

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

	<p align="center">OHIO</p> <p>Rules as adopted by Ohio Supreme Court to be effective 2/1/07. Variations from the Model Rules are noted. Rules only; Comment comparison not included.</p>
<p>Preamble</p>	<p>[1] As an officer of the court, a lawyer not only represents clients but has a special responsibility for the quality of justice. [2]: first sentence, replaces “As a representative of clients” with “In representing clients” Third sentence, deletes “zealously” Fourth sentence, replaces “but” with “and” Fifth sentence, replaces “acts by examining” with “examines” and “reporting” with “reports” [3]: does not have second sentence [4]: adds “and loyal” to end of first sentence [5]: adds to beginning, “Lawyers play a vital role in the preservation of society.” and “Adjudicatory officials, not being wholly free to defend themselves, are entitled to receive the support of the bar against unjustified criticism. Although a lawyer, as a citizen, has a right to criticize such officials, the lawyer should do so with restraint and avoid intemperate statements that tend to lessen public confidence in the legal system.” before last sentence [6]: first sentence, deletes “As a public citizen,” adds “ensure” before “access,” “advance” before “the administration” and “exemplify” before “the quality” [7] and [8]: did not adopt [9]: did not adopt first two sentences. First sentence same as MR third sentence but replaces “terms for resolving such conflicts” with “rules for a lawyer’s conduct.” Third sentence same as MR fifth sentence but replaces “Such” with “These.” Did not adopt last sentence [10]: did not adopt [11]: adds “The legal profession is self-governing in that the Ohio Constitution vests in the Supreme Court of Ohio the ultimate authority to regulate the profession.” to beginning [12] and [13]: did not adopt</p>
<p>Scope</p>	<p>[15]: deletes “and statutes”</p>
<p>Rule 1.0</p>	<p>Adds to beginning: “As used in these rules:” (c): adds “private or public legal aid or public defender organization” before “legal services” (d) “Fraud” or “fraudulent” denotes conduct that has an intent to deceive and is either of the following: (1) an actual or implied misrepresentation of a material fact that is made either with knowledge of its falsity or with such utter disregard and recklessness about its falsity that knowledge may be inferred;</p>

	<p>(2) a knowing concealment of a material fact where there is a duty to disclose the material fact. Adds (e) “Illegal” denotes criminal conduct or a violation of an applicable statute or administrative regulation. (f) – (l): same as MR (e) – (k) (m): same as MR (l) but replaces material after “denotes a” with “matter of real importance or great consequence” Adds (n) “Substantially related matter” denotes one that involves the same transaction or legal dispute or one in which there is a substantial risk that confidential factual information that would normally have been obtained in the prior representation of a client would materially advance the position of another client in a subsequent matter. (o) and (p): same as MR (m) and (n)</p>
Rule 1.1	Identical
Rule 1.2	<p>(a): first sentence, adds “and (e) of this rule” after “(d)”; second sentence, deletes “such”; adds new third sentence “A lawyer does not violate this rule by acceding to requests of opposing counsel that do not prejudice the rights of the client, being punctual in fulfilling all professional commitments, avoiding offensive tactics, and treating with courtesy and consideration all persons involved in the legal process.”; fifth sentence, same as MR fourth sentence but deletes “after consultation with the lawyer” (b): did not adopt (c): adds “of a new or existing” after “scope”; replaces material after “circumstances” with “and communicated to the client, preferably in writing” (d): replaces “criminal” with “illegal;” breaks paragraph into two sentences, ending first after “fraudulent” Adds (e) Unless otherwise required by law, a lawyer shall not present, participate in presenting, or threaten to present criminal charges or professional misconduct allegations solely to obtain an advantage in a civil matter.</p>
Rule 1.3	Identical
Rule 1.4	<p>(a): adds to end “do all of the following” (a)(1): deletes “as defined in Rule 1.0(e)” (a)(4): deletes “promptly”, adds “as soon as practicable” after “comply” and “from the client” to the end Adds (c) A lawyer shall inform a client at the time of the client’s engagement of the lawyer or at any time subsequent to the engagement if the lawyer does not maintain professional liability insurance in the amounts of at least one hundred thousand dollars per occurrence and three hundred thousand dollars in the aggregate or if the lawyer’s professional liability insurance is terminated. The notice shall be provided to the client on a separate form set forth following this rule and shall be signed by the client. (1) A lawyer shall maintain a copy of the notice signed by the client for five years after termination of representation of the client. (2) A lawyer who is involved in the division of fees pursuant to Rule 1.5(e) shall inform the client as required by division (c) of this rule before the client</p>

	<p>is asked to agree to the division of fees. (3) The notice required by division (c) of this rule shall not apply to either of the following: (i) A lawyer who is employed by a governmental entity and renders services pursuant to that employment; (ii) A lawyer who renders legal services to an entity that employs the lawyer as in-house counsel. NOTICE TO CLIENT Pursuant to Rule 1.4 of the Ohio Rules of Professional Conduct, I am required to notify you that I do not maintain professional liability (malpractice) insurance of at least \$100,000 per occurrence and \$300,000 in the aggregate.</p> <hr/> <p>Attorney's Signature CLIENT ACKNOWLEDGEMENT I acknowledge receipt of the notice required by Rule 1.4 of the Ohio Rules of Professional Conduct that [insert attorney's name] does not maintain professional liability (malpractice) insurance of at least \$100,000 per occurrence and \$300,000 in the aggregate.</p> <hr/> <p>Client's Signature</p> <hr/> <p>Date</p>
<p>Rule 1.5</p>	<p>Title: adds "and Expenses" (a): first sentence, replaces language after "collect an" with "illegal or clearly excessive fee." Adds new second sentence "A fee is clearly excessive when, after a review of the facts, a lawyer of ordinary prudence would be left with a definite and firm conviction that the fee is in excess of a reasonable fee." (b): first sentence, adds "nature and" before "scope;" replaces language after "commencing the representation" with "unless the lawyer will charge a client whom the lawyer has regularly represented on the same basis as previously charged" Second sentence, replaces material after "expenses" with "is subject to division (a) of this rule and shall promptly be communicated to the client, preferably in writing" (c): moves second and third sentences to new paragraph (c)(1), replacing "A" with "each," adding "and the lawyer" after "signed by the client," and replacing "must" with "shall" "before "clearly notify" Replaces last sentence with: (c)(2) If the lawyer becomes entitled to compensation under the contingent fee agreement and the lawyer will be disbursing funds, the lawyer shall prepare a closing statement and shall provide the client with that statement at the time of or prior to the receipt of compensation under the agreement. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyer's fees with a lawyer not in the same firm, as required in division (e)(3)</p>

