress, fraud, overreaching, harassment, intimidation, or undue influence;</p> <p>(E) the communication contains a false, fraudulent, misleading, or deceptive statement or claim or is improper under subdivision (c)(1) of rule 4-7.2;</p> <p>(F) the lawyer knows or reasonably should know that the physical, emotional, or mental state of the person makes it unlikely that the person would exercise</p>

<p>reasonable judgment in employing a lawyer.</p> <p>(G) the communication concerns a request for an injunction for protection against any form of physical violence and is addressed to the respondent in the injunction petition, if the lawyer knows or reasonably should know that the respondent named in the injunction petition has not yet been served with notice of process in the matter.</p> <p>(2) Written communications to prospective clients for the purpose of obtaining professional employment are subject to the following requirements:</p> <p>(A) Written communications to a prospective client are subject to the requirements of rule 4-7.2.</p> <p>(B) The first page of such written communications shall be plainly marked “advertisement” in red ink, and the lower left corner of the face of the envelope containing a written communication likewise shall carry a prominent, red “advertisement” mark. If the written communication is in the form of a self-mailing brochure or pamphlet, the “advertisement” mark in red ink shall appear on the address panel of the brochure or pamphlet and on the inside of the brochure or pamphlet. Brochures solicited by clients or prospective clients need not contain the “advertisement” mark.</p> <p>(C) Written communications mailed to prospective clients shall be sent only by regular U.S. mail, not by registered mail or other forms of restricted delivery.</p> <p>(D) Every written communication shall be accompanied by a written statement detailing the background, training and experience of the lawyer or law firm. This statement must include information about the specific experience of the advertising lawyer or law firm in the area or areas of law for which professional employment is sought. Every written communication disseminated by a lawyer referral service shall be accompanied by a written statement detailing the background, training, and experience of each lawyer to whom the recipient may be referred.</p> <p>(E) If a contract for representation is mailed with the written communication, the top of each page of the contract shall be marked “SAMPLE” in red ink in a type size 1 size larger than the largest type used in the contract and the words “DO NOT SIGN” shall appear on the client signature line.</p> <p>(F) The first sentence of any written communication prompted by a specific occurrence involving or affecting the intended recipient of the communication or a family member shall be: “If you have already retained a lawyer for this matter, please disregard this letter.”</p> <p>(G) Written communications shall not be made to resemble legal pleadings or other legal documents. This provision does not preclude the mailing of brochures and pamphlets.</p> <p>(H) If a lawyer other than the lawyer whose name or signature appears on the communication will actually handle the case or matter, any written communication concerning a specific matter shall include a statement so advising the client.</p> <p>(I) Any written communication prompted by a specific occurrence involving or affecting the intended recipient of the communication or a family member</p>

	<p>shall disclose how the lawyer obtained the information prompting the communication. The disclosure required by this rule shall be specific enough to help the recipient understand the extent of the lawyer's knowledge regarding the recipient's particular situation.</p> <p>(J) A written communication seeking employment by a specific prospective client in a specific matter shall not reveal on the envelope, or on the outside of a self-mailing brochure or pamphlet, the nature of the client's legal problem.</p>
<p>Rule 7.5</p>	<p>Advertisements in the Electronic Media Other Than Computer-Accessed Communications</p> <p>(a) Generally. With the exception of computer-based advertisements (which are subject to the special requirements set forth in rule 4-7.6), all advertisements in the electronic media, including but not limited to television and radio, are subject to the requirements of rule 4-7.2.</p> <p>(b) Appearance on Television or Radio. Advertisements on the electronic media such as television and radio shall conform to the requirements of this rule.</p> <p>(1) <i>Prohibited Content.</i> Television and radio advertisements shall not contain:</p> <p>(A) any feature that is deceptive, misleading, manipulative, or that is likely to confuse the viewer;</p> <p>(B) any spokesperson's voice or image that is recognizable to the public; or</p> <p>(C) any background sound other than instrumental music.</p> <p>(2) <i>Permissible Content.</i> Television and radio advertisements may contain:</p> <p>(A) images that otherwise conform to the requirements of these rules; or</p> <p>(B) a non-attorney spokesperson speaking on behalf of the lawyer or law firm, as long as the spokesperson is not a celebrity recognizable to the public. If a spokesperson is used, the spokesperson shall provide a spoken disclosure identifying the spokesperson as a spokesperson and disclosing that the spokesperson is not a lawyer.</p>
<p>Rule 7.6</p>	<p>Does not have MR 7.6</p> <p>Computer-Accessed Communications</p> <p>(a) Definition. For purposes of this subchapter, "computer-accessed communications" are defined as information regarding a lawyer's or law firm's services that is read, viewed, or heard directly through the use of a computer. Computer-accessed communications include, but are not limited to, Internet presences such as websites, unsolicited electronic mail communications, and information concerning a lawyer's or law firm's services that appears on internet search engine screens and elsewhere.</p> <p>(b) Internet Presence. All websites accessed via the Internet that are controlled or sponsored by a lawyer or law firm and that contain information concerning the lawyer's or law firm's services:</p> <p>(1) shall disclose all jurisdictions in which the lawyer or members of the law firm are licensed to practice law;</p> <p>(2) shall disclose 1 or more bona fide office locations of the lawyer or law firm, in accordance with subdivision (a)(2) of rule 4-7.2; and</p> <p>(3) are subject to the requirements of rule 4-7.2.</p> <p>(c) Electronic Mail Communications. A lawyer shall not send, or knowingly</p>

