

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

	VIRGINIA
Preamble	<p>Rules as adopted by Virginia Supreme Court to be effective 1/1/04. Variations from the Model Rules are noted. Rules only; Comment comparison not included.</p> <p>Did not number paragraphs First paragraph: same as MR [1] but deletes “as a member of the legal profession” and adds “or a neutral third party” after “clients” Second paragraph: same as former MR [2] but in first sentence deletes “As a representative of clients” and replaces “performs” with “may perform;” adds new sixth sentence “As third party neutral, a lawyer represents neither party, but helps the parties arrive at their own solution” and in last sentence deletes “A lawyer acts” and replaces “by examining” with “a lawyer examines” and “reporting” with “reports” Third and fourth paragraphs: same as MR [4] and [5] Fifth paragraph: same as former MR [5] Sixth and seventh paragraphs: same as MR [7] and [8] Eighth paragraph: same as former MR [8] Ninth - 12<sup>th</sup> paragraphs: same as MR [10] - [13]</p>
Scope	<p>Did not number paragraphs First paragraph: same as former MR [13] Adds new second paragraph: These Rules follow the same format as the current American Bar Association Model Rules of Professional Conduct (“<i>ABA Model Rules</i>”), rather than the former American Bar Association Model Code of Professional Responsibility (“<i>ABA Model Code</i>”), or the former <i>Virginia Code</i> of Professional Responsibility (“<i>Virginia Code</i>”). Although interpretation of similar language in the <i>ABA Model Rules</i> by other states’ courts and bars might be helpful in understanding Virginia’s Rules, those foreign interpretations should not be binding in Virginia. Third and fourth paragraphs: same as former MR [14] and [15] Fifth paragraph: same as MR [18] but adds “These Rules apply to all lawyers, whether practicing in the private or the public sector. However” to beginning, replaces “state’s attorney” with “commonwealth attorneys” and adds new sixth sentence “They also may have authority to represent the “public interest” in circumstances where a private lawyer would not be authorized to do so.” Sixth paragraph: same as MR [19] Seventh paragraph: same as former MR [18] Eighth paragraph: same as former MR [19] but in fifth sentence adds “either” after “rules has” and “or a limited obligation” after “discretion Ninth paragraph: same as former MR [20] 10th paragraph: first sentence same as second sentence of MR [21] and adds “The text of each Rule and the following Terminology section are authoritative and the Comments accompanying each Rule are interpretive.”</p>

<p>Terminology</p>	<p>Did not change to Rule 1.0          Did not adopt MR (b)          “Consult”: same as former MR          “Firm” or “law firm” denotes a professional entity, public or private, organized to deliver legal services, or a legal department of a corporation or other organization. <i>See</i> Comment, Rule 1.10.          “Fraud”: same as former MR          Did not adopt MR (e)          “Partner” denotes a member of a partnership or a shareholder or member of a professional entity, public or private, organized to deliver legal services, or a legal department of a corporation or other organization.          Did not adopt MR (k)          Adds “Should” when used in reference to a lawyer’s action denotes an aspirational rather than a mandatory standard.          Did not adopt MR (m) or (n)</p>
<p>Rule 1.1</p>	<p>Identical</p>
<p>Rule 1.2</p>	<p>Title: same as former MR          (a): same as former MR but cross-reference is to paragraphs (b), (c) and (d) and adds in second sentence “after consultation with the lawyer” after “decision”          Did not adopt MR (b)          (b): same as former MR (c)          (c): same as MR (d)          Adds (d) A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation.          (e): same as former MR</p>
<p>Rule 1.3</p>	<p>(a): same as MR text          Adds (b) A lawyer shall not intentionally fail to carry out a contract of employment entered into with a client for professional services, but may withdraw as permitted under Rule 1.16.          Adds (c) A lawyer shall not intentionally prejudice or damage a client during the course of the professional relationship, except as required or permitted under Rule 1.6 and Rule 3.3.</p>
<p>Rule 1.4</p>	<p>Same as former MR          Adds (c) A lawyer shall inform the client of facts pertinent to the matter and of communications from another party that may significantly affect settlement or resolution of the matter.</p>
<p>Rule 1.5</p>	<p>(a): same as former MR          (b): same as former MR but adds “The lawyer’s fee shall be adequately explained to the client.” to beginning and “amount” before “basis”          (c): same as former MR but replaces “be in writing and shall state” with “shall state in writing”          (d): adds “a contingent fee” to end          (d)(1): deletes “any fee” and replaces all language after “matter” with “except in rare instances; or”          (d)(2): deletes “a contingent fee”</p>

