

**Comparison of Newly Adopted New York Rules of Professional Conduct
with ABA Model Rules**

	NEW YORK
Preamble	<p>New rules as adopted by New York Supreme Court to be effective 4/1/09. Variations from the Model Rules are noted. Rules only; comment comparison not included.</p> <p>[1] Replaces language after “As a representative of clients” with ‘a lawyer assumes many roles, including advisor, advocate, negotiator, and evaluator. As an officer of the legal system, each lawyer has a duty to uphold the legal process; to demonstrate respect for the legal system; to seek improvement of the law; and to promote access to the legal system and the administration of justice. In addition, a lawyer should further the public’s understanding of and confidence in the rule of law and the justice system because, in a constitutional democracy, legal institutions depend on popular participation and support to maintain their authority;’ Does not adopt [2] through [9]; Adds instead:</p> <p style="padding-left: 40px;"><i>[2] The touchstone of the client-lawyer relationship is the lawyer’s obligation to assert the client’s position under the rules of the adversary system, to maintain the client’s confidential information except in limited circumstances, and to act with loyalty during the period of the representation.</i></p> <p style="padding-left: 40px;"><i>[3] A lawyer’s responsibilities in fulfilling these many roles and obligations are usually harmonious. In the course of law practice, however, conflicts may arise among the lawyer’s responsibilities to clients, to the legal system and to the lawyer’s own interests. The Rules of Professional Conduct often prescribe terms for resolving such conflicts. Nevertheless, within the framework of the Rules, many difficult issues of professional discretion can arise. The lawyer must resolve such issues through the exercise of sensitive professional and moral judgment, guided by the basic principles underlying the Rules.</i></p> <p>[10] Replaces language after “self-governing” with “An independent legal profession is an important force in preserving government under law, because abuse of legal authority is more readily challenged by a profession whose members are not dependent on government for the right to practice law. To the extent that lawyers meet these professional obligations, the occasion for government regulation is obviated;” Does not adopt [11]; Replaces language in [12] with:</p> <p style="padding-left: 40px;"><i>The relative autonomy of the legal profession carries with it special responsibilities of self-governance. Every lawyer is responsible for observance of the Rules of Professional Conduct and also should aid in securing their observance by other lawyers. Neglect of these responsibilities compromises the independence of the profession and</i></p>

	<p><i>the public interest that it serves. Compliance with the Rules depends primarily upon the lawyer’s understanding of the Rules and desire to comply with the professional norms they embody for the benefit of clients and the legal system, and, secondarily, upon reinforcement by peer and public opinion. So long as its practitioners are guided by these principles, the law will continue to be a noble profession.</i></p> <p>Does not adopt [13].</p>
Scope	<p>[1] Adds to end: “The Rules state the minimum level of conduct below which no lawyer can fall without being subject to disciplinary action;”</p> <p>[16] Adds to beginning: “The Rules provide a framework for the ethical practice of law” and deletes last sentence.”</p>
Rule 1.0	<ul style="list-style-type: none"> • Adds: <ul style="list-style-type: none"> (a) <i>“Advertisement” means any public or private communication made by or on behalf of a lawyer or law firm about that lawyer or law firm’s services, the primary purpose of which is for the retention of the lawyer or law firm. It does not include communications to existing clients or other lawyers.</i> • Adds: <ul style="list-style-type: none"> (c) <i>“Computer-accessed communication” means any communication made by or on behalf of a lawyer or law firm that is disseminated through the use of a computer or related electronic device, including, but not limited to, web sites, weblogs, search engines, electronic mail, banner advertisements, pop-up and pop-under advertisements, chat rooms, list servers, instant messaging, or other internet presences, and any attachments or links related thereto.</i> • Adds: <ul style="list-style-type: none"> (d) <i>“Confidential information” is defined in Rule 1.6.</i> • “Confirmed in writing:” replaces language before “If it is not feasible” with “denotes (i) a writing from the person to the lawyer confirming that the person has given consent, (ii) a writing that the lawyer promptly transmits to the person confirming the person’s oral consent, or (iii) a statement by the person made on the record of any proceeding before a tribunal. If it is not feasible to obtain or transmit the writing at the time the person gives oral consent, then;” • Adds: <ul style="list-style-type: none"> (f) <i>“Differing interests” include every interest that will adversely affect either the judgment or the loyalty of a lawyer to a client, whether it be a conflicting, inconsistent, diverse, or other interest.</i> • Adds: <ul style="list-style-type: none"> (g) <i>“Domestic relations matter” denotes representation of a client in a claim, action or proceeding, or preliminary to the filing of a claim, action or proceeding, in either Supreme Court or Family Court, or in any court of appellate jurisdiction, for divorce, separation, annulment, custody, visitation, maintenance, child support or alimony, or to enforce or modify a judgment or order in connection with any such claim, action or proceeding.</i>

	<ul style="list-style-type: none"> • “Firm:” replaces “denotes” with “includes, but is not limited to;” • “Fraud:” adds to end: “provided that it does not include conduct that, although characterized as fraudulent by statute or administrative rule, lacks an element of scienter, deceit, intent to mislead, or knowing failure to correct misrepresentations that can be reasonably expected to induce detrimental reliance by another;” • “Informed consent:” deletes “adequate” before “information” and replaces language after “information” with “information adequate for the person to make an informed decision, and after the lawyer has adequately explained to the person the material risks of the proposed course of conduct and reasonably available alternatives;” • Adds: <i>(l) “Matter” includes any litigation, judicial or administrative proceeding, case, claim, application, request for a ruling or other determination, contract, controversy, investigation, charge, accusation, arrest, negotiation, arbitration, mediation or any other representation involving a specific party or parties.</i> • Adds: <i>(o) “Professional legal corporation” means a corporation, or an association treated as a corporation, authorized by law to practice law for profit.</i> Adds: <i>(p) “Qualified legal assistance organization” means an office or organization of one of the four types listed in Rule 7.2(b)(1)-(4) that meets all of the requirements thereof.</i> • “Reasonable:” adds to end: “When used in the context of conflict of interest determinations, “reasonable lawyer” denotes a lawyer acting from the perspective of a reasonably prudent and competent lawyer who is personally disinterested in commencing or continuing the representation;” • Adds: <i>(u) “Sexual relations” denotes sexual intercourse or the touching of an intimate part of the lawyer or another person for the purpose of sexual arousal, sexual gratification or sexual abuse.</i> • Adds: <i>(v) “State” includes the District of Columbia, Puerto Rico, and other federal territories and possessions.</i> • “Tribunal:” deletes “binding” throughout.
<p>Rule 1.1</p>	<p>Adds:</p> <p><i>(b) A lawyer shall not handle a legal matter that the lawyer knows or should know that the lawyer is not competent to handle, without associating with a lawyer who is competent to handle it.</i></p> <p><i>(c) A lawyer shall not intentionally:</i></p> <ul style="list-style-type: none"> <i>(1) fail to seek the objectives of the client through reasonably available means permitted by law and these Rules; or</i> <i>(2) prejudice or damage the client during the course of the representation except as permitted or required by these Rules.</i>

<p>Rule 1.2</p>	<p>(a) Replaces “paragraphs (c) and (d)” with “the provisions herein;” deletes sentence beginning with “A lawyer may take such action;” (c) Deletes “and” before “the client” and adds clause to end of sentence, “and where necessary notice is provided to the tribunal and/or opposing counsel;” (d) Changes “but a lawyer” to “except that the lawyer;” deletes everything after “conduct with a client;” Adds (e), (f), and (g): <i>(e) A lawyer may exercise professional judgment to waive or fail to assert a right or position of the client, or accede to reasonable requests of opposing counsel, when doing so does not prejudice the rights of the client.</i> <i>(f) A lawyer may refuse to aid or participate in conduct that the lawyer believes to be unlawful, even though there is some support for an argument that the conduct is legal.</i> <i>(g) A lawyer does not violate this Rule by being punctual in fulfilling all professional commitments, by avoiding offensive tactics, and by treating with courtesy and consideration all persons involved in the legal process.</i></p>
<p>Rule 1.3</p>	<p>Adds (b) and (c): <i>(b) A lawyer shall not neglect a legal matter entrusted to the lawyer.</i> <i>(c) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but the lawyer may withdraw as permitted under these Rules.</i></p>
<p>Rule 1.4</p>	<p>(a)(1) and (a)(1)(i) are the same as MR (a)(1); Adds (1)(ii) and (iii): <i>(ii) any information required by court rule or other law to be communicated to a client; and</i> <i>(iii) material developments in the matter including settlement or plea offers.</i> (a)(4) Adds “a client’s” before “reasonable;” (a)(5) Changes “the Rules of Professional Conduct” to “these Rules.”</p>
<p>Rule 1.5</p>	<p>(a) Changes “unreasonable...expenses” to “excessive or illegal fee or expense;” Adds middle sentence: “A fee is excessive when, after a review of the facts, a reasonable lawyer would be left with a definite and firm conviction that the fee is excessive;” changes “the reasonableness of a fee include” to “whether a fee is excessive may include;” (a)(2) Adds “or made known” after “apparent;” Replaces (b) with: <i>(b) A lawyer shall communicate to a client the scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible. This information shall be communicated to the client before or within a reasonable time after commencement of the representation and shall be in writing where required by statute or court rule. This provision shall not apply when the lawyer will charge a regularly represented client on the same basis or rate and perform services that are of the same general kind as previously rendered to</i></p>

and paid for by the client. Any changes in the scope of the representation or the basis or rate of the fee or expenses shall also be communicated to the client.