	<p>of this rule. The closing statement shall be signed by the client and lawyer.</p> <p>(d): adds to end “any of the following”</p> <p>(d)(1): replaces “alimony or” with “spousal or child”</p> <p>Adds (d)(3) a fee denominated as “earned upon receipt,” “nonrefundable,” or in any similar terms, unless the client is simultaneously advised in writing that if the lawyer does not complete the representation for any reason, the client may be entitled to a refund of all or part of the fee based upon the value of the representation pursuant to division (a) of this rule.</p> <p>(e) Lawyers who are not in the same firm may divide fees only if all of the following apply:</p> <p>(e)(1): adds “of fees” after “division” and “and agrees to be available for consultation with the client” to end</p> <p>(e)(2) the client has given written consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation;</p> <p>Adds (e)(3) except where court approval of the fee division is obtained, the written closing statement in a case involving a contingent fee shall be signed by the client and each lawyer and shall comply with the terms of division (c)(2) of this rule;</p> <p>(e)(4): same as MR (e)(3)</p> <p>Adds (f) In cases of a dispute between lawyers arising under this rule, fees shall be divided in accordance with the mediation or arbitration provided by a local bar association. When a local bar association is not available or does not have procedures to resolve fee disputes between lawyers, the dispute shall be referred to the Ohio State Bar Association for mediation or arbitration.</p>
<p>Rule 1.6</p>	<p>(a): adds “including information protected by the attorney-client privilege under applicable law” before “unless” and “or required by division (c) of this rule” to end</p> <p>(b): adds “including information protected by the attorney-client privilege under applicable law” after “representation of a client” and “for any of the following purposes” to end</p> <p>(b)(2): to prevent the commission of a crime by the client or other person</p> <p>(b)(3): deletes “prevent,” “or rectify” and “that is reasonably certain to result or;” replaces “a crime or fraud” with “an illegal or fraudulent act;” deletes “or is using”</p> <p>(b)(5): adds “including any disciplinary matter” after “proceeding”</p> <p>Adds (c) A lawyer shall reveal information relating to the representation of a client, including information protected by the attorney-client privilege under applicable law, to the extent the lawyer reasonably believes necessary to comply with Rule 3.3 or 4.1.</p>
<p>Rule 1.7</p>	<p>(a) A lawyer’s acceptance or continuation of representation of a client creates a conflict of interest if either of the following applies:</p> <p>(a)(1): replaces “one” with “that” and adds “current” before “client”</p> <p>(a)(2) there is a substantial risk that the lawyer’s ability to consider, recommend, or carry out an appropriate course of action for that client will be</p>

	<p>materially limited by the lawyer’s responsibilities to another client, a former client, or a third person or by the lawyer’s own personal interests.</p> <p>(b) A lawyer shall not accept or continue the representation of a client if a conflict of interest would be created pursuant to division (a) of this rule, unless all of the following apply:</p> <p>(b)(1) the lawyer will be able to provide competent and diligent representation to each affected client;</p> <p>(b)(2): same as MR (b)(4)</p> <p>(b)(3) the representation is not precluded by division (c) of this rule.</p> <p>Adds (c) Even if each affected client consents, the lawyer shall not accept or continue the representation if either of the following applies:</p> <p>(1) the representation is prohibited by law;</p> <p>(2) the representation would involve the assertion of a claim by one client against another client represented by the lawyer in the same proceeding.</p>
<p>Rule 1.8</p>	<p>(a): adds to end “all of the following apply”</p> <p>(a)(1): replaces “and transmitted” with “to the client”</p> <p>(b): moves “except as permitted or required by these rules” from end of paragraph to beginning</p> <p>(c) A lawyer shall not solicit any substantial gift from a client. A lawyer shall not prepare on behalf of a client an instrument giving the lawyer, the lawyer’s partner, associate, paralegal, law clerk, or other employee of the lawyer’s firm, a lawyer acting “of counsel” in the lawyer’s firm, or a person related to the lawyer any gift unless the lawyer or other recipient of the gift is related to the client. For purposes of division (c) of this rule:</p> <p>(1) “person related to the lawyer” includes a spouse, child, grandchild, parent, grandparent, sibling, or other relative or individual with whom the lawyer or the client maintains a close, familial relationship;</p> <p>(2) “gift” includes a testamentary gift.</p> <p>(e): adds to end “a lawyer may do either of the following”</p> <p>(f): replaces “one” with “someone” adds to end: divisions (f)(1) to (3) and, if applicable, division (f)(4) apply”</p> <p>Adds (f)(4) if the lawyer is compensated by an insurer to represent an insured, the lawyer delivers a copy of the following Statement of Insured Client’s Rights to the client in person at the first meeting or by mail within ten days after the lawyer receives notice of retention by the insurer:</p> <p>STATEMENT OF INSURED CLIENT’S RIGHTS</p> <p>An insurance company has retained a lawyer to defend a lawsuit or claim against you. This Statement of Insured Client’s Rights is being given to you to assure that you are aware of your rights regarding your legal representation.</p> <p>1. Your Lawyer: Your lawyer has been retained by the insurance company under the terms of your policy. If you have questions about the selection of the lawyer, you should discuss the matter with the insurance company or the lawyer.</p> <p>2. Directing the Lawyer: Your policy may provide that the insurance company can reasonably control the defense of the lawsuit. In addition, your insurance company may establish guidelines governing how lawyers are to proceed in</p>