	<p>(e)(1): same as former MR (e)(2) but replace “does not object” with “consents”</p> <p>(e)(2) the terms of the division of the fee are disclosed to the client and the client consents thereto;</p> <p>Adds (e)(4) the division of fees and the client’s consent is obtained in advance of the rendering of legal services, preferably in writing.</p> <p>Adds (f ) Paragraph (e) does not prohibit or regulate the division of fees between attorneys who were previously associated in a law firm or between any successive attorneys in the same matter. In any such instance, the total fee must be reasonable.</p>
Rule 1.6	<p>(a) A lawyer shall not reveal information protected by the attorney-client privilege under applicable law or other information gained in the professional relationship that the client has requested be held inviolate or the disclosure of which would be embarrassing or would be likely to be detrimental to the client unless the client consents after consultation, except for disclosures that are impliedly authorized in order to carry out the representation, and except as stated in paragraphs (b) and (c).</p> <p>(b) To the extent a lawyer reasonably believes necessary, the lawyer may reveal:</p> <p>(b)(1): same as (b)(6) but adds “such information” to beginning and deletes “other”</p> <p>(b)(2): same as (b)(5) but adds “such information” to beginning</p> <p>(b)(3) such information which clearly establishes that the client has, in the course of the representation, perpetrated upon a third party a fraud related to the subject matter of the representation;</p> <p>Adds (b)(4) such information reasonably necessary to protect a client’s interests in the event of the representing lawyer’s death, disability, incapacity or incompetence;</p> <p>Adds (b)(5) such information sufficient to participate in a law office management assistance program approved by the Virginia State Bar or other similar private program;</p> <p>Adds (b)(6) information to an outside agency necessary for statistical, bookkeeping, accounting, data processing, printing, or other similar office management purposes, provided the lawyer exercises due care in the selection of the agency, advises the agency that the information must be kept confidential and reasonably believes that the information will be kept confidential.</p> <p>Adds (c) A lawyer shall promptly reveal:</p> <p>(1) the intention of a client, as stated by the client, to commit a crime and the information necessary to prevent the crime, but before revealing such information, the attorney shall, where feasible, advise the client of the possible legal consequences of the action, urge the client not to commit the crime, and advise the client that the attorney must reveal the client’s criminal intention unless thereupon abandoned, and, if the crime involves perjury by the client, that the attorney shall seek to withdraw as counsel;</p> <p>(2) information which clearly establishes that the client has, in the course of the representation, perpetrated a fraud related to the subject matter of the</p>

	<p>representation upon a tribunal. Before revealing such information, however, the lawyer shall request that the client advise the tribunal of the fraud. For the purposes of this paragraph and paragraph (b)(3), information is clearly established when the client acknowledges to the attorney that the client has perpetrated a fraud; or</p> <p>(3) information concerning the misconduct of another attorney to the appropriate professional authority under Rule 8.3. When the information necessary to report the misconduct is protected under this Rule, the attorney, after consultation, must obtain client consent. Consultation should include full disclosure of all reasonably foreseeable consequences of both disclosure and non-disclosure to the client.</p>
Rule 1.7	<p>Title: same as former MR</p> <p>(b): adds to end “each affected client consents after consultation, and”</p> <p>(b)(4) the consent from the client is memorialized in writing.</p>
Rule 1.8	<p>Title: same as former MR</p> <p>(a)(1): adds “to the client” after “writing”</p> <p>(a)(2) and (3): same as former MR</p> <p>(b): same as former MR but adds “for the advantage of the lawyer or of a third person or” before “to the disadvantage”</p> <p>(c): in first sentence adds “for himself or a person related to the lawyer” after “solicit” and ends sentence after “testamentary gift;” second and third sentences are new “A lawyer shall not accept any such gift if solicited at his request by a third party. A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer any substantial gift from a client, including a testamentary gift, unless the lawyer or other recipient of the gift is related to the client;” and in last sentence replaces “related persons” with “a person related to a lawyer” and deletes “grandparent”</p> <p>(d): adds “all aspects of a matter giving rise to the” before first use of “representation”</p> <p>(e)(1): replaces language after “litigation” with “provided the client remains ultimately liable for such costs and expenses; and”</p> <p>(f)(1): same as former MR</p> <p>(g): same as former MR</p> <p>(h): same as former MR but replaces language after “malpractice” with “except that a lawyer may make such an agreement with a client of which the lawyer is an employee as long as the client is independently represented in making the agreement”</p> <p>(i): same as former MR but adds “or who is intimately involved with another lawyer” after “spouse”</p> <p>(j)(2): same as MR (i)(2) but adds “unless prohibited by Rule 1.5” to end</p> <p>Does not have MR (j)</p> <p>(k): replaces language after “firm” with “none of them shall knowingly enter into any transaction or perform any activity when one of them practicing alone would be prohibited from doing so by paragraphs (a), (b), (c), (d), (e), (f), (g), (h), or (j) of this Rule”</p>