(c) Replaces entire sentence beginning with “A contingent fee agreement” with:

Promptly after a lawyer has been employed in a contingent fee matter, the lawyer shall provide the client with a writing stating the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal; litigation and other expenses to be deducted from the recovery; and whether such expenses are to be deducted before or, if not prohibited by statute or court rule, after the contingent fee is calculated;

Changes “The agreement must clearly” to “The writing must clearly;” deletes “or not” after “whether;” replaces “a written statement” with “a writing;”

(d)(1) is the same as MR (d)(2); does not adopt MR (d)(1); adds subparagraphs:

(2) a fee prohibited by law or rule of court;

(3) a fee based on fraudulent billing;

(4) a nonrefundable retainer fee; provided that a lawyer may enter into a retainer agreement with a client containing a reasonable minimum fee clause if it defines in plain language and sets forth the circumstances under which such fee may be incurred and how it will be calculated; or

(5) any fee in a domestic relations matter if:

(i) the payment or amount of the fee is contingent upon the securing of a divorce or of obtaining child custody or visitation or is in any way determined by reference to the amount of maintenance, support, equitable distribution, or property settlement;

(ii) a written retainer agreement has not been signed by the lawyer and client setting forth in plain language the nature of the relationship and the details of the fee arrangement; or

(iii) the written retainer agreement includes a security interest, confession of judgment or other lien without prior notice being provided to the client in a signed retainer agreement and approval from a tribunal after notice to the adversary. A lawyer shall not foreclose on a mortgage placed on the marital residence while the spouse who consents to the mortgage remains the titleholder and the residence remains the spouse’s primary residence.

Adds paragraphs (e) and (f):

(e) In domestic relations matters, a lawyer shall provide a prospective client with a Statement of Client’s Rights and Responsibilities at the initial conference and prior to the signing of a written retainer agreement.

	<p><i>(f) Where applicable, a lawyer shall resolve fee disputes by arbitration at the election of the client pursuant to a fee arbitration program established by</i></p> <p>(g) is similar to MR (e) but changes wording to: “A lawyer shall not divide a fee for legal services with another lawyer who is not associated in the same law firm unless;”</p> <p>(g)(1) is similar to MR (e)(1) but adds clause, “by a writing given to the client,” before “each lawyer assumes;”</p> <p>(g)(2) is similar to MR (e)(2), but changes wording to: <i>(2) the client agrees to employment of the other lawyer after a full disclosure that a division of fees will be made, including the share each lawyer will receive, and the client’s agreement is confirmed in writing; and</i></p> <p>(g)(3) is similar MR (e)(3) but changes “reasonable” to “not excessive;”</p> <p>Adds (h):</p> <p><i>(h) Rule 1.5(g) does not prohibit payment to a lawyer formerly associated in a law firm pursuant to a separation or retirement agreement.</i></p>
Rule 1.6	<p>(a) Similar to MR, but changes wording: “A lawyer shall not knowingly reveal confidential information, as defined by this Rule, or use such information to the disadvantage of a client or for the advantage of the lawyer or a third person, unless;” moves everything after “unless” into subparagraphs:</p> <p>(1) “the client...consent:” adds to end of subparagraph: “as defined in Rule 1.0(j)”</p> <p>(2) Deletes “authorized...carry out the representation” and replaces with: <i>“advance the best interests of the client and is either reasonable under the circumstances or customary in the professional community”</i></p> <p>(3) Is made up of last clause of paragraph (a): “the disclosure...paragraph (b).”</p> <p>Adds to end of paragraph (a):</p> <p>“Confidential information” consists of information gained during or relating to the representation of a client, whatever its source, that is (a) protected by</p> <p>the attorney-client privilege, (b) likely to be embarrassing or detrimental to the client if disclosed, or (c) information that the client has requested be</p> <p>kept confidential. “Confidential information” does not ordinarily include (i) a lawyer’s legal knowledge or legal research or (ii) information that is generally known in the local community or in the trade, field or profession to which the information relates.</p> <p>(b)(2) Deletes everything after “committing a crime”</p> <p>Deletes (b)(3) and replaces with:</p> <p>“to withdraw a written or oral opinion or representation previously given by the lawyer and reasonably believed by the lawyer still to be relied upon by a third person, where the lawyer has discovered that the opinion or representation was based on materially inaccurate information or is being used to further a crime or fraud;</p>

	<p>(b)(4) Deletes “lawyer’s” and adds to end of paragraph: “or other law by the lawyer, another lawyer associated with the lawyer’s firm or the law firm” Deletes (b)(5) and (6) and replaces with: (5) (i) to defend the lawyer or the lawyer’s employees and associates against an accusation of wrongful conduct; or (ii) to establish or collect a fee; or (6) when permitted or required under these Rules or to comply with other law or court order. Adds as (c): “A lawyer shall exercise reasonable care to prevent the lawyer’s employees, associates, and others whose services are utilized by the lawyer from disclosing or using confidential information of a client, except that a lawyer may reveal the information permitted to be disclosed by paragraph (b) through an employee.” Adopts only part of 2003 Task Force changes</p>
<p>Rule 1.7</p>	<p>(a) <i>Except as provided in paragraph (b), a lawyer shall not represent a client if a reasonable lawyer would conclude that either:</i> (1) <i>the representation will involve the lawyer in representing differing interests; or</i> (2) <i>there is a significant risk that the lawyer’s professional judgment on behalf of a client will be adversely affected by the lawyer’s own financial, business, property or other personal interests.</i> (b) Identical to MR (b)</p>
<p>Rule 1.8</p>	<p>Title is changed to “Current Clients: Specific Conflict of Interest Rules;” (a) Replaces language after “client” with “if they have differing interests therein and if the client expects the lawyer to exercise professional judgment therein for the protection of the client, unless;” (a)(1) Changes “transaction” to “transactions;” changes “terms” to “terms of the transaction” and moves to after “reasonable to the client;” (c) Deletes “substantial” before “gift” throughout; (c)(1) is similar to part of MR (c), “solicit...gift” but adds to end, “for the benefit of the lawyer or a person related to the lawyer; or ;” (c)(2) Adds to end: “and a reasonable lawyer would conclude that the transaction is fair and reasonable”); (d) Replaces “representation of a client,” “all aspects of the matter giving rise to the representation or proposed representation of the client or prospective client;” deletes language after “a lawyer shall not” and adds: <i>negotiate or enter into any arrangement or understanding with:</i> (1) <i>a client or a prospective client by which the lawyer acquires an interest in literary or media rights with respect to the subject matter of the representation or proposed representation; or</i> (2) <i>any person by which the lawyer transfers or assigns any interest in literary or media rights with respect to the subject matter of the representation of a client or prospective client.</i> (e) Changes language to: (e) <i>While representing a client in connection with contemplated or</i></p>

	<p><i>pending litigation, a lawyer shall not advance or guarantee financial assistance to the client, except that:</i></p> <p>(e)(2) Adds “or pro bono client” after “an indigent;”</p> <p>Adds (e)(3):</p> <p><i>(3) a lawyer, in an action in which an attorney’s fee is payable in whole or in part as a percentage of the recovery in the action, may pay on the lawyer’s own account court costs and expenses of litigation. In such case, the fee paid to the lawyer from the proceeds of the action may include an amount equal to such costs and expenses incurred.</i></p> <p>(f) Adds “or anything of value related to the lawyer’s representation of the client” after “representing a client;”</p> <p>(f)(3) Replaces language before “is protected by” with “the client’s confidential information;”</p> <p>(g) Replaces “or in a criminal...nolo contendere please” with “absent court approval;”</p> <p>(h)(1) Deletes language after “malpractice” and adds “or;”</p> <p>(i)(2) Deletes “case” and adds to end, “matter subject to Rule 1.5(d) or other law or court rule;”</p> <p>Does not adopt MR (j) or (k) but adds instead:</p> <p><i>(j) (1) A lawyer shall not:</i></p> <p><i>(i) as a condition of entering into or continuing any professional representation by the lawyer or the lawyer’s firm, require or demand sexual relations with any person;</i></p> <p><i>(ii) employ coercion, intimidation or undue influence in entering into sexual relations incident to any professional representation by the lawyer or the lawyer’s firm; or</i></p> <p><i>(iii) in domestic relations matters, enter into sexual relations with a client during the course of the lawyer’s representation of the client.</i></p> <p><i>(2) Rule 1.8(j)(1) shall not apply to sexual relations between lawyers and their spouses or to ongoing consensual sexual relationships that predate the initiation of the client-lawyer relationship.</i></p> <p><i>(k) Where a lawyer in a firm has sexual relations with a client but does not participate in the representation of that client, the lawyers in the firm shall not be subject to discipline under this Rule solely because of the occurrence of such sexual relations.</i></p>
<p>Rule 1.9</p>	<p>Moves clause, “unless the former client gives informed consent, confirmed in writing” to beginning of paragraph (b);</p> <p>(c)(1) Changes “information...former client” to “confidential information of the former client protected by Rule 1.6.”</p>
<p>Rule 1.10</p>	<p>(a) Adds reference to Rule 1.8; replaces “unless” with “except as otherwise provided therein”</p> <p>(b) Adds “that the firm knows or reasonably should know are” before “materially adverse;” deletes “unless” at end of paragraph, and adds “if the firm or any lawyer remaining in the firm has information protected by Rule</p>

	<p>1.6 or 1.9(c) that is material to the matter,” which is identical to the text of (b)(2) except for the addition of “if the firm or.”</p> <p>Adds as (c):</p> <p>“When a lawyer becomes associated with a firm, the firm may not knowingly represent a client in a matter that is the same as or substantially related to a matter in which the newly associated lawyer, or a firm with which that lawyer was associated, formerly represented a client whose interests are materially adverse to the prospective or current client unless the newly associated lawyer did not acquire any information protected by Rule 1.6 or Rule 1.9(c) that is material to the current matter.”</p> <p>Adds as (e):</p> <p>A law firm shall make a written record of its engagements, at or near the time of each new engagement, and shall implement and maintain a system by which proposed engagements are checked against current and previous engagements when:</p> <ul style="list-style-type: none">(1) the firm agrees to represent a new client;(2) the firm agrees to represent an existing client in a new matter;(3) the firm hires or associates with another lawyer; or(4) an additional party is named or appears in a pending matter. <p>Adds as (f):</p> <p>Substantial failure to keep records or to implement or maintain a conflict-checking system that complies with paragraph (e) shall be a violation thereof regardless of whether there is another violation of these Rules.</p> <p>Adds as (g):</p> <p>Where a violation of paragraph (e) by a law firm is a substantial factor in causing a violation of paragraph (a) by a lawyer, the law firm, as well as the individual lawyer, shall be responsible for the violation of paragraph (a).</p> <p>Adds as (h):</p> <p>A lawyer related to another lawyer as parent, child, sibling or spouse shall not represent in any matter a client whose interests differ from those of another party to the matter who the lawyer knows is represented by the other lawyer unless the client consents to the representation after full disclosure and the lawyer concludes that the lawyer can adequately represent the interests of the client.</p> <p>Does not adopt MR (d).</p> <p>Does not adopt Comments.</p>
Rule 1.11	(a)(1) Changes “is subject to” to “shall comply with;”