	<p>defending you—guidelines that you are entitled to know. However, the lawyer cannot act on the insurance company’s instructions when they are contrary to your interest.</p> <p>3. Communications: Your lawyer should keep you informed about your case and respond to your reasonable requests for information.</p> <p>4. Confidentiality: Lawyers have a duty to keep secret the confidential information a client provides, subject to limited exceptions. However, the lawyer chosen to represent you also may have duty to share with the insurance company information relating to the defense or settlement of the claim. Whenever a waiver of lawyer-client confidentiality is needed, your lawyer has a duty to consult with you and obtain your informed consent.</p> <p>5. Release of Information for Audits: Some insurance companies retain auditing companies to review the billing and files of the lawyers they hire to represent policyholders. If the lawyer believes an audit, bill review, or other action initiated by the insurance company may release confidential information in a manner that may be contrary to your interest, the lawyer must advise you regarding the matter and provide an explanation of the purpose of the audit and the procedure involved. Your written consent must be given in order for an audit to be conducted. If you withhold your consent, the audit shall not be conducted.</p> <p>6. Conflicts of Interest: The lawyer is responsible for identifying conflicts of interest and advising you of them. If at any time you have a concern about a conflict of interest in your case, you should discuss your concern with the lawyer. If a conflict of interest exists that cannot be resolved, the insurance company may be required to provide you with another lawyer.</p> <p>7. Settlement: Many insurance policies state that the insurance company alone may make a decision regarding settlement of a claim. Some policies, however, require your consent. You should discuss with your lawyer your rights under the policy regarding settlement. No settlement requiring you to pay money in excess of your policy limits can be reached without your agreement.</p> <p>8. Fees and Costs: As provided in your insurance policy, the insurance company usually pays all of the fees and costs of defending the claim. If you are responsible for paying the lawyer any fees and costs, your lawyer must promptly inform you of that.</p> <p>9. Hiring your own Lawyer: The lawyer hired by the insurance company is only representing you in defending the claim brought against you. If you desire to pursue a claim against someone, you will need to hire your own lawyer. You may also wish to hire your own lawyer if there is a risk that there might be a judgment entered against you for more than the amount of your insurance. Your lawyer has a duty to inform you of this risk and other reasonably foreseeable adverse results.</p> <p>(g): adds after “unless” “the settlement or agreement is subject to court approval or” and “or agreement” to end</p> <p>(h): adds to end “do any of the following”</p> <p>(h)(1): adds “or requiring arbitration of a claim against the lawyer” after “malpractice”</p>
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	<p>(h)(2) settle a claim or potential claim for such liability unless all of the following apply:</p> <p>(i) the settlement is not unconscionable, inequitable, or unfair;</p> <p>(ii) the client or former client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel in connection therewith;</p> <p>(iii) the client or former client gives informed consent.</p> <p>(i): adds to end “do either of the following”</p> <p>(j): replaces “have sexual relations” with “solicit or engage in sexual activity”</p> <p>(k): deletes “the foregoing”</p>
Rule 1.9	<p>(a): moves “unless the former client gives informed consent, confirmed in writing” from end of rule to beginning</p> <p>(b): moves “unless the former client gives informed consent, confirmed in writing” from end of (b)(2) to beginning of (b), adds “where both of the following apply” to end</p> <p>(b)(1): “the interests of the client” replaces “whose interest”</p> <p>(b)(2) the lawyer had acquired information about the client that is protected by Rules 1.6 and 1.9(c) and material to the matter.</p> <p>(c): adds “do either of the following” to end</p>
Rule 1.10	<p>(a): deletes “knowingly,” adds “the lawyer knows or reasonably should know that” after “when”</p> <p>(b) When a lawyer is no longer associated with a firm, no lawyer in that firm shall thereafter represent a person with interests materially adverse to those of a client represented by the formerly associated lawyer and not currently represented by the firm, if the lawyer knows or reasonably should know that either of the following applies:</p> <p>(1) the formerly associated lawyer represented the client in the same or a substantially related matter;</p> <p>Adds (c) When a lawyer has had substantial responsibility in a matter for a former client and becomes associated with a new firm, no lawyer in the new firm shall knowingly represent, in the same matter, a person whose interests are materially adverse to the interests of the former client.</p> <p>Adds (d) In circumstances other than those covered by Rule 1.10(c), when a lawyer becomes associated with a new firm, no lawyer in the new firm shall knowingly represent a person in a matter in which the lawyer is personally disqualified under Rule 1.9 unless both of the following apply:</p> <p>(1) the new firm timely screens the personally disqualified lawyer from any participation in the matter and that lawyer is apportioned no part of the fee from that matter;</p> <p>(2) written notice is given as soon as practicable to any affected former client.</p> <p>(e): same as MR (c) but replaces “prescribed” with “required”</p> <p>(f): same as MR (d)</p>
Rule 1.11	<p>(a): deletes “Except as law may otherwise expressly permit,” adds “shall comply with both of the following” to end</p> <p>(a)(1) all applicable laws and Rule 1.9(c) regarding conflicts of interest;</p> <p>(a)(2): deletes “shall”</p>