Rule 1.9	<p>Title: same as former MR</p>

	<p>(a) and (b)(2): replaces language after “unless” with “both the present and former client consent after consultation”</p> <p>(c)(1): same as former MR but adds “or gained in the course of” after “relating to”</p> <p>(c)(2): same as former MR</p>
Rule 1.10	<p>Title: same as former MR</p> <p>(a): same as former MR but changes cross-references to “Rules 1.6, 1.7, 1.9, or 2.10(e)”</p> <p>Adds (d) The imputed prohibition of improper transactions is governed by Rule 1.8(k).</p> <p>(e): same as MR (d)</p>
Rule 1.11	<p>(a) A lawyer who holds public office shall not:</p> <p>(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;</p> <p>(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</p> <p>(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.</p> <p>(b): same as former MR (a)</p> <p>(c): same as former MR (b)</p> <p>(d): same as former MR (c)</p> <p>(d)(1): same as former MR (c)(1)</p> <p>(d)(2): same as former MR (c)(2) but adds “mediator” after “officer”</p> <p>(f): same as former MR (e)</p>
Rule 1.12	<p>Title: same as former MR</p> <p>(a): same as former MR</p> <p>(b): same as former MR</p>
Rule 1.13	<p>(b) – (d): same as former MR</p> <p>(e): same as MR (g)</p>
Rule 1.14	Title: Client with Impairment
Rule 1.15	<p>(a) All funds received or held by a lawyer or law firm on behalf of a client, other than reimbursement of advances for costs and expenses, shall be deposited in one or more identifiable escrow accounts maintained at a financial institution in the state in which the law office is situated and no funds belonging to the lawyer or law firm shall be deposited therein except as follows:</p> <p>(1) funds reasonably sufficient to pay service or other charges or fees imposed by the financial institution may be deposited therein; or</p> <p>(2) funds belonging in part to a client and in part presently or potentially to the lawyer or law firm must be deposited therein, and the portion belonging to the lawyer or law firm must be withdrawn promptly after it is due unless the right of the lawyer or law firm to receive it is disputed by the client, in which event the disputed portion shall not be withdrawn until the dispute is finally resolved.</p>

	<p>(b): same as former MR (c)</p> <p>(c) A lawyer shall:</p> <p>(1) promptly notify a client of the receipt of the client's funds, securities, or other properties;</p> <p>(2) identify and label securities and properties of a client promptly upon receipt and place them in a safe deposit box or other place of safekeeping as soon as practicable;</p> <p>(3) maintain complete records of all funds, securities, and other properties of a client coming into the possession of the lawyer and render appropriate accounts to the client regarding them; and</p> <p>(4) promptly pay or deliver to the client or another as requested by such person the funds, securities, or other properties in the possession of the lawyer which such person is entitled to receive.</p> <p>(d) Funds, securities or other properties held by a lawyer or law firm as a fiduciary shall be maintained in separate fiduciary accounts, and the lawyer or law firm shall not commingle the assets of such fiduciary accounts in a common account (including a book-entry custody account), except in the following cases:</p> <p>(1) funds may be maintained in a common escrow account subject to the provisions of Rule 1.15(a) and (c) in the following cases:</p> <p>(i) funds that will likely be disbursed or distributed within thirty (30) days of deposit or receipt;</p> <p>(ii) funds of \$5,000.00 or less with respect to each trust or other fiduciary relationship;</p> <p>(iii) funds held temporarily for the purposes of paying insurance premiums or held for appropriate administration of trusts otherwise funded solely by life insurance policies; or</p> <p>(iv) trusts established pursuant to deeds of trust to which the provisions of <i>Code of Virginia</i> Section 5558 through 5567 are applicable;</p> <p>(2) funds, securities, or other properties may be maintained in a common account:</p> <p>(i) where a common account is authorized by a will or trust instrument;</p> <p>(ii) where authorized by applicable state or federal laws or regulations or by order of a supervising court of competent jurisdiction; or</p> <p>(iii) where (a) a computerized or manual accounting system is established with record-keeping, accounting, clerical and administrative procedures to compute and credit or charge to each fiduciary interest its pro-rata share of common account income, expenses, receipts and disbursements and investment activities (requiring monthly balancing and reconciliation of such common accounts), (b) the fiduciary at all times shows upon its records the interests of each separate fiduciary interest in each fund, security or other property held in the common account, the totals of which assets reconcile with the totals of the common account, (c) all the assets comprising the common account are titled or held in the name of the common account, and (d) no funds or property of the lawyer or law firm or funds or property held by the lawyer or the law firm other than as a fiduciary are held in the common account.</p>