	<p>(a)(2) Adds to end of paragraph: “This provision shall not apply to matters governed by Rule 1.12(a);” Replaces (b)(1) and (2) with: <i>(1) the firm acts promptly and reasonably to:</i> <i>(i) notify, as appropriate, lawyers and nonlawyer personnel within the firm that the personally disqualified lawyer is prohibited from participating in the representation of the current client;</i> <i>(ii) implement effective screening procedures to prevent the flow of information about the matter between the personally disqualified lawyer and the others in the firm;</i> <i>(iii) ensure that the disqualified lawyer is apportioned no part of the fee therefrom; and</i> <i>(iv) give written notice to the appropriate government agency to enable it to ascertain compliance with the provisions of this Rule; and</i> <i>(2) there are no other circumstances in the particular representation that create an appearance of impropriety.</i></p> <p>(c) Changes “permit” to “provide” in first sentence; adds “and effectively” after “timely;” replaces everything following “participation in the matter” with “in accordance with the provisions of paragraph (b);”</p> <p>(d) Similar to MR but adds “shall not” to end of paragraph; Does not adopt MR (d)(1); (d)(1) is similar to MR (d)(1)(i) but replaces everything following “unless” with: “under applicable law no one is, or by lawful delegation may be, authorized to act in the lawyer’s stead in the matter; or;” (d)(2) is similar to MR (d)(1)(ii) but deletes everything after “personally and substantially;”</p> <p>(e) Replaces everything after “matter” with “as defined in Rule 1.0(l) does not include or apply to agency rulemaking functions;” Does not adopt (e)(1) or (2); Adds (f): <i>(f) A lawyer who holds public office shall not:</i> <i>(1) use the public position to obtain, or attempt to obtain, a special advantage in legislative matters for the lawyer or for a client under circumstances where the lawyer knows or it is obvious that such action is not in the public interest;</i> <i>(2) use the public position to influence, or attempt to influence, a tribunal to act in favor of the lawyer or of a client; or</i> <i>(3) accept anything of value from any person when the lawyer knows or it is obvious that the offer is for the purpose of influencing the lawyer’s action as a public official.</i></p>
Rule 1.12	<p>Changes title to: “Specific conflicts of interest for former judges, arbitrators, mediators or other third-party neutrals;” <i>(a) A lawyer shall not accept private employment in a matter upon the merits of which the lawyer has acted in a judicial capacity;</i></p>

	<p>(b) is similar to MR (a) but references paragraph (e) instead of (d); adds clause before “a lawyer shall not.” “and unless all parties to the proceeding give informed consent, confirmed in writing;” divides everything after “substantially as” into two subparagraphs:</p> <ul style="list-style-type: none"> (1) <i>an arbitrator, mediator or other third-party neutral; or</i> (2) <i>a law clerk to a judge or other adjudicative officer or an arbitrator, mediator or other third-party neutral;</i> <p>(c) is similar to MR (b) but deletes language after “third-party neutral;” Adds (d):</p> <p>(d) <i>When a lawyer is disqualified from representation under this Rule, no lawyer in a firm with which that lawyer is associated may knowingly undertake or continue representation in such a matter unless:</i></p> <ul style="list-style-type: none"> (1) <i>the firm acts promptly and reasonably to:</i> <ul style="list-style-type: none"> (i) <i>notify, as appropriate, lawyers and nonlawyer personnel within the firm that the personally disqualified lawyer is prohibited from participating in the representation of the current client;</i> (ii) <i>implement effective screening procedures to prevent the flow of information about the matter between the personally disqualified lawyer and the others in the firm;</i> (iii) <i>ensure that the disqualified lawyer is apportioned no part of the fee therefrom; and</i> (iv) <i>give written notice to the parties and any appropriate tribunal to enable it to ascertain compliance with the provisions of this Rule; and</i> (2) <i>there are no other circumstances in the particular representation that create an appearance of impropriety.</i> <p>(e) is the same as MR (d).</p>
<p>Rule 1.13</p>	<p>(a) Changes wording and adds more details than MR:</p> <p><i>“When a lawyer employed or retained by an organization is dealing with the organization’s directors, officers, employees, members, shareholders or other constituents, and it appears that the organization’s interests may differ from those of the constituents with whom the lawyer is dealing, the lawyer shall explain that the lawyer is the lawyer for the organization and not for any of the constituents.”</i></p> <p>(b): adds “or” before “intends,” deletes “or” before “a violation;” Moves “is a violation...imputed to the organization, and” into a new subparagraph (b)(i) Replaces “that” before “is likely” with “(ii)” and moves the rest of the paragraph into a new subparagraph (b)(ii)</p> <p>(c) is identical to former MR Does not adopt MR (c) through (f) (d): same as MR (g) Does not adopt 2003 Task Force changes</p>
<p>Rule 1.14</p>	<p>(a) Replaces “a normal client-lawyer” with “a conventional.”</p>

<p>Rule 1.15</p>	<p><i>RULE 1.15: PRESERVING IDENTITY OF FUNDS AND PROPERTY OF OTHERS; FIDUCIARY RESPONSIBILITY; COMMINGLING AND MISAPPROPRIATION OF CLIENT FUNDS OR PROPERTY; MAINTENANCE OF BANK ACCOUNTS; RECORD KEEPING; EXAMINATION OF RECORDS</i></p> <p><i>(a) Prohibition Against Commingling and Misappropriation of Client Funds or Property.</i></p> <p><i>A lawyer in possession of any funds or other property belonging to another person, where such possession is incident to his or her practice of law, is a fiduciary, and must not misappropriate such funds or property or commingle such funds or property with his or her own.</i></p> <p><i>(b) Separate Accounts.</i></p> <p><i>(1) A lawyer who is in possession of funds belonging to another person incident to the lawyer's practice of law shall maintain such funds in a banking institution within New York State that agrees to provide dishonored check reports in accordance with the provisions of 22 N.Y.C.R.R. Part 1300. "Banking institution" means a state or national bank, trust company, savings bank, savings and loan association or credit union. Such funds shall be maintained, in the lawyer's own name, or in the name of a firm of lawyers of which the lawyer is a member, or in the name of the lawyer or firm of lawyers by whom the lawyer is employed, in a special account or accounts, separate from any business or personal accounts of the lawyer or lawyer's firm, and separate from any accounts that the lawyer may maintain as executor, guardian, trustee or receiver, or in any other fiduciary capacity; into such special account or accounts all funds held in escrow or otherwise entrusted to the lawyer or firm shall be deposited; provided, however, that such funds may be maintained in a banking institution located outside New York State if such banking institution complies with 22 N.Y.C.R.R. Part 1300 and the lawyer has obtained the prior written approval of the person to whom such funds belong specifying the name and address of the office or branch of the banking institution where such funds are to be maintained.</i></p> <p><i>(2) A lawyer or the lawyer's firm shall identify the special bank account or accounts required by Rule 1.15(b)(1) as an "Attorney Special Account," or "Attorney Trust Account," or "Attorney Escrow Account," and shall obtain checks and deposit slips that bear such title. Such title may be accompanied by such other descriptive language as the lawyer may deem appropriate, provided that such additional language distinguishes such special account or accounts from other bank accounts that are maintained by the lawyer or the lawyer's firm.</i></p> <p><i>(3) Funds reasonably sufficient to maintain the account or to pay account charges may be deposited therein.</i></p> <p><i>(4) Funds belonging in part to a client or third person and in part currently or potentially to the lawyer or law firm shall be kept in</i></p>
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such special account or accounts, but the portion belonging to the lawyer or law firm may be withdrawn when due unless the right of the lawyer or law firm to receive it is disputed by the client or third person, in which event the disputed portion shall not be withdrawn until the dispute is finally resolved.

(c) Notification of Receipt of Property; Safekeeping; Rendering Accounts; Payment or Delivery of Property.

A lawyer shall:

(1) promptly notify a client or third person of the receipt of funds, securities, or other properties in which the client or third person has an interest;

(2) identify and label securities and properties of a client or third person promptly upon receipt and place them in a safe deposit box or other place of safekeeping as soon as practicable;

(3) maintain complete records of all funds, securities, and other properties of a client or third person coming into the possession of the lawyer and render appropriate accounts to the client or third person regarding them; and

(4) promptly pay or deliver to the client or third person as requested by the client or third person the funds, securities, or other properties in the possession of the lawyer that the client or third person is entitled to receive.

(d) Required Bookkeeping Records.

(1) A lawyer shall maintain for seven years after the events that they record:

(i) the records of all deposits in and withdrawals from the accounts specified in Rule 1.15(b) and of any other bank account that concerns or affects the lawyer's practice of law; these records shall specifically identify the date, source and description of each item deposited, as well as the date, payee and purpose of each withdrawal or disbursement;

(ii) a record for special accounts, showing the source of all funds deposited in such accounts, the names of all persons for whom the funds are or were held, the amount of such funds, the description and amounts, and the names of all persons to whom such funds were disbursed;

(iii) copies of all retainer and compensation agreements with clients;

(iv) copies of all statements to clients or other persons showing the disbursement of funds to them or on their behalf;

(v) copies of all bills rendered to clients;

(vi) copies of all records showing payments to lawyers, investigators or other persons, not in the lawyer's regular employ, for services rendered or performed;

(vii) copies of all retainer and closing statements filed with the Office of Court Administration; and

(viii) all checkbooks and check stubs, bank statements, prenumbered canceled checks and duplicate deposit slips.

(2) Lawyers shall make accurate entries of all financial transactions in their records of receipts and disbursements, in their special accounts, in their ledger books or similar records, and in any other books of account kept by them in the regular course of their practice, which entries shall be made at or near the time of the act, condition or event recorded.

(3) For purposes of Rule 1.15(d), a lawyer may satisfy the requirements of maintaining "copies" by maintaining any of the following items: original records, photocopies, microfilm, optical imaging, and any other medium that preserves an image of the document that cannot be altered without detection.

(e) Authorized Signatories.

All special account withdrawals shall be made only to a named payee and not to cash. Such withdrawals shall be made by check or, with the prior written approval of the party entitled to the proceeds, by bank transfer. Only a lawyer admitted to practice law in New York State shall be an authorized signatory of a special account.