	<p>permit to be sent, on the lawyer's behalf or on behalf of the lawyer's firm or partner, an associate, or any other lawyer affiliated with the lawyer or the lawyer's firm, an unsolicited electronic mail communication directly or indirectly to a prospective client for the purpose of obtaining professional employment unless:</p> <p>(1) the requirements of rule 4-7.2 and subdivisions (b)(1), (b)(2)(A), (b)(2)(D), (b)(2)(E), (b)(2)(F), (b)(2)(G), (b)(2)(H) and (b)(2)(I) of rule 4-7.4 are met;</p> <p>(2) the communication discloses 1 or more bona fide office locations of the lawyer or lawyers who will actually perform the services advertised, in accordance with subdivision (a)(2) of rule 4-7.2; and</p> <p>(3) the subject line of the communication begins with "LEGAL ADVERTISEMENT"</p> <p>(d) Advertisements. All unsolicited computer-accessed communications concerning a lawyer's or law firm's services, not addressed by other provisions of this rule are subject to the requirements of rule 4-7.2.</p>
Adds Rule 7.7	<p>Evaluation of Advertisements</p> <p>(a) Filing and Advisory Opinion. Subject to the exemptions stated in rule 4-7.8, any lawyer who advertises services through any public media or through written communications sent on an unsolicited basis to prospective clients shall file a copy of each such advertisement with The Florida Bar at its headquarters address in Tallahassee for evaluation of compliance with these rules.</p> <p>(1) Television and Radio Advertisements. The following shall apply to television and radio advertisements:</p> <p>(A) Prior Review of Television and Radio Advertisements. All television and radio advertisements required to be filed for review must be filed at least 20 days prior to the lawyer's first dissemination of the advertisement so as to provide a 15-day evaluation period plus 5 days' mailing time.</p> <p>(B) Voluntary Prior Filing. A lawyer may obtain an advisory opinion concerning the compliance of a contemplated television or radio advertisement prior to production of the advertisement by submitting to The Florida Bar a script, a printed copy of any on-screen text, a description of any visual images to be used in a television advertisement, and the fee specified in this rule. The voluntary prior submission shall not satisfy the filing and evaluation requirements of these rules, but The Florida Bar shall charge no additional fee for evaluation of the completed advertisement for which a complete voluntary prior filing has been made.</p> <p>(C) Evaluation of Advertisements. The Florida Bar shall evaluate all advertisements filed with it pursuant to this rule for compliance with the applicable rules set forth in this subchapter 4-7. The Florida Bar shall complete its evaluation and shall notify the lawyer whether the advertisement is in compliance with subchapter 4-7 within 15 days of receipt of a complete filing plus 5 days' mailing time. If The Florida Bar does not send any communication to the filer within 15 days of receipt of a complete filing, the advertisement will be deemed approved.</p> <p>(D) Substantiating Information. Evaluation of television and radio</p>

advertisements conducted under this subdivision is limited to determination of compliance with subchapter 4-7 and does not extend to substantiation of factual claims or statements contained in the advertisements. Notice of compliance with subchapter 4-7 does not alter the lawyer's responsibility for the accuracy of factual claims or statements.