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	<p>For purposes of this Rule, the term “fiduciary” includes only personal representative, trustee, receiver, guardian, committee, custodian and attorney-in-fact.</p> <p>(e) Record-Keeping Requirements, Required Books and Records. As a minimum requirement every lawyer engaged in the private practice of law in Virginia, hereinafter called “lawyer,” shall maintain or cause to be maintained, on a current basis, books and records which establish compliance with Rule 1.15(a) and (c). Whether a lawyer or law firm maintains computerized records or a manual accounting system, such system must produce the records and information required by this Rule.</p> <p>(1) In the case of funds held in an escrow account subject to this Rule, the required books and records include:</p> <p>(i) a cash receipts journal or journals listing all funds received, the sources of the receipts and the date of receipts. Checkbook entries of receipts and deposits, if adequately detailed and bound, may constitute a journal for this purpose. If separate cash receipts journals are not maintained for escrow and non-escrow funds, then the consolidated cash receipts journal shall contain separate columns for escrow and non-escrow receipts;</p> <p>(ii) a cash disbursements journal listing and identifying all disbursements from the escrow account. Checkbook entries of disbursements, if adequately detailed and bound, may constitute a journal for this purpose. If separate disbursements journals are not maintained for escrow and non-escrow disbursements then the consolidated disbursements journal shall contain separate columns for escrow and non-escrow disbursements;</p> <p>(iii) subsidiary ledger. A subsidiary ledger containing a separate account for each client and for every other person or entity from whom money has been received in escrow shall be maintained. The ledger account shall by separate columns or otherwise clearly identify escrow funds disbursed, and escrow funds balance on hand. The ledger account for a client or a separate subsidiary ledger account for a client shall clearly indicate all fees paid from trust accounts;</p> <p>(iv) reconciliations and supporting records required under this Rule;</p> <p>(v) the records required under this paragraph shall be preserved for at least five full calendar years following the termination of the fiduciary relationship.</p> <p>(2) in the case of funds or property held by a lawyer or law firm as a fiduciary subject to Rule 1.15(d), the required books and records include:</p> <p>(i) an annual summary of all receipts and disbursements and changes in assets comparable to an accounting that would be required of a court supervised fiduciary in the same or similar capacity. Such annual summary shall be in sufficient detail as to allow a reasonable person to determine whether the lawyer is properly discharging the obligations of the fiduciary relationship;</p> <p>(ii) original source documents sufficient to substantiate and, when necessary, to explain the annual summary required under (i), above;</p> <p>(iii) the records required under this paragraph shall be preserved for at least five full calendar years following the termination of the fiduciary relationship.</p> <p>(f) Required Escrow Accounting Procedures. The following minimum escrow</p>
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	<p>accounting procedures are applicable to all escrow accounts subject to Rule 1.15(a) and (c) by lawyers practicing in Virginia.</p> <p>(1) Insufficient fund check reporting.</p> <p>(i) Clearly identified escrow accounts required. A lawyer or law firm shall deposit all funds held in escrow in a clearly identified account, and shall inform the financial institution in writing of the purpose and identify of such account. Lawyer escrow accounts shall be maintained only in financial institutions approved by the Virginia State Bar, except as otherwise expressly directed in writing by the client for whom the funds are being deposited;</p> <p>(ii) Overdraft notification agreement required. A financial institution shall be approved as a depository for lawyer escrow accounts if it shall file with the Virginia State Bar an agreement, in a form provided by the Bar, to report to the Virginia State Bar in the event any instrument which would be properly payable if sufficient funds were available, is presented against a lawyer escrow account containing insufficient funds, irrespective of whether or not the instrument is honored. The Virginia State Bar shall establish rules governing approval and termination of approved status for financial institutions. The Virginia State Bar shall maintain and publish from time to time a list of approved financial institutions. No escrow account shall be maintained in any financial institution which does not agree to make such reports. Any such agreement shall apply to all branches of the financial institution and shall not be canceled by the financial institution except upon thirty (30) days notice writing to the Virginia State Bar, or as otherwise agreed to by the Virginia State Bar. Any such agreement may be canceled without prior notice by the Virginia State Bar if the financial institution fails to abide by