(f) Missing Clients.

Whenever any sum of money is payable to a client and the lawyer is unable to locate the client, the lawyer shall apply to the court in which the action was brought if in the unified court system, or, if no action was commenced in the unified court system, to the Supreme Court in the county in which the lawyer maintains an office for the practice of law, for an order directing payment to the lawyer of any fees and disbursements that are owed by the client and the balance, if any, to the Lawyers' Fund for Client Protection for safeguarding and disbursement to persons who are entitled thereto.

(g) Designation of Successor Signatories.

(1) Upon the death of a lawyer who was the sole signatory on an attorney trust, escrow or special account, an application may be made to the Supreme Court for an order designating a successor signatory for such trust, escrow or special account, who shall be a member of the bar in good standing and admitted to the practice of law in New York State.

(2) An application to designate a successor signatory shall be made to the Supreme Court in the judicial district in which the deceased lawyer maintained an office

for the practice of law. The application may be made by the legal representative of the deceased lawyer's estate; a lawyer who was affiliated with the deceased lawyer in the practice of law; any person who has a beneficial interest in such trust, escrow or special account; an officer of a city or county bar association; or counsel for an attorney disciplinary committee. No lawyer may charge a legal fee for assisting with an application to designate a successor signatory

	<p><i>pursuant to this Rule.</i></p> <p><i>(3) The Supreme Court may designate a successor signatory and may direct the safeguarding of funds from such trust, escrow or special account, and the disbursement of such funds to persons who are entitled thereto, and may order that funds in such account be deposited with the Lawyers' Fund for Client Protection for safeguarding and disbursement to persons who are entitled thereto.</i></p> <p><i>(h) Dissolution of a Firm.</i></p> <p><i>Upon the dissolution of any firm of lawyers, the former partners or members shall make appropriate arrangements for the maintenance, by one of them or by a successor firm, of the records specified in Rule 1.15(d).</i></p> <p><i>(i) Availability of Bookkeeping Records: Records Subject to Production in Disciplinary Investigations and Proceedings.</i></p> <p><i>The financial records required by this Rule shall be located, or made available, at the principal New York State office of the lawyers subject hereto, and any such records shall be produced in response to a notice or subpoena duces tecum issued in connection with a complaint before or any investigation by the appropriate grievance or departmental disciplinary committee, or shall be produced at the direction of the appropriate Appellate Division before any person designated by it. All books and records produced pursuant to this Rule shall be kept confidential, except for the purpose of the particular proceeding, and their contents shall not be disclosed by anyone in violation of the attorney-client privilege.</i></p> <p><i>(j) Disciplinary Action.</i></p> <p><i>A lawyer who does not maintain and keep the accounts and records as specified and required by this Rule, or who does not produce any such records pursuant to this Rule, shall be deemed in violation of these Rules and shall be subject to disciplinary proceedings.</i></p>
Rule 1.16	<p><i>(a) A lawyer shall not accept employment on behalf of a person if the lawyer knows or reasonably should know that such person wishes to:</i></p> <p><i>(1) bring a legal action, conduct a defense, or assert a position in a matter, or otherwise have steps taken for such person, merely for the purpose of harassing or maliciously injuring any person; or</i></p> <p><i>(2) present a claim or defense in a matter that is not warranted under existing law, unless it can be supported by a good faith argument for an extension, modification, or reversal of existing law.</i></p> <p><i>(b) is similar to MR (a), but deletes "shall not represent...commenced;"</i></p> <p><i>(b)(1) is similar to MR (a)(1), but adds to beginning: "the lawyer knows or reasonably should know that;"</i></p> <p><i>Adds (b)(4):</i></p> <p><i>(4) the lawyer knows or reasonably should know that the client is bringing the legal action, conducting the defense, or asserting a position in the matter, or is otherwise having steps taken, merely for the purpose of harassing or maliciously injuring any person;</i></p> <p><i>(c) is similar to (b);</i></p> <p><i>(c)(4) is similar to (b)(4) but replaces language after "action" with: "with</i></p>

	<p>which the lawyer has a fundamental disagreement;” Adds (c)(5)-(c)(13) <i>(5) the client deliberately disregards an agreement or obligation to the lawyer as to expenses or fees;</i> <i>(6) the client insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law;</i> <i>(7) the client fails to cooperate in the representation or otherwise renders the representation unreasonably difficult for the lawyer to carry out employment effectively;</i> <i>(8) the lawyer’s inability to work with co-counsel indicates that the best interest of the client likely will be served by withdrawal;</i> <i>(9) the lawyer’s mental or physical condition renders it difficult for the lawyer to carry out the representation effectively;</i> <i>(10) the client knowingly and freely assents to termination of the employment;</i> <i>(11) withdrawal is permitted under Rule 1.13(c) or other law;</i> <i>(12) the lawyer believes in good faith, in a matter pending before a tribunal, that the tribunal will find the existence of other good cause for withdrawal; or</i> <i>(13) the client insists that the lawyer pursue a course of conduct which is illegal or prohibited under these Rules.</i></p> <p>Does not adopt (b)(5) through (7) <i>(d) If permission for withdrawal from employment is required by the rules of a tribunal, a lawyer shall not withdraw from employment in a matter before that tribunal without its permission.</i> Second sentence of (d) is identical to the second sentence of MR(c); Adds (e): <i>(e) Even when withdrawal is otherwise permitted or required, upon termination of representation, a lawyer shall take steps, to the extent reasonably practicable, to avoid foreseeable prejudice to the rights of the client, including giving reasonable notice to the client, allowing time for employment of other counsel, delivering to the client all papers and property to which the client is entitled, promptly refunding any part of a fee paid in advance that has not been earned and complying with applicable laws and rules.</i></p> <p>Does not adopt MR (d).</p>
Rule 1.17	<p>Does not adopt (a) or (b); Adds: <i>(a) A lawyer retiring from a private practice of law; a law firm, one or more members of which are retiring from the private practice of law with the firm; or the personal representative of a deceased, disabled or missing lawyer, may sell a law practice, including goodwill, to one or more lawyers or law firms, who may purchase the practice. The seller and the buyer may agree on reasonable restrictions on the seller’s private practice of law, notwithstanding any other provision of these Rules. Retirement shall include the cessation of</i></p>

the private practice of law in the geographic area, that is, the county and city and any county or city contiguous thereto, in which the practice to be sold has been conducted.

(b) Confidential information.

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

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

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

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

(iii) available in public court files; and

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

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

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

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

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

(c) is roughly equivalent to MR but with significant changes in wording (although (c)(1) is the same as MR (d)(2)):

(c) Written notice of the sale shall be given jointly by the seller and the buyer to each of the seller's clients and shall include information

	<p><i>regarding:</i></p> <ul style="list-style-type: none"><i>(1) the client's right to retain other counsel or to take possession of the file;</i><i>(2) the fact that the client's consent to the transfer of the client's file or matter to the buyer will be presumed if the client does not take any action or otherwise object within 90 days of the sending of the notice, subject to any court rule or statute requiring express approval by the client or a court;</i><i>(3) the fact that agreements between the seller and the seller's clients as to fees will be honored by the buyer;</i><i>(4) proposed fee increases, if any, permitted under paragraph (e); and</i><i>(5) the identity and background of the buyer or buyers, including principal office address, bar admissions, number of years in practice in New York State, whether the buyer has ever been disciplined for professional misconduct or convicted of a crime, and whether the buyer currently intends to resell the practice.</i> <p>Adds (d):</p> <p><i>(d) When the buyer's representation of a client of the seller would give rise to a waivable conflict of interest, the buyer shall not undertake such representation unless the necessary waiver or waivers have been obtained in writing.</i></p> <p>(e) is equivalent to MR (c) but changes language significantly:</p> <p><i>(e) The fee charged a client by the buyer shall not be increased by reason of the sale, unless permitted by a retainer agreement with the client or otherwise specifically agreed to by the client.</i></p>
<p>Rule 1.18</p>	<p>Does not adopt MR (d)(2)(i);</p> <p>Adds:</p> <ul style="list-style-type: none"><i>(i) the firm acts promptly and reasonably to notify, as appropriate, lawyers and nonlawyer personnel within the firm that the personally disqualified lawyer is prohibited from participating in the representation of the current client;</i><i>(ii) the firm implements effective screening procedures to prevent the flow of information about the matter between the disqualified lawyer and the others in the firm;</i><i>(iii) the disqualified lawyer is apportioned no part of the fee therefrom;</i> <p>and</p> <p>Adds (c)(3):</p> <p><i>(3) a reasonable lawyer would conclude that the law firm will be able to provide competent and diligent representation in the matter.</i></p> <p>Adds (e):</p> <p><i>(e) A person who:</i></p> <ul style="list-style-type: none"><i>(1) communicates information unilaterally to a lawyer, without any reasonable expectation that the lawyer is willing to discuss the possibility of forming a client-lawyer relationship; or</i>

	<i>(2) communicates with a lawyer for the purpose of disqualifying the lawyer from handling a materially adverse representation on the same or a substantially related matter, is not a prospective client with the meaning of paragraph (a).</i>
Rule 2.1	Same as MR
Rule 2.2	[N/A]
Rule 2.3	Same as MR
Rule 2.4	(a) Adds quotation marks around “third-party arbitrator.”
Rule 3.1	(a) is similar to MR body but deletes clause, “which includes...existing law;” Adds paragraph (b): (b) <i>A lawyer’s conduct is “frivolous” for purposes of this Rule if:</i> <i>(1) the lawyer knowingly advances a claim or defense that is unwarranted under existing law, except that the lawyer may advance such claim or defense if it can be supported by good faith argument for an extension, modification, or reversal of existing law;</i> <i>(2) the conduct has no reasonable purpose other than to delay or prolong the resolution of litigation, in violation of Rule 3.2, or serves merely to harass or maliciously injure another; or</i> <i>(3) the lawyer knowingly asserts material factual statements that are false.</i>
Rule 3.2	<i>RULE 3.2: DELAY OF LITIGATION</i> <i>In representing a client, a lawyer shall not use means that have no substantial purpose other than to delay or prolong the proceeding or to cause needless expense.</i>
Rule 3.3	(b) Changes “in an adjudicative proceeding” to “before a tribunal;” (c) Deletes “continue...proceeding;” Adds: <i>(e) In presenting a matter to a tribunal, a lawyer shall disclose, unless privileged or irrelevant, the identities of the clients the lawyer represents and of the persons who employed the lawyer.</i> <i>(f) In appearing as a lawyer before a tribunal, a lawyer shall not:</i> <i>(1) fail to comply with known local customs of courtesy or practice of the bar or a particular tribunal without giving to opposing counsel timely notice of the intent not to comply;</i> <i>(2) engage in undignified or discourteous conduct;</i> <i>(3) intentionally or habitually violate any established rule of procedure or of evidence; or</i> <i>(4) engage in conduct intended to disrupt the tribunal.</i>
Rule 3.4	<i>A lawyer shall not:</i> <i>(a) (1) suppress any evidence that the lawyer or the client has a legal obligation to reveal or produce;</i> <i>(2) advise or cause a person to hide or leave the jurisdiction of a tribunal for the purpose of making the person unavailable as a witness</i>