(E) Notice of Evaluation; Effect of Use of Advertisement. A lawyer may disseminate a television or radio advertisement upon receipt of notification by The Florida Bar that the advertisement complies with subchapter 4-7. A lawyer who disseminates an advertisement not in compliance with subchapter 4-7, whether the advertisement was filed or not, is subject to discipline and sanctions as provided in these Rules Regulating The Florida Bar.

(F) Reliance on Notice of Compliance. A finding of compliance by The Florida Bar in television and radio advertisements shall be binding on The Florida Bar in a grievance proceeding unless the advertisement contains a misrepresentation that is not apparent from the face of the advertisement.

(2) Other Advertisements. The following shall apply to advertisements other than television and radio:

(A) Filing and Review. All other advertisements required to be filed for review must be filed either prior to or concurrently with the lawyer's first dissemination of the advertisement or written communication.

(B) Voluntary Prior Filing. A lawyer may obtain an advisory opinion concerning the compliance of a contemplated advertisement or written communication that is not required to be filed prior to its first use in advance of disseminating the advertisement or communication by submitting the material and fee specified in subdivision (b) of this rule to The Florida Bar at least 15 days prior to such dissemination. If The Florida Bar finds that the advertisement complies with these rules, the lawyer's voluntary submission shall be deemed to satisfy the filing requirement set forth in this rule.

(C) Evaluation of Advertisements. The Florida Bar shall evaluate all advertisements and written communications filed with it pursuant to this subdivision for compliance with the applicable rules set forth in this subchapter 4-7. The Florida Bar shall complete its evaluation within 15 days of receipt of a complete filing unless The Florida Bar determines that there is reasonable doubt that the advertisement or written communication is in compliance with the rules and that further examination is warranted but cannot be completed within the 15-day period, and so advises the filer within the 15-day period. In the latter event, The Florida Bar shall complete its review as promptly as the circumstances reasonably allow. If The Florida Bar does not send any communication to the filer within 15 days of receipt of a complete filing, the advertisement will be deemed approved. The 15-day evaluation period shall not apply to advertisements that are exempt from the filing requirement as set forth in rule 4-7.8, but The Florida Bar shall complete its review as promptly as the circumstances reasonably allow. A lawyer may not obtain an advisory opinion concerning communications that are not subject to subchapter 4-7 as listed in rule 4-7.1(e) through (h).

(D) Substantiating Information. If requested to do so by The Florida Bar, the

	<p>filing lawyer shall submit information to substantiate representations made or implied in that lawyer's advertisement or written communication.</p> <p>(E) Notice of Noncompliance. When The Florida Bar determines that an advertisement or written communication is not in compliance with the applicable rules, The Florida Bar shall advise the lawyer that dissemination or continued dissemination of the advertisement or written communication may result in professional discipline.</p> <p>(F) Reliance on Notice of Compliance. A finding of compliance by The Florida Bar shall be binding in a grievance proceeding, unless the advertisement contains a misrepresentation that is not apparent from the face of the advertisement.</p> <p>(b) Contents of Filing. A filing with The Florida Bar as required or permitted by subdivision (a) shall consist of:</p> <ol style="list-style-type: none">(1) a copy of the advertisement or communication in the form or forms in which it is to be disseminated and is readily capable of duplication by The Florida Bar (e.g., videotapes, audiotapes, print media, photographs of outdoor advertising);(2) a transcript, if the advertisement or communication is on videotape or audiotape;(3) a printed copy of all text used in the advertisement, including both spoken language and on-screen text;(4) an accurate English translation, if the advertisement appears in a language other than English;(5) a sample envelope in which the written communication will be enclosed, if the communication is to be mailed;(6) a statement listing all media in which the advertisement or communication will appear, the anticipated frequency of use of the advertisement or communication in each medium in which it will appear, and the anticipated time period during which the advertisement or communication will be used; and(7) a fee paid to The Florida Bar, in an amount of \$150 for submissions timely filed as provided in subdivision (a), or \$250 for submissions not timely filed. This fee shall be used to offset the cost of evaluation and review of advertisements submitted under these rules and the cost of enforcing these rules. <p>(c) Change of Circumstances; Refiling Requirement. If a change of circumstances occurring subsequent to The Florida Bar's evaluation of an advertisement or written communication raises a substantial possibility that the advertisement or communication has become false or misleading as a result of the change in circumstances, the lawyer shall promptly refile the advertisement or a modified advertisement with The Florida Bar at its headquarters address in Tallahassee along with an explanation of the change in circumstances and an additional fee set by the board of governors but not exceeding \$100.</p> <p>(d) Maintaining Copies of Advertisements. A copy or recording of an advertisement or written or recorded communication shall be submitted to The Florida Bar in accordance with the requirements of rule 4-7.7, and the lawyer</p>
--	---