	<p>(b): adds “both of the following apply” to end (b)(2): deletes “promptly,” adds “as soon as practicable” after “given” (d): adds to end “shall comply with both of the following” (d)(1): deletes “is subject to” (d)(2): adds to end “do either of the following” (e): adds to end “both of the following”</p>
Rule 1.12	(c): adds to end “both of the following apply”
Rule 1.13	<p>(a): deletes “duly authorized,” adds “A lawyer employed or retained by an organization owes allegiance to the organization and not to any constituent or other person connected with the organization. The constituents of an organization include its owners and its duly authorized officers, directors, trustees, and employees.” to end (b) If a lawyer for an organization knows or reasonably should know that its constituent’s action, intended action, or refusal to act (1) violates a legal obligation to the organization, or (2) is a violation of law that reasonably might be imputed to the organization and that is likely to result in substantial injury to the organization, then the lawyer shall proceed as is necessary in the best interest of the organization. When it is necessary to enable the organization to address the matter in a timely and appropriate manner, the lawyer shall refer the matter to higher authority, including, if warranted by the circumstances, the highest authority that can act on behalf of the organization under applicable law. (c) The discretion or duty of a lawyer for an organization to reveal information relating to the representation outside the organization is governed by Rule 1.6(b) and (c). (d): same as MR (f) (e): same as MR (g) but adds “written” before “consent”</p>
Rule 1.14	Identical
Rule 1.15 (revised, effective 1/1/10)	<p>Title: adds “Funds and” after “Safekeeping” (a) A lawyer shall hold property of clients or third persons that is in a lawyer’s possession in connection with a representation separate from the lawyer’s own property. Funds shall be kept in a separate interest-bearing account in a financial institution authorized to do business in Ohio and maintained in the state where the lawyer’s office is situated. The account shall be designated as a “client trust account,” “IOLTA account,” or with a clearly identifiable fiduciary title. Other property shall be identified as such and appropriately safeguarded. Records of such account funds and other property shall be kept by the lawyer and shall be preserved for a period of seven years after termination of the representation or the appropriate disbursement of such funds or property, whichever comes first. For other property, the lawyer shall maintain a record that identifies the property, the date received, the person on whose behalf the property was held, and the date of distribution. For funds, the lawyer shall do all of the following: (1) maintain a copy of the fee agreement with each client; (2) maintain a record for each client on whose behalf funds are held that sets forth all of the following:</p>

	<p>(i) the name of the client;</p> <p>(ii) the date, amount, and source of all funds received on behalf of such client;</p> <p>(iii) the date, amount, payee, and purpose of each disbursement made on behalf of such client;</p> <p>(iv) the current balance for such client.</p> <p>(3) maintain a record for each bank account that sets forth all of the following:</p> <p>(i) the name of such account;</p> <p>(ii) the date, amount, and client affected by each credit and debit;</p> <p>(iii) the balance in the account.</p> <p>(4) maintain all bank statements, deposit slips, and cancelled checks, if provided by the bank, for each bank account;</p> <p>(5) perform and retain a monthly reconciliation of the items contained in divisions (a)(2), (3), and (4) of this rule.</p> <p>(b): adds “or obtaining a waiver of” after “paying”</p> <p>(d): inserts “lawful” before “interest” in first sentence, adds after first sentence: “For purposes of this rule, the third person’s interest shall be one of which the lawyer has actual knowledge and shall be limited to a statutory lien, a final judgment addressing disposition of the funds or property, or a written agreement by the client or the lawyer on behalf of the client guaranteeing payment from the specific funds or property;”</p> <p>adds “or a third person, confirmed in writing” after “agreement with the client”</p> <p>Breaks language after “upon” into separate sentence and adds “funds and” before “property”</p> <p>(e): adds “funds or other” before first use of “property,” removes parentheses around “one of whom may be the lawyer” and replaces with commas, replaces “the property shall be kept separate by the lawyer” with “the lawyer shall hold the funds or other property pursuant to division (a) of this rule”</p> <p>Adds (f) Upon dissolution of any law firm, the former partners, managing partners, or supervisory lawyers shall promptly account for all client funds and shall make appropriate arrangements for one of them to maintain all records generated under division (a) of this rule.</p> <p>Adds (g) A lawyer, law firm, or estate of a deceased lawyer who sells a law practice shall account for and transfer all funds held pursuant to this rule to the lawyer or law firm purchasing the law practice at the time client files are transferred.</p> <p>Adds (h) A lawyer, a lawyer in the lawyer’s firm, or a firm that owns an interest in a business that provides a law-related service shall:</p> <p>(1) maintain funds of clients or third persons that cannot earn any net income for the clients or third persons in an interest-bearing trust account that is established in an eligible depository institution as required by sections 3953.231, 4705.09, and 4705.10 of the Revised Code or any rules adopted by the Ohio Legal Assistance Foundation pursuant to section 120.52 of the Revised Code.</p> <p>(2) notify the Ohio Legal Assistance Foundation, in a manner required by rules adopted by the Ohio Legal Assistance Foundation pursuant to section 120.52 of the Revised Code, of the existence of an interest-bearing trust account;</p>
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	<p>(3) comply with the reporting requirement contained in Gov. Bar R. VI, Section 1(F).</p>
<p>Rule 1.16</p>	<p>(a): replaces “Except as stated in paragraph (c)” with “Subject to divisions (c), (d), and (e) of this rule,” adds to end “any of the following applies” (b): replaces “Except as stated in paragraph (c)” with “Subject to divisions (c), (d), and (e) of this rule,” adds to end “any of the following applies” (b)(2): replaces “criminal” with “illegal” (b)(5): adds “financial or otherwise” after first use of “obligation” Adds (b)(7) the client gives informed consent to termination of the representation; Adds (b)(8) the lawyer sells the law practice in accordance with Rule 1.17; (b)(9): same as MR (b)(7) (c) If permission for withdrawal from employment is required by the rules of a tribunal, a lawyer shall not withdraw from employment in a proceeding before that tribunal without its permission. Adds (d) As part of the termination of representation, a lawyer shall take steps, to the extent reasonably practicable, to protect a client’s interest. The steps include giving due notice to the client, allowing reasonable time for employment of other counsel, delivering to the client all papers and property to which the client is entitled, and complying with applicable laws and rules. Client papers and property shall be promptly delivered to the client. “Client papers and property” may include correspondence, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, and other items reasonably necessary to the client’s representation. Adds (e) A lawyer who withdraws from employment shall refund promptly any part of a fee paid in advance that has not been earned, except when withdrawal is pursuant to Rule 1.17.</p>
<p>Rule 1.17</p>	<p>(a) Subject to the provisions of this rule, a lawyer or law firm may sell or purchase a law practice, including the good will of the practice. The law practice shall be sold in its entirety, except where a conflict of interest is present that prevents the transfer of representation of a client or class of clients. This rule shall not permit the sale or purchase of a law practice where the purchasing lawyer is buying the practice for the sole or primary purpose of reselling the practice to another lawyer or law firm. (b) As used in this rule: (1) “Purchasing lawyer” means either an individual lawyer or a law firm; (2) “Selling lawyer” means an individual lawyer, a law firm, the estate of a deceased lawyer, or the representatives of a disabled or disappeared lawyer. (c) The selling lawyer and the prospective purchasing lawyer may engage in general discussions regarding the possible sale of a law practice. Before the selling lawyer may provide the prospective purchasing lawyer with information relative to client representation or confidential material contained in client files, the selling lawyer shall require the prospective purchasing lawyer to execute a confidentiality agreement. The confidentiality agreement shall bind the prospective purchasing lawyer to preserve information relating to the representation of the clients of the selling lawyer, consistent with Rule</p>