	<p><i>therein;</i></p> <p><i>(3) conceal or knowingly fail to disclose that which the lawyer is required by law to reveal;</i></p> <p><i>(4) knowingly use perjured testimony or false evidence;</i></p> <p><i>(5) participate in the creation or preservation of evidence when the lawyer knows or it is obvious that the evidence is false; or</i></p> <p><i>(6) knowingly engage in other illegal conduct or conduct contrary to these Rules;</i></p> <p><i>(b) offer an inducement to a witness that is prohibited by law or pay, offer to pay or acquiesce in the payment of compensation to a witness contingent upon the content of the witness's testimony or the outcome of the matter. A lawyer may advance, guarantee or acquiesce in the payment of:</i></p> <p><i>(1) reasonable compensation to a witness for the loss of time in attending, testifying, preparing to testify or otherwise assisting counsel, and reasonable related expenses; or</i></p> <p><i>(2) a reasonable fee for the professional services of an expert witness and reasonable related expenses;</i></p> <p><i>(c) disregard or advise the client to disregard a standing rule of a tribunal or a ruling of a tribunal made in the course of a proceeding, but the lawyer may take appropriate steps in good faith to test the validity of such rule or ruling;</i></p> <p><i>(d) in appearing before a tribunal on behalf of a client:</i></p> <p><i>(1) state or allude to any matter that the lawyer does not reasonably believe is relevant or that will not be supported by admissible evidence;</i></p> <p><i>(2) assert personal knowledge of facts in issue except when testifying as a witness;</i></p> <p><i>(3) assert a personal opinion as to the justness of a cause, the credibility of a witness, the culpability of a civil litigant or the guilt or innocence of an accused but the lawyer may argue, upon analysis of the evidence, for any position or conclusion with respect to the matters stated herein; or</i></p> <p><i>(4) ask any question that the lawyer has no reasonable basis to believe is relevant to the case and that is intended to degrade a witness or other person; or</i></p> <p><i>(e) present, participate in presenting, or threaten to present criminal charges solely to obtain an advantage in a civil matter.</i></p>
Rule 3.5	<p>Does not adopt MR. Equivalent Rule:</p> <p>RULE 3.5: Maintaining and Preserving the Impartiality of Tribunals and Jurors</p> <p>(a) A lawyer shall not:</p> <p>(1) seek to or cause another person to influence a judge, official or employee of a tribunal by means prohibited by law or give or lend anything of value to such judge, official, or employee of a tribunal when the recipient is</p>

	<p>prohibited from accepting the gift or loan but a lawyer may make a contribution to the campaign fund of a candidate for judicial office in conformity with Part 100 of the Rules of the Chief Administrator of the Courts;</p> <p>(2) in an adversarial proceeding communicate or cause another person to do so on the lawyer's behalf, as to the merits of the matter with a judge or official of a tribunal or an employee thereof before whom the matter is pending, except:</p> <p>(i) in the course of official proceedings in the matter;</p> <p>(ii) in writing, if the lawyer promptly delivers a copy of the writing to counsel for other parties and to a party who is not represented by a lawyer;</p> <p>(iii) orally, upon adequate notice to counsel for the other parties and to any party who is not represented by a lawyer; or</p> <p>(iv) as otherwise authorized by law, or by Part 100 of the Rules of the Chief Administrator of the Courts;</p> <p>(3) seek to or cause another person to influence a juror or prospective juror by means prohibited by law;</p> <p>(4) communicate or cause another to communicate with a member of the jury venire from which the jury will be selected for the trial of a case or, during the trial of a case, with any member of the jury unless authorized to do so by law or court order;</p> <p>(5) communicate with a juror or prospective juror after discharge of the jury if:</p> <p>(i) the communication is prohibited by law or court order;</p> <p>(ii) the juror has made known to the lawyer a desire not to communicate;</p> <p>(iii) the communication involves misrepresentation, coercion, duress or harassment; or</p> <p>(iv) the communication is an attempt to influence the juror's actions in future jury service; or</p> <p>(6) conduct a vexatious or harassing investigation of either a member of the venire or a juror or, by financial support or otherwise, cause another to do so.</p> <p>(b) During the trial of a case a lawyer who is not connected therewith shall not communicate with or cause another to communicate with a juror concerning the case.</p> <p>(c) All restrictions imposed by this Rule also apply to communications with or investigations of members of a family of a member of the venire or a juror.</p> <p>(d) A lawyer shall reveal promptly to the court improper conduct by a member of the venire or a juror, or by another toward a member of the venire or a juror or a member of his or her family of which the lawyer has knowledge.</p>
Rule 3.6	Replaces MR wording, "the investigation or litigation of a matter" with "criminal or civil matter"

	<p>Adds:</p> <p>(b) <i>A statement ordinarily is likely to prejudice materially an adjudicative proceeding when it refers to a civil matter triable to a jury, a criminal matter or any other proceeding that could result in incarceration, and the statement relates to:</i></p> <p>(1) <i>the character, credibility, reputation or criminal record of a party, suspect in a criminal investigation or witness, or the identity of a witness or the expected testimony of a party or witness;</i></p> <p>(2) <i>in a criminal matter that could result in incarceration, the possibility of a plea of guilty to the offense or the existence or contents of any confession, admission or statement given by a defendant or suspect, or that person's refusal or failure to make a statement;</i></p> <p>(3) <i>the performance or results of any examination or test, or the refusal or failure of a person to submit to an examination or test, or the identity or nature of physical evidence expected to be presented;</i></p> <p>(4) <i>any opinion as to the guilt or innocence of a defendant or suspect in a criminal matter that could result in incarceration;</i></p> <p>(5) <i>information the lawyer knows or reasonably should know is likely to be inadmissible as evidence in a trial and would, if disclosed, create a substantial risk of prejudicing an impartial trial; or</i></p> <p>(6) <i>the fact that a defendant has been charged with a crime, unless there is included therein a statement explaining that the charge is merely an accusation and that the defendant is presumed innocent until and unless proven guilty.</i></p> <p>(c) replaces "Notwithstanding paragraph (a), a lawyer may state" with "Provided that the statement complies with paragraph (a), a lawyer may state the following without elaboration."</p> <p>(7) replaces "case" with "matter;" deletes "in addition to subparagraphs (1) through (6)."</p> <p>(i): adds "age"</p> <p>(ii): deletes "the"</p> <p>(iii): Identical to MR (iv)</p> <p>(iv): Similar to MR (iii): Adds after "place of arrest": "resistance, pursuit and use of weapons, and a description of physical evidence seized, other than as contained only in a confession, admission or statement."</p> <p>(d) deletes "undue" between "substantial" and "prejudicial"</p>
Rule 3.7	<p>(a) Adds "on a significant issue of fact" after "necessary witness;"</p> <p>(a)(1) Adds "solely" after "relates;"</p> <p>(a)(2) Adds "solely" after "relates;"</p> <p>Adds (a)(4) and (5):</p> <p>(4) <i>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; or</i></p> <p>(5) <i>the testimony is authorized by the tribunal.</i></p> <p>(b) <i>A lawyer may not act as advocate before a tribunal in a matter if:</i></p> <p>(1) <i>another lawyer in the lawyer's firm is likely to be called as a</i></p>

	<p><i>witness on a significant issue other than on behalf of the client, and it is apparent that the testimony may be prejudicial to the client; or</i></p> <p><i>(2) the lawyer is precluded from doing so by Rule 1.7 or Rule 1.9.</i></p>
Rule 3.8	<p>Adds to title: “AND OTHER GOVERNMENT LAWYERS;”</p> <p><i>(a) A prosecutor or other government lawyer shall not institute, cause to be instituted or maintain a criminal charge when the prosecutor or other government lawyer knows or it is obvious that the charge is not supported by probable cause.</i></p> <p><i>(b) A prosecutor or other government lawyer in criminal litigation shall make timely disclosure to counsel for the defendant or to a defendant who has no counsel of the existence of evidence or information known to the prosecutor or other government lawyer that tends to negate the guilt of the accused, mitigate the degree of the offense, or reduce the sentence, except when relieved of this responsibility by a protective order of a tribunal.</i></p> <p>Does not adopt (c) through (h).</p>
Rule 3.9	<p>Adds “in connection with a pending” before “nonadjudicative” and adds “matter of” before “proceeding;” replaces language after “capacity” with “except when the lawyer seeks information from an agency that is available to the public.”</p>
Rule 4.1	<p>Combines text and MR (a) but deletes “material;”</p> <p>Does not adopt MR (b).</p>
Rule 4.2	<p>Adds “or cause another to communicate” after “shall not communicate,” does not use “or a court order.”</p> <p>Adds (b):</p> <p><i>Notwithstanding the prohibitions of paragraph (a), and unless otherwise prohibited by law, a lawyer may cause a client to communicate with a represented person unless the represented person is not legally competent, and may counsel the client with respect to those communications, provided the lawyer gives reasonable advance notice to the represented person’s counsel that such communications will be taking place.</i></p>
Rule 4.3	<p>divides the rule into two paragraphs.</p> <p>The introduction is the same as the first sentence of the MR.</p> <p>(a) is like the last sentence of the MR but worded differently: “[The lawyer shall not...]give legal advice to the person, other than the advice to secure counsel, if the lawyer knows or reasonably should know that the interests of such person are or have a reasonable possibility of being in conflict with the interests of the client.”</p> <p>(b) is the same as the second sentence of the MR.</p>
Rule 4.4	<p>Same as MR</p>
Rule 5.1	<p>Same as MR</p>
Rule 5.2	<p>Same as MR</p>
Rule 5.3	<p>Changes title to: <i>LAWYER’S RESPONSIBILITY FOR CONDUCT OF</i></p>