	<p>shall retain a copy or recording for 3 years after its last dissemination along with a record of when and where it was used. If identical written communications are sent to 2 or more prospective clients, the lawyer may comply with this requirement by filing 1 of the identical written communications and retaining for 3 years a single copy together with a list of the names and addresses of persons to whom the written communication was sent.</p>
<p>Adds Rule 7.8</p>	<p>Exemptions from the Filing and Review Requirement The following are exempt from the filing requirements of rule 4-7.7:</p> <ul style="list-style-type: none"> (a) any advertisement in any of the public media, including the yellow pages of telephone directories, that contains neither illustrations nor information other than permissible content of advertisements listed in rule 4-7.2(b). (b) a brief announcement in any of the public media that identifies a lawyer or law firm as a contributor to a specified charity or as a sponsor of a public service announcement or a specified charitable, community, or public interest program, activity, or event, provided that the announcement contains no information about the lawyer or law firm other than permissible content of advertisements listed in rule 4-7.2(b) and the fact of the sponsorship or contribution. In determining whether an announcement is a public service announcement for purposes of this rule and the rule setting forth permissible content of advertisements, the following are criteria that may be considered: <ul style="list-style-type: none"> (1) whether the content of the announcement appears to serve the particular interests of the lawyer or law firm as much as or more than the interests of the public; (2) whether the announcement contains information concerning the lawyer's or law firm's area of practice, legal background, or experience; (3) whether the announcement contains the address or telephone number of the lawyer or law firm; (4) whether the announcement concerns a legal subject; (5) whether the announcement contains legal advice; and (6) whether the lawyer or law firm paid to have the announcement published. (c) A listing or entry in a law list or bar publication. (d) a communication mailed only to existing clients, former clients, or other lawyers. (e) Professional announcement cards stating new or changed associations, new offices, and similar changes relating to a lawyer or law firm, and that are mailed only to other lawyers, relatives, close personal friends, and existing or former clients. (f) Computer-accessed communications as described in subdivision (b) of rule 4-7.6.
<p>Adds Rule 7.9</p>	<p>Title: same as MR 7.5</p> <ul style="list-style-type: none"> (a) False, Misleading, or Deceptive. A lawyer shall not use a firm name, letterhead, or other professional designation that is false, misleading, or deceptive as set forth in subdivision (c)(1) of rule 4-7.2. (b) Trade Names. A lawyer may practice under a trade name if the name is not deceptive and does not imply a connection with a government agency or with a