	<p>1.6, as if those clients were clients of the prospective purchasing lawyer.</p> <p>(d) The selling lawyer and the purchasing lawyer may negotiate the terms of the sale of a law practice, subject to all of the following:</p> <p>(1) The sale agreement shall include a statement by selling lawyer and purchasing lawyer that the purchasing lawyer is purchasing the law practice in good faith and with the intention of delivering legal services to clients of the selling lawyer and others in need of legal services.</p> <p>(2) The sale agreement shall provide that the purchasing lawyer will honor any fee agreements between the selling lawyer and the clients of the selling lawyer relative to legal representation that is ongoing at the time of the sale. The purchasing lawyer may negotiate fees with clients of the selling lawyer for legal representation that is commenced after the date of the sale.</p> <p>(3) The sale agreement may include terms that reasonably limit the ability of the selling lawyer to reenter the practice of law, including, but not limited to, the ability of the selling lawyer to reenter the practice of law for a specific period of time or to practice in a specific geographic area. The sale agreement shall not include terms limiting the ability of the selling lawyer to practice law or reenter the practice of law if the selling lawyer is selling his or her law practice to enter academic, government, or public service or to serve as in-house counsel to a business.</p> <p>(e) Prior to completing the sale, the selling lawyer and purchasing lawyer shall provide written notice of the sale to the clients of the selling lawyer. For purposes of this rule, clients of the selling lawyer include all current clients of the selling lawyer and any closed files that the selling lawyer and purchasing lawyer agree to make subject of the sale. The written notice shall include all of the following:</p> <p>(1) The anticipated effective date of the proposed sale;</p> <p>(2) A statement that the purchasing lawyer will honor all existing fee agreements for legal representation that is ongoing at the time of sale and that fees for legal representation commenced after the date of sale will be negotiated by the purchasing lawyer and client;</p> <p>(3) The client's right to retain other counsel or take possession of case files;</p> <p>(4) The fact that the client's consent to the sale will be presumed if the client does not take action or otherwise object within ninety days of the receipt of the notice;</p> <p>(5) Biographical information relative to the professional qualifications of the purchasing lawyer, including but not limited to applicable information consistent with Rule 7.2, information regarding any disciplinary action taken against the purchasing lawyer, and information regarding the existence, nature, and status of any pending disciplinary complaint certified by a probable cause panel pursuant to Gov. Bar R. V, Section 6(D)(1).</p> <p>(f) If the seller is the estate of a deceased lawyer or the representative of a disabled or disappeared lawyer, the purchasing lawyer shall provide the written notice required by division (e) of this rule, and the purchasing lawyer shall obtain written consent from each client to act on the client's behalf. The client's consent shall be presumed if no response is received from the client</p>
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	<p>within ninety days of the date the notice was sent to the client at the client's last known address as shown on the records of the seller or the client's rights would be prejudiced by a failure to act during the ninety day period.</p> <p>(g) If a client cannot be given the notice required by division (e) of this rule, the representation of that client may be transferred to the purchaser only after the selling lawyer and purchasing lawyer have caused notice of the sale to be made by at least one publication in a newspaper of general circulation in the county in which the sale will occur or in an adjoining county if no newspaper is published in the county in which the sale will occur. Upon completion of the publication, the client's consent to the sale is presumed.</p> <p>(h) The written notice to clients required by division (e) and (f) of this rule shall be provided by certified mail, return receipt requested. In lieu of providing notice by certified mail, either the selling lawyer or purchasing lawyer, or both, may personally deliver the notice to a client. In the case of personal delivery, the lawyer providing the notice shall obtain written acknowledgement of the delivery from the client.</p> <p>(i) Neither the selling lawyer nor the purchasing lawyer shall attempt to exonerate the lawyer or law firm from or limit liability to the former or prospective client for any malpractice or other professional negligence. The provisions of Rule 1.8(h) shall be incorporated in all agreements for the sale or purchase of a law practice. The selling lawyer or the purchasing lawyer, or both, may agree to provide for the indemnification or other contribution arising from any claim or action in malpractice or other professional negligence.</p>
Rule 1.18	<p>(d): adds to end "either of the following applies"</p> <p>(d)(2): adds to end "both of the following apply"</p>
Rule 2.1	Identical
Rule 2.2	Identical
Rule 2.3	(a): adds "agree to" before "provide"
Rule 2.4	Title: adds "Arbitrator, Mediator, or" before "Third-Party"
Rule 3.1	Replaces "therein" with "in a proceeding"
Rule 3.2	Did not adopt
Rule 3.3	<p>(a): adds to end "do any of the following"</p> <p>(a)(3) and (b): replaces "remedial measures" with "measures to remedy the situation"</p> <p>(b): adds "including the client" after "person"</p> <p>(c): replaces "to the conclusion of the proceeding" with "until the issue to which the duty relates is determined by the highest tribunal that may consider the issue, or the time has expired for such determination"</p>
Rule 3.4	<p>First paragraph: adds to end "do any of the following"</p> <p>(a): replaces "or" after "evidence" with ";" and ". A lawyer shall not" after "value" with "; or"</p> <p>(c): adds "good faith" before "assertion"</p> <p>(d): adds "intentionally or habitually" after "procedure," "motion or" before "discovery"</p>