	<p><i>NONLAWYERS</i></p> <p>Changes language to:</p> <p><i>(a) A law firm shall ensure that the work of nonlawyers who work for the firm is adequately supervised, as appropriate. A lawyer with direct supervisory authority over a nonlawyer shall adequately supervise the work of the nonlawyer, as appropriate. In either case, the degree of supervision required is that which is reasonable under the circumstances, taking into account factors such as the experience of the person whose work is being supervised, the amount of work involved in a particular matter and the likelihood that ethical problems might arise in the course of working on the matter.</i></p> <p><i>(b) A lawyer shall be responsible for conduct of a nonlawyer employed or retained by or associated with the lawyer that would be a violation of these Rules if engaged in by a lawyer, if:</i></p> <p><i>(1) the lawyer orders or directs the specific conduct or, with knowledge of the specific conduct, ratifies it; or</i></p> <p><i>(2) the lawyer is a partner in a law firm or is a lawyer who individually or together with other lawyers possesses comparable managerial responsibility in a law firm in which the nonlawyer is employed or is a lawyer who has supervisory authority over the nonlawyer; and</i></p> <p><i>(i) knows of such conduct at a time when it could be prevented or its consequences avoided or mitigated but fails to take reasonable remedial action; or</i></p> <p><i>(ii) in the exercise of reasonable management or supervisory authority should have known of the conduct so that reasonable remedial action could have been taken at a time when the consequences of the conduct could have been avoided or mitigated.</i></p>
<p>Rule 5.4</p>	<p>(a)(1) Deletes “partner or association” and adds instead “or another lawyer associated in the firm;”</p> <p>(a)(2) is equivalent to MR but changes language to:</p> <p><i>(2) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that portion of the total compensation that fairly represents the services rendered by the deceased lawyer; and</i></p> <p>(a)(3) is equivalent to MR but changes language to:</p> <p><i>(3) a lawyer or law firm may compensate a nonlawyer employee or include a nonlawyer employee in a retirement plan based in whole or in part on a profit-sharing arrangement.</i></p> <p>(c) Adds to beginning of paragraph: “Unless authorized by law;” adds to end of paragraph: “or to cause the lawyer to compromise the lawyer’s duty to maintain the confidential information of the client under Rule 1.6.”</p> <p>(d) Replaces “professional corporation or association” with “entity;”</p> <p>(d)(2) Adds “member” before “corporate director.”</p>

Rule 5.5	<p>(a) Deletes language following “that jurisdiction;” Does not adopt MR(b), (c), or (d) but adds: <i>(b) A lawyer shall not aid a nonlawyer in the unauthorized practice of law.</i></p>
Rule 5.6	<p>(a) is the same as text of MR Rule 5.6, and (1) and (2) are the same as MR (a) and (b); Adds: <i>(b) This Rule does not prohibit restrictions that may be included in the terms of the sale of a law practice pursuant to Rule 1.17.</i></p>
Rule 5.7	<p>Does not adopt.</p> <p>However has instead: <i>RULE 5.7: RESPONSIBILITIES REGARDING NONLEGAL SERVICES</i></p> <p><i>(a) With respect to lawyers or law firms providing nonlegal services to clients or other persons:</i></p> <p><i>(1) A lawyer or law firm that provides nonlegal services to a person that are not distinct from legal services being provided to that person by the lawyer or law firm is subject to these Rules with respect to the provision of both legal and nonlegal services.</i></p> <p><i>(2) A lawyer or law firm that provides nonlegal services to a person that are distinct from legal services being provided to that person by the lawyer or law firm is subject to these Rules with respect to the nonlegal services if the person receiving the services could reasonably believe that the nonlegal services are the subject of a client-lawyer relationship.</i></p> <p><i>(3) A lawyer or law firm that is an owner, controlling party or agent of, or that is otherwise affiliated with, an entity that the lawyer or law firm knows to be providing nonlegal services to a person is subject to these Rules with respect to the nonlegal services if the person receiving the services could reasonably believe that the nonlegal services are the subject of a client-lawyer relationship.</i></p> <p><i>(4) For purposes of paragraphs (a)(2) and (a)(3), it will be presumed that the person receiving nonlegal services believes the services to be the subject of a client-lawyer relationship unless the lawyer or law firm has advised the person receiving the services 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 nonlegal services, or if the interest of the lawyer or law firm in the entity providing nonlegal services is de minimis.</i></p> <p><i>(b) Notwithstanding the provisions of paragraph (a), a lawyer or law firm that is an owner, controlling party, agent, or is otherwise affiliated with an entity that the lawyer or law firm knows is providing nonlegal services to a person shall not permit any nonlawyer providing such services or affiliated with that entity to direct or regulate the</i></p>

	<p><i>professional judgment of the lawyer or law firm in rendering legal services to any person, or to cause the lawyer or law firm to compromise its duty under Rule 1.6(a) and Rule 1.6(c) with respect to the confidential information of a client receiving legal services.</i></p> <p><i>(c) For purposes of this Rule, “nonlegal services” shall mean those services that lawyers may lawfully provide and that are not prohibited as an unauthorized practice of law when provided by a nonlawyer.</i></p>
Rule 6.1	<p>Replaces language with:</p> <p><i>Lawyers are strongly encouraged to provide pro bono legal services to benefit poor persons.</i></p> <p><i>(a) Every lawyer should aspire to:</i></p> <p><i>(1) provide at least 20 hours of pro bono legal services each year to poor persons; and</i></p> <p><i>(2) contribute financially to organizations that provide legal services to poor persons.</i></p> <p><i>(b) Pro bono legal services that meet this goal are:</i></p> <p><i>(1) professional services rendered in civil matters, and in those criminal matters for which the government is not obliged to provide funds for legal representation, to persons who are financially unable to compensate counsel;</i></p> <p><i>(2) activities related to improving the administration of justice by simplifying the legal process for, or increasing the availability and quality of legal services to, poor persons; and</i></p> <p><i>(3) professional services to charitable, religious, civic and educational organizations in matters designed predominantly to address the needs of poor persons.</i></p> <p><i>(c) Appropriate organizations for financial contributions are:</i></p> <p><i>(1) organizations primarily engaged in the provision of legal services to the poor; and</i></p> <p><i>(2) organizations substantially engaged in the provision of legal services to the poor, provided that the donated funds are to be used for the provision of such legal services.</i></p> <p><i>(d) This Rule is not intended to be enforced through the disciplinary process, and the failure to fulfill the aspirational goals contained herein should be without legal consequence.</i></p>
Rule 6.2	Reserved
Rule 6.3	<p>Adds “nor-for-profit” before “legal services;” adds “that differ from those of” instead of “adverse to;” adds “or the lawyer’s firm” after “client of the lawyer;”</p> <p>(a) Changes reference to Rule 1.7 to “Rules 1.7 through 1.13;”</p> <p>(b) Adds “or the lawyer’s firm” to end.</p>
Rule 6.4 Amended	Adds to end: “In determining the nature and scope of participation in such activities, a lawyer should be mindful of obligations to

5/4/10	clients under other Rules, particularly Rule 1.7.”
Rule 6.5	<p>Changes title to: PARTICIPATION IN LIMITED PRO BONO LEGAL SERVICES PROGRAMS</p> <p>(a) Replaces “a nonprofit organization or court” with “court, government agency, bar association or not-for-profit legal services organization;”</p> <p>Adds new (a)(1) and (a)(2):</p> <p><i>(1) shall comply with Rules 1.7, 1.8 and 1.9, concerning restrictions on representations where there are or may be conflicts of interest as that term is defined in these Rules, only if the lawyer has actual knowledge at the time of commencement of representation that the representation of the client involves a conflict of interest; and</i></p> <p><i>(2) shall comply with Rule 1.10 only if the lawyer has actual knowledge at the time of commencement of representation that another lawyer associated with the lawyer in a law firm is affected by Rules 1.7, 1.8 and 1.9.</i></p> <p>Adds (c), (d), and (e):</p> <p><i>(c) Short-term limited legal services are services providing legal advice or representation free of charge as part of a program described in paragraph (a) with no expectation that the assistance will continue beyond what is necessary to complete an initial consultation, representation or court appearance.</i></p> <p><i>(d) The lawyer providing short-term limited legal services must secure the client’s informed consent to the limited scope of the representation, and such representation shall be subject to the provisions of Rule 1.6.</i></p> <p><i>(e) This Rule shall not apply where the court before which the matter is pending determines that a conflict of interest exists or, if during the course of the representation, the lawyer providing the services becomes aware of the existence of a conflict of interest precluding continued representation.</i></p>
Rule 7.1	Does not adopt
Rule 7.2	<p>RULE 7.1: ADVERTISING</p> <p>(a) A lawyer or law firm shall not use or disseminate or participate in the use or dissemination of any advertisement that:</p> <p><i>(1) contains statements or claims that are false, deceptive or misleading; or</i></p> <p><i>(2) violates a Rule.</i></p> <p><i>(b) Subject to the provisions of paragraph (a), an advertisement may include information as to:</i></p> <p><i>(1) legal and nonlegal education; degrees and other scholastic distinctions; dates of admission to any bar; areas of the law in which the lawyer or law firm practices, as authorized by these Rules; public offices and teaching positions held; publications of law-related matters authored by the lawyer; memberships in bar associations or other professional societies or organizations, including offices and committee assignments therein; foreign</i></p>