	<p>public or charitable legal services organization, does not imply that the firm is something other than a private law firm, and is not false, misleading, or deceptive as set forth in subdivision (c)(1) of rule 4-7.2. A lawyer in private practice may use the term “legal clinic” or “legal services” in conjunction with the lawyer’s own name if the lawyer’s practice is devoted to providing routine legal services for fees that are lower than the prevailing rate in the community for those services.</p> <p>(c) Advertising Under Trade Name. A lawyer shall not advertise under a trade or fictitious name, except that a lawyer who actually practices under a trade name as authorized by subdivision (b) may use that name in advertisements. A lawyer who advertises under a trade or fictitious name shall be in violation of this rule unless the same name is the law firm name that appears on the lawyer’s letterhead, business cards, office sign, and fee contracts, and appears with the lawyer’s signature on pleadings and other legal documents.</p> <p>(d): same as MR 7.5(b) but adds “Law Firm with Offices in More Than 1 Jurisdiction.” to beginning and deletes “or other professional designation” after “same name”</p> <p>(e): same as MR 7.5(c) but adds “Name of Public Officer in Firm Name.” to beginning</p> <p>(f): same as MR 7.5(d) but adds “Partnerships and Authorized Business Entities.” to beginning and replaces “other organization” with authorized business entity”</p> <p>(g) Insurance Staff Attorneys. Where otherwise consistent with these rules, lawyers who practice law as employees within a separate unit of a liability insurer representing others pursuant to policies of liability insurance may practice under a name that does not constitute a material misrepresentation. In order for the use of a name other than the name of the insurer not to constitute a material misrepresentation, all lawyers in the unit must comply with all of the following:</p> <ol style="list-style-type: none"> (1) the firm name must include the name of a lawyer who has supervisory responsibility for all lawyers in the unit; (2) the office entry signs, letterhead, business cards, websites, announcements, advertising, and listings or entries in a law list or bar publication bearing the name must disclose that the lawyers in the unit are employees of the insurer; (3) the name of the insurer and the employment relationship must be disclosed to all insured clients and prospective clients of the lawyers, and must be disclosed in the official file at the lawyers’ first appearance in the tribunal in which the lawyers appear under such name; (4) the offices, personnel, and records of the unit must be functionally and physically separate from other operations of the insurer to the extent that would be required by these rules if the lawyers were private practitioners sharing space with the insurer; and (5) additional disclosure should occur whenever the lawyer knows or reasonably should know that the lawyer’s role is misunderstood by the insured client or prospective clients.
<p>Adds Rule</p>	<p>Lawyer Referral Services</p>

7.10	<p>(a) When Lawyers May Accept Referrals. A lawyer shall not accept referrals from a lawyer referral service, and it shall be a violation of these Rules Regulating The Florida Bar to do so, unless the service</p> <ol style="list-style-type: none">(1) engages in no communication with the public and in no direct contact with prospective clients in a manner that would violate the Rules of Professional Conduct if the communication or contact were made by the lawyer;(2) receives no fee or charge that constitutes a division or sharing of fees, unless the service is a not-for-profit service approved by The Florida Bar pursuant to chapter 8 of these rules;(3) refers clients only to persons lawfully permitted to practice law in Florida when the services to be rendered constitute the practice of law in Florida;(4) carries or requires each lawyer participating in the service to carry professional liability insurance in an amount not less than \$100,000 per claim or occurrence;(5) furnishes The Florida Bar, on a quarterly basis, with the names and Florida bar membership numbers of all lawyers participating in the service;(6) furnishes The Florida Bar, on a quarterly basis, the names of all persons authorized to act on behalf of the service;(7) responds in writing, within 15 days, to any official inquiry by bar counsel when bar counsel is seeking information described in this subdivision or conducting an investigation into the conduct of the service or an attorney who accepts referrals from the service;(8) neither represents nor implies to the public that the service is endorsed or approved by The Florida Bar, unless the service is subject to chapter 8 of these rules;(9) uses its actual legal name or a registered fictitious name in all communications with the public; and(10) affirmatively states in all advertisements that it is a lawyer referral service. <p>(b) Responsibility of Lawyer. A lawyer who accepts referrals from a lawyer referral service is responsible for ensuring that any advertisements or written communications used by the service comply with the requirements of the Rules Regulating The Florida Bar, and that the service is in compliance with the provisions of this subchapter. It shall be a violation of these Rules Regulating The Florida Bar and a failure of such responsibility if the lawyer knows or should have known that the service is not in compliance with applicable rules or if the lawyer failed to seek information necessary to determine compliance.</p> <p>(c) Definition of Lawyer Referral Service. A "lawyer referral service" is:</p> <ol style="list-style-type: none">(1) any person, group of persons, association, organization, or entity that receives any consideration, monetary or otherwise, given in exchange for referring or causing the direct or indirect referral of a potential client to a lawyer selected from a specific group or panel of lawyers; or(2) any group or pooled advertising program operated by any person, group of persons, association, organization, or entity wherein the legal services advertisements utilize a common telephone number and potential clients are
------	--