	<p>(e): adds “or by a good-faith belief that such evidence may exist” after “evidence”</p> <p>(f): did not adopt</p> <p>Adds (g) advise or cause a person to hide or to leave the jurisdiction of a tribunal for the purpose of becoming unavailable as a witness.</p>
Rule 3.5	<p>(a): same as first paragraph of MR but adds “do any of the following” to end</p> <p>(a)(1): same as MR (a) but replaces “judge” with “judicial officer”</p> <p>Adds (a)(2) lend anything of value or give anything of more than de minimis value to a judicial officer, official, or employee of a tribunal;</p> <p>(a)(3) communicate ex parte with either of the following:</p> <p>(i) a judicial officer or other official as to the merits of the case during the proceeding unless authorized to do so by law or court order;</p> <p>(ii) a juror or prospective juror during the proceeding unless otherwise authorized to do so by law or court order.</p> <p>(a)(4): same as MR (c) but adds “any of the following applies” to end</p> <p>(a)(4)(i) – (iii): same as MR (c)(1) – (3)</p> <p>(a)(5): same as MR (d)</p> <p>Adds (a)(6) engage in undignified or discourteous conduct that is degrading to a tribunal.</p> <p>Adds (b) A lawyer shall reveal promptly to the tribunal improper conduct by a juror or prospective juror, or by another toward a juror, prospective juror, or family member of a juror or prospective juror, of which the lawyer has knowledge.</p>
Rule 3.6	<p>(b): adds “of this rule and if permitted by Rule 1.6” after “(a)” and “any of the following” to end</p> <p>(b)(7): adds “of this rule, any of the following” to end</p>
Rule 3.7	<p>(a): adds “one or more of the following applies” to end</p> <p>Adds (c) A government lawyer participating in a case shall not testify or offer the testimony of another lawyer in the same government agency, except where division (a) applies or where permitted by law.</p>
Rule 3.8	<p>First paragraph: adds “not do any of the following” to end</p> <p>(a): replaces “refrain from prosecuting” with “pursue or prosecute”</p> <p>(b) and (c): did not adopt</p> <p>(d): adds “fail to” to beginning and before “disclose,” deletes “and to the tribunal” and “protective”</p> <p>(e): deletes “not,” adds “all of the following apply” to end</p> <p>(f): did not adopt</p>
Rule 3.9	Identical
Rule 4.1	<p>First paragraph: adds “do either of the following” to end</p> <p>(b): replaces “criminal” with “illegal,” ends sentence after “client”</p>
Rule 4.2	Identical
Rule 4.3	Identical
Rule 4.4	(a): adds “harass” after “embarrass”
Rule 5.1	(a) and (b): did not adopt

	(c): adds “either of the following applies” to end (c)(2): adds “or government agency” after “firm”
Rule 5.2	(b): deletes “arguable”
Rule 5.3	First paragraph: adds “all of the following apply” to end (a): deletes “a partner, and” and “comparable,” adds “or government agency” after “firm” (c): adds “either of the following applies” to end (c)(2): deletes “is a partner or,” adds “or government agency” after “firm”
Rule 5.4	(a): replaces “that” with “in any of the following circumstances” (a)(4): deletes “or recommended” and “employment of” Adds (a)(5) a lawyer may share legal fees with a nonprofit organization that recommended employment of the lawyer in the matter, if the nonprofit organization complies with Rule XVI of the Supreme Court Rules for the Government of the Bar of Ohio. (d): adds to end “any of the following applies”
Rule 5.5	(b): adds to end “do either of the following” (c): adds “who is” after “lawyer,” replaces “and not disbarred or suspended from practice in any jurisdiction” with “is in good standing in the jurisdiction in which the lawyer is admitted, and regularly practices law” and adds “if one or more of the following apply” to end (c)(1) – (3): adds “the services” to beginning (c)(2) and (3): deletes “in or” (c)(4): replaces “are not within paragraphs (c)(2) or (c)(3) and” with “the lawyer engages in negotiations, investigations, or other nonlitigation activities that” (d): adds “and in good standing” after “admitted,” deletes “and not disbarred or suspended from practice in any jurisdiction” and replaces “that” with “in either of the following circumstances” (d)(1) the lawyer is registered in compliance with Gov. Bar R. VI, Section 4 and is providing services to the employer or its organizational affiliates for which the permission of a tribunal to appear pro hac vice is not required; (d)(2) the lawyer is providing services that the lawyer is authorized to provide by federal or Ohio law.
Rule 5.6	First paragraph : adds to end “either of the following” (b): replaces “client” with “claim or”
Rule 5.7	(a): replaces “paragraph (b)” with “division (e) of this rule,” adds to end “in either of the following circumstances” (b)(2): adds “or owned” after “controlled;” replaces “if the lawyer fails to take” with “unless the lawyer takes,” “assure” with “ensure” Adds (b) A lawyer who controls or owns an interest in a business that provides a law-related service shall not require any customer of that business to agree to legal representation by the lawyer as a condition of the engagement of that business. A lawyer who controls or owns an interest in a business that provides law-related services shall disclose the interest to a customer of that business, and the fact that the customer may obtain legal services elsewhere, before performing legal services for the customer.