	<p><i>language fluency; and bona fide professional ratings;</i></p> <p><i>(2) names of clients regularly represented, provided that the client has given prior written consent;</i></p> <p><i>(3) bank references; credit arrangements accepted; prepaid or group legal services programs in which the lawyer or law firm participates; nonlegal services provided by the lawyer or law firm or by an entity owned and controlled by the lawyer or law firm; the existence of contractual relationships between the lawyer or law firm and a nonlegal professional or nonlegal professional service firm, to the extent permitted by Rule 5.8, and the nature and extent of services available through those contractual relationships; and</i></p> <p><i>(4) legal fees for initial consultation; contingent fee rates in civil matters, when accompanied by a statement disclosing the information required by paragraph (p); range of fees for legal and nonlegal services, provided that there be available to the public free of charge a written statement clearly describing the scope of each advertised service, hourly rates, and fixed fees for specified legal and nonlegal services.</i></p> <p><i>(c) An advertisement shall not:</i></p> <p><i>(1) include an endorsement of, or testimonial about, a lawyer or law firm from a client with respect to a matter that is still pending;</i></p> <p><i>(2) include a paid endorsement of, or testimonial about, a lawyer or law firm without disclosing that the person is being compensated therefor;</i></p> <p><i>(3) include the portrayal of a judge, the portrayal of a fictitious law firm, the use of a fictitious name to refer to lawyers not associated together in a law firm, or otherwise imply that lawyers are associated in a law firm if that is not the case;</i></p> <p><i>(4) use actors to portray the lawyer, members of the law firm, or clients, or utilize depictions of fictionalized events or scenes, without disclosure of same;</i></p> <p><i>(5) rely on techniques to obtain attention that demonstrate a clear and intentional lack of relevance to the selection of counsel, including the portrayal of lawyers exhibiting characteristics clearly unrelated to legal competence;</i></p> <p><i>(6) be made to resemble legal documents; or</i></p> <p><i>(7) utilize a nickname, moniker, motto or trade name that implies an ability to obtain results in a matter.</i></p> <p><i>(d) An advertisement that complies with paragraph (e) may contain the following:</i></p> <p><i>(1) statements that are reasonably likely to create an expectation about results the lawyer can achieve;</i></p> <p><i>(2) statements that compare the lawyer's services with the services of other lawyers;</i></p> <p><i>(3) testimonials or endorsements of clients, where not prohibited by paragraph (c)(1), and of former clients; or</i></p>
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(4) statements describing or characterizing the quality of the lawyer's or law firm's services.

(e) It is permissible to provide the information set forth in paragraph (d) provided:

(1) its dissemination does not violate paragraph (a);

(2) it can be factually supported by the lawyer or law firm as of the date on which the advertisement is published or disseminated; and

(3) it is accompanied by the following disclaimer: "Prior results do not guarantee a similar outcome."

(f) Every advertisement other than those appearing in a radio, television or billboard advertisement, in a directory, newspaper, magazine or other periodical (and any web sites related thereto), or made in person pursuant to Rule 7.3(a)(1), shall be labeled "Attorney Advertising" on the first page, or on the home page in the case of a web site. If the communication is in the form of a self-mailing brochure or postcard, the words "Attorney Advertising" shall appear therein. In the case of electronic mail, the subject line shall contain the notation "ATTORNEY ADVERTISING."

(g) A lawyer or law firm shall not utilize:

(1) a pop-up or pop-under advertisement in connection with computer-accessed communications, other than on the lawyer's or law firm's own web site or other Internet presence; or

(2) meta-tags or other hidden computer codes that, if displayed, would violate these Rules.

(h) All advertisements shall include the name, principal law office address and telephone number of the lawyer or law firm whose services are being offered.

(i) Any words or statements required by this Rule to appear in an advertisement must be clearly legible and capable of being read by the average person, if written, and intelligible if spoken aloud. In the case of a web site, the required words or statements shall appear on the home page.

(j) A lawyer or law firm advertising any fixed fee for specified legal services shall, at the time of fee publication, have available to the public a written statement clearly describing the scope of each advertised service, which statement shall be available to the client at the time of retainer for any such service. Such legal services shall include all those services that are recognized as reasonable and necessary under local custom in the area of practice in the community where the services are performed.

(k) All advertisements shall be pre-approved by the lawyer or law firm, and a copy shall be retained for a period of not less than three years following its initial dissemination. Any advertisement contained in a computer-accessed communication shall be retained by the lawyer for a period of not less than one year. A copy of the contents of any web site covered by this Rule shall be preserved upon the initial publication of the web site, any major web site

	<p><i>redesign, or a meaningful and extensive content change, but in no event less frequently than once every 90 days.</i></p> <p><i>(l) If a lawyer or law firm advertises a range of fees or an hourly rate for services, the lawyer or law firm shall not charge more than the fee advertised for such services. If a lawyer or law firm advertises a fixed fee for specified legal services, or performs services described in a fee schedule, the lawyer or law firm shall not charge more than the fixed fee for such stated legal service as set forth in the advertisement or fee schedule, unless the client agrees in writing that the services performed or to be performed were not legal services referred to or implied in the advertisement or in the fee schedule and, further, that a different fee arrangement shall apply to the transaction.</i></p> <p><i>(m) Unless otherwise specified in the advertisement, if a lawyer publishes any fee information authorized under this Rule in a publication that is published more frequently than once per month, the lawyer shall be bound by any representation made therein for a period of not less than 30 days after such publication. If a lawyer publishes any fee information authorized under this Rule in a publication that is published once per month or less frequently, the lawyer shall be bound by any representation made therein until the publication of the succeeding issue. If a lawyer publishes any fee information authorized under this Rule in a publication that has no</i></p> <p><i>fixed date for publication of a succeeding issue, the lawyer shall be bound by any representation made therein for a reasonable period of time after publication, but in no event less than 90 days.</i></p> <p><i>(n) Unless otherwise specified, if a lawyer broadcasts any fee information authorized under this Rule, the lawyer shall be bound by any representation made therein for a period of not less than 30 days after such broadcast.</i></p> <p><i>(o) A lawyer shall not compensate or give anything of value to representatives of the press, radio, television or other communication medium in anticipation of or in return for professional publicity in a news item.</i></p> <p><i>(p) All advertisements that contain information about the fees charged by the lawyer or law firm, including those indicating that in the absence of a recovery no fee will be charged, shall comply with the provisions of Judiciary Law § 488(3).</i></p> <p><i>(q) A lawyer may accept employment that results from participation in activities designed to educate the public to recognize legal problems, to make intelligent selection of counsel or to utilize available legal services.</i></p> <p><i>(r) Without affecting the right to accept employment, a lawyer may speak publicly or write for publication on legal topics so long as the lawyer does not undertake to give individual advice.</i></p>
Rule 7.3	<p>RULE 7.3: SOLICITATION AND RECOMMENDATION OF PROFESSIONAL EMPLOYMENT</p> <p><i>(a) A lawyer shall not engage in solicitation:</i></p>

	<p><i>(1) by in-person or telephone contact, or by real-time or interactive computer-accessed communication unless the recipient is a close friend, relative, former client or existing client; or</i></p> <p><i>(2) by any form of communication if:</i></p> <ul style="list-style-type: none"><i>(i) the communication or contact violates Rule 4.5, Rule 7.1(a), or paragraph (e) of this Rule;</i><i>(ii) the recipient has made known to the lawyer a desire not to be solicited by the lawyer;</i><i>(iii) the solicitation involves coercion, duress or harassment;</i><i>(iv) the lawyer knows or reasonably should know that the age or the physical, emotional or mental state of the recipient makes it unlikely that the recipient will be able to exercise reasonable judgment in retaining a lawyer; or</i><i>(v) the lawyer intends or expects, but does not disclose, that the legal services necessary to handle the matter competently will be performed primarily by another lawyer who is not affiliated with the soliciting lawyer as a partner, associate or of counsel.</i> <p><i>(b) For purposes of this Rule, “solicitation” means any advertisement initiated by or on behalf of a lawyer or law firm that is directed to, or targeted at, a specific recipient or group of recipients, or their family members or legal representatives, the primary purpose of which is the retention of the lawyer or law firm, and a significant motive for which is pecuniary gain. It does not include a proposal or other writing prepared and delivered in response to a specific request of a prospective client.</i></p> <p><i>(c) A solicitation directed to a recipient in this State shall be subject to the following provisions:</i></p> <ul style="list-style-type: none"><i>(1) A copy of the solicitation shall at the time of its dissemination be filed with the attorney disciplinary committee of the judicial district or judicial department wherein the lawyer or law firm maintains its principal office. Where no such office is maintained, the filing shall be made in the judicial department where the solicitation is targeted. A filing shall consist of:</i><ul style="list-style-type: none"><i>(i) a copy of the solicitation;</i><i>(ii) a transcript of the audio portion of any radio or television solicitation; and</i><i>(iii) if the solicitation is in a language other than English, an accurate English-language translation.</i><i>(2) Such solicitation shall contain no reference to the fact of filing.</i><i>(3) If a solicitation is directed to a predetermined recipient, a list containing the names and addresses of all recipients shall be retained by the lawyer or law firm for a period of not less than three years following the last date of its dissemination.</i><i>(4) Solicitations filed pursuant to this subdivision shall be open to public inspection.</i><i>(5) The provisions of this paragraph shall not apply to:</i><ul style="list-style-type: none"><i>(i) a solicitation directed or disseminated to a close friend,</i>
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	<p><i>relative, or former or existing client;</i></p> <p><i>(ii) a web site maintained by the lawyer or law firm, unless the web site is designed for and directed to or targeted at a prospective client affected by an identifiable actual event or occurrence or by an identifiable prospective defendant; or</i></p> <p><i>(iii) professional cards or other announcements the distribution of which is authorized by Rule 7.5(a).</i></p> <p><i>(d) A written solicitation shall not be sent by a method that requires the recipient to travel to a location other than that at which the recipient ordinarily receives business or personal mail or that requires a signature on the part of the recipient.</i></p> <p><i>(e) No solicitation relating to a specific incident involving potential claims for personal injury or wrongful death shall be disseminated before the 30th day after the date of the incident, unless a filing must be made within 30 days of the incident as a legal prerequisite to the particular claim, in which case no unsolicited communication shall be made before the 15th day after the date of the incident.</i></p> <p><i>(f) Any solicitation made in writing or by computer-accessed communication and directed to a pre-determined recipient, if prompted by a specific occurrence involving or affecting a recipient, shall disclose how the lawyer obtained the identity of the recipient and learned of the recipient's potential legal need.</i></p> <p><i>(g) If a retainer agreement is provided with any solicitation, the top of each page shall be marked "SAMPLE" in red ink in a type size equal to the largest type size used in the agreement and the words "DO NOT SIGN" shall appear on the client signature line.</i></p> <p><i>(h) Any solicitation covered by this section shall include the name, principal law office address and telephone number of the lawyer or law firm whose services are being offered.</i></p> <p><i>(i) The provisions of this Rule shall apply to a lawyer or members of a law firm not admitted to practice in this State who shall solicit retention by residents of this State.</i></p>
Rule 7.4	<p>Changes title to "Identification of Practice and Speciality;"</p> <p>Replaces MR (a) with:</p> <p><i>(a) A lawyer or law firm may publicly identify one or more areas of law in which the lawyer or the law firm practices, or may state that the practice of the lawyer or law firm is limited to one or more areas of law, provided that the lawyer or law firm shall not state that the lawyer or law firm is a specialist or specializes in a particular field of law, except as provided in Rule 7.4(c).</i></p> <p>Replaces MR (c) with:</p> <p><i>(c) A lawyer may state that the lawyer has been recognized or certified as a specialist only as follows:</i></p> <p><i>(1) A lawyer who is certified as a specialist in a particular area of law or law practice by a private organization approved for that purpose by the American Bar Association may state the</i></p>