	<p>then referred only to lawyers or law firms participating in the group or pooled advertising program.</p> <p>A pro bono referral program, in which the participating lawyers do not pay a fee or charge of any kind to receive referrals or to belong to the referral panel, and are undertaking the referred matters without expectation of remuneration, is not a lawyer referral service within the definition of this rule.</p>
Rule 8.1	<p>Adds (c): commit an act that adversely reflects on the applicant's fitness to practice law. An applicant who commits such an act before admission, but which is discovered after admission, shall be subject to discipline under these rules.</p>
Rule 8.2	<p>(a): adds "Impugning Qualifications and Integrity of Judges or Other Officers." to beginning, adds "mediator, arbitrator" after "judge" and "juror or member of the venire" after "legal officer"</p> <p>(b): adds "Candidates for Judicial Office; Code of Judicial Conduct Applies." to beginning</p>
Rule 8.3	<p>(a): adds "Reporting Misconduct of Other Lawyers." to beginning</p> <p>(b): adds "Reporting Misconduct of Judges." to beginning</p> <p>(c): adds "Confidences Preserved." to beginning, adds "Provided further, however, that if a lawyer's participation in an approved lawyers assistance program is part of a disciplinary sanction this limitation shall not be applicable and a report about the lawyer who is participating as part of a disciplinary sanction shall be made to the appropriate disciplinary agency." to end</p> <p>Adds (d): Limited Exception for LOMAS Counsel. A lawyer employed by or acting on behalf of the Law Office Management Assistance Service (LOMAS) shall not have an obligation to disclose knowledge of the conduct of another member of The Florida Bar that raises a substantial question as to the other lawyer's fitness to practice, if the lawyer employed by or acting on behalf of LOMAS acquired the knowledge while engaged in a LOMAS review of the other lawyer's practice. Provided further, however, that if the LOMAS review is conducted as a part of a disciplinary sanction this limitation shall not be applicable and a report shall be made to the appropriate disciplinary agency.</p>
Rule 8.4	<p>Intro paragraph: A lawyer shall not</p> <p>(c): adds "except that it shall not be professional misconduct for a lawyer for a criminal law enforcement agency or regulatory agency to advise others about or to supervise another in an undercover investigation, unless prohibited by law or rule, and it shall not be professional misconduct for a lawyer employed in a capacity other than as a lawyer by a criminal law enforcement agency or regulatory agency to participate in an undercover investigation, unless prohibited by law or rule" to end</p> <p>(d): adds "in connection with the practice of law" after "conduct," adds "including to knowingly, or through callous indifference, disparage, humiliate, or discriminate against litigants, jurors, witnesses, court personnel, or other lawyers on any basis, including, but not limited to, on account of race, ethnicity, gender, religion, national origin, disability, marital status, sexual orientation, age, socioeconomic status, employment, or physical characteristic"</p>

	<p>to end</p> <p>Adds (g): fail to respond, in writing, to any official inquiry by bar counsel or a disciplinary agency, as defined elsewhere in these rules, when bar counsel or the agency is conducting an investigation into the lawyer's conduct. A written response shall be made:</p> <p>(1) within 15 days of the date of the initial written investigative inquiry by bar counsel, grievance committee, or board of governors;</p> <p>(2) within 10 days of the date of any follow-up written investigative inquiries by bar counsel, grievance committee, or board of governors;</p> <p>(3) within the time stated in any subpoena issued under these Rules Regulating The Florida Bar (without additional time allowed for mailing);</p> <p>(4) as provided in the Florida Rules of Civil Procedure or order of the referee in matters assigned to a referee; and</p> <p>(5) as provided in the Florida Rules of Appellate Procedure or order of the Supreme Court of Florida for matters pending action by that court.</p> <p>Except as stated otherwise herein or in the applicable rules, all times for response shall be calculated as provided elsewhere in these Rules Regulating The Florida Bar and may be extended or shortened by the bar counsel or the disciplinary agency making the official inquiry upon good cause shown; Failure to respond to an official inquiry with no good cause shown may be a matter of contempt and processed in accordance with rule 3-7.11(f) of these Rules Regulating The Florida Bar.</p> <p>Adds (h): willfully refuse, as determined by a court of competent jurisdiction, to timely pay a child support obligation; or</p> <p>Adds (i): engage in sexual conduct with a client or a representative of a client that exploits or adversely affects the interests of the client or the lawyer-client relationship. If the sexual conduct commenced after the lawyer-client relationship was formed it shall be presumed that the sexual conduct exploits or adversely affects the interests of the client or the lawyer-client relationship. A lawyer may rebut this presumption by proving by a preponderance of the evidence that the sexual conduct did not exploit or adversely affect the interests of the client or the lawyer-client relationship. The prohibition and presumption stated in this rule do not apply to a lawyer in the same firm as another lawyer representing the client if the lawyer involved in the sexual conduct does not personally provide legal services to the client and is screened from access to the file concerning the legal representation.</p>
Rule 8.5	<p>Jurisdiction</p> <p>A lawyer admitted to practice in this jurisdiction is subject to the disciplinary authority of this jurisdiction although engaged in practice elsewhere.</p>
Adds Rule 8.6	<p>Authorized Business Entities</p> <p>(a) Authorized Business Entities. Lawyers may practice law in the form of professional service corporations, professional limited liability companies, sole proprietorships, general partnerships, or limited liability partnerships organized or qualified under applicable law. Such forms of practice are authorized business entities under these rules.</p> <p>(b) Practice of Law Limited to Members of The Florida Bar. No authorized</p>