	<p>Adds (c) A lawyer who controls or owns an interest in a business that provides a law-related service shall not require the lawyer’s client to agree to use that business as a condition of the engagement for legal services. A lawyer who controls or owns an interest in a business that provides a law-related service shall disclose the interest to the client, and the fact that the client may obtain the law-related services elsewhere, before providing the law-related services to the client.</p> <p>Adds (d) Limitations or obligations imposed by this rule on a lawyer shall apply to both of the following:</p> <p>(1) every lawyer in a firm who knows that another lawyer in his or her firm controls or owns an interest in a business that provides a law-related service;</p> <p>(2) every lawyer in a firm that controls or owns an interest in a business that provides a law-related service.</p> <p>(e): same as MR (b) but deletes “and in substance are related to”</p>
Rule 6.1	Adoption deferred
Rule 6.2	<p>First paragraph: replaces “tribunal” with “court,” adds “either of the following” to end</p> <p>(c): did not adopt</p>
Rule 6.3	Did not adopt
Rule 6.4	Did not adopt
Rule 6.5	<p>(a): adds to end “is subject to both of the following”</p> <p>(a)(1) and (2): deletes “is subject to”</p>
Rule 7.1	Adds “or use” after “make,” “or nonverifiable” after first use of “misleading”
Rule 7.2	<p>Title: adds “and Recommendation of Professional Employment”</p> <p>(b): adds to end “pay any of the following”</p> <p>(b)(1), (2) and (4): deletes “pay”</p> <p>(b)(2): ends paragraph after “plan”</p> <p>Adds (b)(3) the usual charges for a nonprofit or lawyer referral service that complies with Rule XVI of the Supreme Court Rules for the Government of the Bar of Ohio;</p> <p>(b)(4): same as MR (b)(3). Did not adopt MR (b)(4)</p> <p>Adds (d) A lawyer shall not seek employment in connection with a matter in which the lawyer or law firm does not intend to participate actively in the representation, but that the lawyer or law firm intends to refer to other counsel. This provision shall not apply to organizations listed in Rules 7.2(b)(2) or (3) or if the advertisement is in furtherance of a transaction permitted by Rule 1.17.</p>
Rule 7.3	<p>(a): replaces “the person contacted” with “either of the following applies”</p> <p>(a)(1) and (2): adds “the person contacted” to beginning</p> <p>(b): adds “either of the following applies” to end</p> <p>(c) Unless the recipient of the communication is a person specified in division (a)(1) or (2) of this rule, every <i>written</i>, recorded, or electronic communication from a lawyer soliciting professional employment from a prospective client whom the lawyer <i>reasonably believes</i> to be in need of legal services in a</p>