	<p><i>fact of certification if, in conjunction therewith, the certifying organization is identified and the following statement is prominently made: “The [name of the private certifying organization] is not affiliated with any governmental authority. Certification is not a requirement for the practice of law in the State of New York and does not necessarily indicate greater competence than other attorneys experienced in this field of law;”</i></p> <p><i>(2) A lawyer who is certified as a specialist in a particular area of law or law practice by the authority having jurisdiction over specialization under the laws of another state or territory may state the fact of certification if, in conjunction therewith, the certifying state or territory is identified and the following statement is prominently made: “Certification granted by the [identify state or territory] is not recognized by any governmental authority within the State of New York. Certification is not a requirement for the practice of law in the State of New York and does not necessarily indicate greater competence than other attorneys experienced in this field of law.”</i></p>
<p>Rule 7.5</p>	<p>Changes title to:</p> <p><i>RULE 7.5: PROFESSIONAL NOTICES, LETTERHEADS AND SIGNS</i></p> <p><i>(a) A lawyer or law firm may use internet web sites, professional cards, professional announcement cards, office signs, letterheads or similar professional notices or devices, provided the same do not violate any statute or court rule and are in accordance with Rule 7.1, including the following:</i></p> <p><i>(1) a professional card of a lawyer identifying the lawyer by name and as a lawyer, and giving addresses, telephone numbers, the name of the law firm, and any information permitted under Rule 7.1(b) or Rule 7.4. A professional card of a law firm may also give the names of members and associates;</i></p> <p><i>(2) a professional announcement card stating new or changed associations or addresses, change of firm name, or similar matters pertaining to the professional offices of a lawyer or law firm or any nonlegal business conducted by the lawyer or law firm pursuant to Rule 5.7. It may state biographical data, the names of members of the firm and associates, and the names and dates of predecessor firms in a continuing line of succession. It may state the nature of the legal practice if permitted under Rule 7.4;</i></p> <p><i>(3) a sign in or near the office and in the building directory identifying the law office and any nonlegal business conducted by the lawyer or law firm pursuant to Rule 5.7. The sign may state the nature of the legal practice if permitted under Rule</i></p>

7.4; or

(4) a letterhead identifying the lawyer by name and as a lawyer, and giving addresses, telephone numbers, the name of the law firm, associates and any information permitted under Rule 7.1(b) or Rule 7.4. A letterhead of a law firm may also give the names of members and associates, and names and dates relating to deceased and retired members. A lawyer or law firm may be designated "Of Counsel" on a letterhead if there is a continuing relationship with a lawyer or law firm, other than as a partner or associate. A lawyer or law firm may be designated as "General Counsel" or by similar professional reference on stationery of a client if the lawyer or the firm devotes a substantial amount of professional time in the representation of that client. The letterhead of a law firm may give the names and dates of predecessor firms in a continuing line of succession.

(b) A lawyer in private practice shall not practice under a trade name, a name that is misleading as to the identity of the lawyer or lawyers practicing under such name, or a firm name containing names other than those of one or more of the lawyers in the firm, except that the name of a professional corporation shall contain "PC" or such symbols permitted by law, the name of a limited liability company or partnership shall contain "LLC," "LLP" or such symbols permitted by law and, if otherwise lawful, a firm may use as, or continue to include in its name the name or names of one or more deceased or retired members of the firm or of a predecessor firm in a continuing line of succession. Such terms as "legal clinic," "legal aid," "legal service office," "legal assistance office," "defender office" and the like may be used only by qualified legal assistance organizations, except that the term "legal clinic" may be used by any lawyer or law firm provided the name of a participating lawyer or firm is incorporated therein. A lawyer or law firm may not include the name of a nonlawyer in its firm name, nor may a lawyer or law firm that has a contractual relationship with a nonlegal professional or nonlegal professional service firm pursuant to Rule 5.8 to provide legal and other professional services on a systematic and continuing basis include in its firm name the name of the nonlegal professional service firm or any individual nonlegal professional affiliated therewith. A lawyer who assumes a judicial, legislative or public executive or administrative post or office shall not permit the lawyer's name to remain in the name of a law firm or to be used in professional notices of the firm during any significant period in which the lawyer is not actively and regularly practicing law as a member of the firm and, during such period, other members of the firm shall not use the lawyer's name in the firm name or in professional notices of the firm.

(c) Lawyers shall not hold themselves out as having a partnership with one or more other lawyers unless they are in fact partners.

	<p><i>(d) A partnership shall not be formed or continued between or among lawyers licensed in different jurisdictions unless all enumerations of the members and associates of the firm on its letterhead and in other permissible listings make clear the jurisdictional limitations on those members and associates of the firm not licensed to practice in all listed jurisdictions; however, the same firm name may be used in each jurisdiction.</i></p> <p><i>(e) A lawyer or law firm may utilize a domain name for an internet web site that does not include the name of the lawyer or law firm provided:</i></p> <ul style="list-style-type: none"> <i>(1) all pages of the web site clearly and conspicuously include the actual name of the lawyer or law firm;</i> <i>(2) the lawyer or law firm in no way attempts to engage in the practice of law using the domain name;</i> <i>(3) the domain name does not imply an ability to obtain results in a matter; and</i> <i>(4) the domain name does not otherwise violate these Rules.</i> <p><i>(f) A lawyer or law firm may utilize a telephone number which contains a domain name, nickname, moniker or motto that does not otherwise violate these Rules.</i></p>
Rule 7.6	Does not adopt
Rule 8.1	<p style="text-align: center;"><i>RULE 8.1: CANDOR IN THE BAR ADMISSION PROCESS</i></p> <p><i>(a) A lawyer shall be subject to discipline if, in connection with the lawyer’s own application for admission to the bar previously filed in this state or in any other jurisdiction, or in connection with the application of another person for admission to the bar, the lawyer knowingly:</i></p> <ul style="list-style-type: none"> <i>(1) has made or failed to correct a false statement of material fact; or</i> <i>(2) has failed to disclose a material fact requested in connection with a lawful demand for information from an admissions authority.</i>
Rule 8.2	<p>(a) Replaces language with: “(a) A lawyer shall not knowingly make a false statement of fact concerning the qualifications, conduct or integrity of a judge or other adjudicatory officer or of a candidate for election or appointment to judicial office;”</p> <p>(b) replaces language after “provisions of” with “Part 100 of the Rules of the Chief Administrator of the Courts.”</p>
Rule 8.3	<p>(a) Replaces “inform...authority” with “report such knowledge to a tribunal or other authority empowered to investigate or act upon such violation;”</p> <p>(b) Replaces language with: “(b) A lawyer who possesses knowledge or evidence concerning another lawyer or a judge shall not fail to respond to a lawful demand for information from a tribunal or other authority empowered to investigate or act upon such conduct;”</p> <p>(c), (c)(1) and (c)(2) are similar to MR (c), but (c)(2) replaces “an approved...program” with “a bona fide lawyer assistance program.”</p>
Rule 8.4	<p>Replaces text in beginning of rule with: “A lawyer or law firm shall not:”</p> <p>(b) Replaces language with: “engage in illegal conduct that adversely reflects on the lawyer’s honesty, trustworthiness or fitness as a lawyer;”</p>

	<p>(e) Replaces language with: <i>(e) state or imply an ability: (1) to influence improperly or upon irrelevant grounds any tribunal, legislative body or public official; or (2) to achieve results using means that violate these Rules or other law;</i></p> <p>Adds (g): <i>Unlawfully discriminate in the practice of law, including in hiring, promoting or otherwise determining conditions of employment on the basis of age, race, creed, color, national origin, sex, disability, marital status or sexual orientation. Where there is a tribunal with jurisdiction to hear a complaint, if timely brought, other than a Departmental Disciplinary Committee, a complaint based on unlawful discrimination shall be brought before such tribunal in the first instance. A certified copy of a determination by such a tribunal, which has become final and enforceable and as to which the right to judicial or appellate review has been exhausted, finding that the lawyer has engaged in an unlawful discriminatory practice shall constitute prima facie evidence of professional misconduct in a disciplinary proceeding; or</i></p> <p>Adds (h): <i>Engage in any other conduct that adversely reflects on the lawyer's fitness as a lawyer.</i></p>
Rule 8.5	<p>Replaces “this jurisdiction” with “this state” throughout; (a) Deletes second sentence, “A lawyer...jurisdiction;” Does not adopt MR subparagraphs of (b); adds instead: <i>(1) For conduct in connection with a proceeding in a court before which a lawyer has been admitted to practice (either generally or for purposes of that proceeding), the rules to be applied shall be the rules of the jurisdiction in which the court sits, unless the rules of the court provide otherwise; and (2) For any other conduct: (i) If the lawyer is licensed to practice only in this state, the rules to be applied shall be the rules of this state, and (ii) If the lawyer is licensed to practice in this state and another jurisdiction, the rules to be applied shall be the rules of the admitting jurisdiction in which the lawyer principally practices; provided, however, that if particular conduct clearly has its predominant effect in another jurisdiction in which the lawyer is licensed to practice, the rules of that jurisdiction shall be applied to that conduct.</i></p>

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As of July 5, 2011

corrections or additions and the source of that information to John Holtaway, (312) 988-5298, John.Holtaway@americanbar.org.