	<p>business entity may engage in the practice of law in the state of Florida or render advice under or interpretations of Florida law except through officers, directors, partners, managers, agents, or employees who are qualified to render legal services in this state.</p> <p>(c) Qualifications of Managers, Directors and Officers. No person shall serve as a partner, manager, director or executive officer of an authorized business entity and engage in the practice of law in Florida unless such person is legally qualified to render legal services in this state. For purposes of this rule the term "executive officer" shall include the president, vice-president, or any other officer who performs a policy-making function.</p> <p>(d) Violation of Statute or Rule. A lawyer who, while acting as a shareholder, member, officer, director, partner, proprietor, manager, agent, or employee of an authorized business entity and engaged in the practice of law in Florida, violates or sanctions the violation of the authorized business entity statutes or the Rules Regulating The Florida Bar shall be subject to disciplinary action.</p> <p>(e) Disqualification of Shareholder, Member, Proprietor, or Partner; Severance of Financial Interests. Whenever a shareholder of a professional service corporation, a member of a professional limited liability company, proprietor, or partner in a limited liability partnership becomes legally disqualified to render legal services in this state, said shareholder, member, proprietor, or partner shall sever all employment with and financial interests in such authorized business entity immediately. For purposes of this rule the term "legally disqualified" shall not include suspension from the practice of law for a period of time less than 91 days. Severance of employment and financial interests required by this rule shall not preclude the shareholder, member, proprietor, or partner from receiving compensation based on legal fees generated for legal services performed during the time when the shareholder, member, proprietor, or partner was legally qualified to render legal services in this state. This provision shall not prohibit employment of a legally disqualified shareholder, member, proprietor, or partner in a position that does not render legal service nor payment to an existing profit sharing or pension plan to the extent permitted in rules 3-6.1 and 4-5.4(a)(3), or as required by applicable law.</p> <p>(f) Cessation of Legal Services. Whenever all shareholders of a professional service corporation, or all members of a professional limited liability company, the proprietor of a solo practice, or all partners in a limited liability partnership become legally disqualified to render legal services in this state, the authorized business entity shall cease the rendition of legal services in Florida.</p> <p>(g) Application of Statutory Provisions. Unless otherwise provided in this rule, each shareholder, member, proprietor, or partner of an authorized business entity shall possess all rights and benefits and shall be subject to all duties applicable to such shareholder, member, proprietor, or partner provided by the statutes pursuant to which the authorized business entity was organized or qualified.</p>
--	---

As of November 24, 2009

Copyright © 2008 American Bar Association. All rights reserved. Nothing contained in these charts is to be considered the rendering of legal advice. The charts are intended for educational and informational purposes only. Information regarding variations from the ABA Model Rules should not be construed as representing policy of the American Bar Association. The charts are current as of the date shown on each. A jurisdiction may have amended its rules or proposals since the time its chart was created.