	<p>particular matter shall comply with all of the following:</p> <ol style="list-style-type: none">(1) Disclose accurately and fully the manner in which the lawyer or <i>law firm</i> became aware of the identity and specific legal need of the addressee;(2) Disclaim or refrain from expressing any predetermined evaluation of the merits of the addressee's case;(3) Conspicuously include in its text and on the outside envelope, if any, and at the beginning and ending of any recorded or electronic communication the recital - "ADVERTISING MATERIAL" or "ADVERTISEMENT ONLY." <p>Adds (d) Prior to making a communication soliciting professional employment from a prospective client pursuant to division (c) of this rule to a party who has been named as a defendant in a civil action, a lawyer or <i>law firm</i> shall verify that the party has been served with notice of the action filed against that party. Service shall be verified by consulting the docket of the court in which the action was filed to determine whether mail, personal, or residence service has been perfected or whether service by publication has been completed. Division (d) of this rule shall not apply to the solicitation of a debtor regarding representation of the debtor in a potential or actual bankruptcy action.</p> <p>Adds (e) If a communication soliciting professional employment from a prospective client or a relative of a prospective client is sent within thirty days of an accident or disaster that gives rise to a potential claim for personal injury or wrongful death, the following "Understanding Your Rights" shall be included with the communication.</p> <p>UNDERSTANDING YOUR RIGHTS*</p> <p>If you have been in an accident, or a family member has been injured or killed in a crash or some other incident, you have many important decisions to make. It is important for you to consider the following:</p> <ol style="list-style-type: none">1. Make and keep records - If your situation involves a motor vehicle crash, regardless of who may be at fault, it is helpful to obtain a copy of the police report, learn the identity of any witnesses, and obtain photographs of the scene, vehicles, and any visible injuries. Keep copies of receipts of all your expenses and medical care related to the incident.2. You do not have to sign anything - You may not want to give an interview or recorded statement without first consulting with an attorney, because the statement can be used against you. If you may be at fault or have been charged with a traffic or other offense, it may be advisable to consult an attorney right away. However, if you have insurance, your insurance policy probably requires you to cooperate with your insurance company and to provide a statement to the company. If you fail to cooperate with your insurance company, it may void your coverage.3. Your interests versus interests of insurance company - Your interests and those of the other person's insurance company are in conflict. Your interests may also be in conflict with your own insurance company. Even if you are not sure who is at fault, you should contact your own insurance company and advise the company of the incident to protect your insurance coverage.4. There is a time limit to file an insurance claim - Legal rights, including filing a lawsuit, are subject to time limits. You should ask what time limits
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	<p>apply to your claim. You may need to act immediately to protect your rights.</p> <p>5. Get it in <i>writing</i> - You may want to request that any offer of settlement from anyone be put in <i>writing</i>, including a <i>written</i> explanation of the type of damages which they are willing to cover.</p> <p>6. Legal assistance may be appropriate - You may consult with an attorney before you sign any document or release of claims. A release may cut off all future rights against others, obligate you to repay past medical bills or disability benefits, or jeopardize future benefits. If your interests conflict with your own insurance company, you always have the right to discuss the matter with an attorney of your choice, which may be at your own expense.</p> <p>7. How to find an attorney - If you need professional advice about a legal problem but do not know an attorney, you may wish to check with relatives, friends, neighbors, your employer, or co-workers who may be able to recommend an attorney. Your local bar association may have a lawyer referral service that can be found in the Yellow Pages or on the Internet.</p> <p>8. Check a lawyer's qualifications - Before hiring any lawyer, you have the right to know the lawyer's background, training, and experience in dealing with cases similar to yours.</p> <p>9. How much will it cost? - In deciding whether to hire a particular lawyer, you should discuss, and the lawyer's written fee agreement should reflect:</p> <p>a. How is the lawyer to be paid? If you already have a settlement offer, how will that affect a contingent fee arrangement?</p> <p>b. How are the expenses involved in your case, such as telephone calls, deposition costs, and fees for expert witnesses, to be paid? Will these costs be advanced by the lawyer or charged to you as they are incurred? Since you are obligated to pay all expenses even if you lose your case, how will payment be arranged?</p> <p>c. Who will handle your case? If the case goes to trial, who will be the trial attorney?</p> <p>This information is not intended as a complete description of your legal rights, but as a checklist of some of the important issues you should consider.</p> <p>*THE SUPREME COURT OF OHIO, WHICH GOVERNS THE CONDUCT OF LAWYERS IN THE STATE OF OHIO, NEITHER PROMOTES NOR PROHIBITS THE DIRECT SOLICITATION OF PERSONAL INJURY VICTIMS. THE COURT DOES REQUIRE THAT, IF SUCH A SOLICITATION IS MADE, IT MUST INCLUDE THE ABOVE DISCLOSURE.</p> <p>(f): same as MR (d)</p>
<p>Rule 7.4</p>	<p>(a): adds to end "or limits his or her practice to or concentrates in particular fields of law"</p> <p>Adds (c) A lawyer engaged in trademark practice may use the designation "Trademarks," "Trademark Attorney," or a substantially similar designation.</p> <p>(d): same as MR (c)</p> <p>(e): same as MR (d) but adds "both of the following apply" to end</p> <p>(e)(1): same as MR (d)(1) but replaces material after first "by" with "the Supreme Court Commission on Certification of Attorneys as Specialists"</p>

	(e)(2): same as MR (d)(2)
Rule 7.5	<p>(a): replaces material after first sentence with “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 the 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 or association, legal clinic, limited liability company, or registered partnership shall contain symbols indicating the nature of the organization as required by Gov. Bar R. III. 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.”</p> <p>(b) A law firm with offices in more than one jurisdiction that lists attorneys associated with the firm shall indicate the jurisdictional limitations on those not licensed to practice in Ohio.</p>
Rule 7.6	Did not adopt
Rule 8.1	<p>First paragraph: In connection with a bar admission application or in connection with a disciplinary matter, a lawyer shall not do any of the following:</p> <p>(b) in response to a demand for information from an admissions or disciplinary authority, fail to disclose a material fact or knowingly fail to respond, except that this rule does not require disclosure of information otherwise protected by Rule 1.6.</p>
Rule 8.2	<p>Title: deletes “and Legal”</p> <p>(a): replaces “judge, adjudicatory officer or public legal officer” with “judicial officer,” deletes “or legal” before “office”</p> <p>(b) A lawyer who is a candidate for judicial office shall not violate the provisions of the Ohio Code of Judicial Conduct applicable to judicial candidates.</p>
Rule 8.3	<p>(a) A lawyer who possesses unprivileged knowledge of a violation of the Ohio Rules of Professional Conduct that raises a question as to any lawyer’s honesty, trustworthiness, or fitness as a lawyer in other respects, shall inform a disciplinary authority empowered to investigate or act upon such a violation.</p> <p>(b) A lawyer who possesses unprivileged knowledge that a judge has committed a violation of the Ohio Rules of Professional Conduct or applicable rules of judicial conduct shall inform the appropriate authority.</p> <p>(c) Any information obtained by a member of a committee or subcommittee of a bar association, or by a member, employee, or agent of a nonprofit corporation established by a bar association, designed to assist lawyers with substance abuse or mental health problems, provided the information was obtained while the member, employee, or agent was performing duties as a member, employee, or agent of the committee, subcommittee, or nonprofit corporation, shall be privileged for all purposes under this rule.</p>
Rule 8.4	<p>First paragraph: adds to end “do any of the following”</p> <p>(b): replaces “criminal” with “illegal,” ends sentence after “trustworthiness”</p> <p>(f): adds “the Ohio Rules of Professional Conduct” after “violation of”</p>

As of November 24, 2009

	Adds (g) engage, in a professional capacity, in conduct involving discrimination prohibited by law because of race, color, religion, age, gender, sexual orientation, national origin, marital status, or disability; Adds (h) engage in any other conduct that adversely reflects on the lawyer's fitness to practice law.
Rule 8.5	Identical

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