the terms of the agreement;</p> <p>(iii) Overdraft reports. The overdraft notification agreement shall provide that all reports made by the financial institution shall be in the following format:</p> <p>(a) in the case of a dishonored instrument, the report shall be identical to the overdraft notice customarily forwarded to the depositor, and should include a copy of the dishonored instrument, if such a copy is normally provided to depositors;</p> <p>(b) in the case of instruments that are presented against insufficient funds but which instruments are honored, the report shall identify the financial institution, the lawyer or law firm, the account name, the account number, the date of presentation for payment, and the date paid, as well as the amount of the overdraft created thereby;</p> <p>(c) such reports shall be made simultaneously with and within the time provided by law for notice of dishonor to the depositor, if any. If an instrument presented against insufficient funds is honored, then the report shall be made within five (5) banking days of the date of presentation for payment against insufficient funds;</p> <p>(iv) Financial institution cooperation. In addition to making the reports specified above, approved financial institutions shall agree to cooperate fully with the Virginia State Bar and to produce any lawyer escrow account or other account records upon receipt of a subpoena therefor. A financial institution</p>
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	<p>may charge for the reasonable costs of producing the records required by this Rule.</p> <p>(v) Lawyer cooperation. Every lawyer or law firm shall be conclusively deemed to have consented to the reporting and production requirements mandated by this Rule;</p> <p>(vi) Definitions. “Lawyer” means a member of the Virginia State Bar, any other lawyer admitted to regular or limited practice in this State, and any member of the bar of any other jurisdiction while engaged, pro hac vice or otherwise, in the practice of law in Virginia;</p> <p>“Lawyer escrow account” or “escrow account” means an account maintained in a financial institution for the deposit of funds received or held by a lawyer or law firm on behalf of a client;</p> <p>“Client” includes any individual, firm, or entity for which a lawyer performs any legal service, including acting as an escrow agent or as legal representative of a fiduciary, but not as a fiduciary. The term does not include a public or private entity of which a lawyer is a fulltime employee;</p> <p>“Dishonored” shall refer to instruments which have been dishonored because of insufficient funds as defined above;</p> <p>“Financial institution” and “bank” include regulated state or federally chartered banks, savings institutions and credit unions which have signed the approved Notification Agreement, which are licensed and authorized to do business and in which the deposits are insured by an agency of the Federal Government;</p> <p>“Insufficient Funds” refers to an overdraft in the commonly accepted sense of there being an insufficient balance as shown on the bank’s accounting records; and does not include funds which at the moment may be on deposit, but uncollected;</p> <p>“Law firm” includes a partnership of lawyers, a professional or nonprofit corporation of lawyers, and a combination thereof engaged in the practice of law. In the case of a law firm with offices in this State and in other jurisdictions, these Rules apply to the offices in this State, to escrow accounts in other jurisdictions holding funds of clients who are located in this State, and to escrow accounts in other jurisdictions holding client funds from a transaction arising in this State;</p> <p>“Notice of Dishonor” refers to the notice which, pursuant to Uniform Commercial Code Section 3-508(2), must be given by a bank before its midnight deadline and by any other person or institution before midnight of the third business day after dishonor or receipt of notice of dishonor. As generally used hereunder, the term notice of dishonor shall refer only to dishonor for the purpose of insufficient funds, or because the drawer of the bank has no account with the depository institution;</p> <p>“Properly payable” refers to an instrument which, if presented in the normal course of business, is in a form requiring payment under Uniform Commercial Code Section 4-104, if sufficient funds were available.</p> <p>(2) Deposits. All receipts of escrow money shall be deposited intact and a retained duplicate deposit slip or other such record shall be sufficiently</p>
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	<p>detailed to show the identity of each item;</p> <p>(3) Deposit of mixed escrow and non-escrow funds other than fees and retainers. Mixed escrow and non-escrow funds shall be deposited intact to the escrow account. The non-escrow portion shall be withdrawn upon the clearing of the mixed fund deposit instrument;</p> <p>(4) Periodic trial balance. A regular periodic trial balance of the subsidiary ledger shall be made at least quarter annually, within 30 days after the close of the period and shall show the escrow account balance of the client or other person at the end of each period.</p> <p>(i) The total of the trial balance must agree with the control figure computed by taking the beginning balance, adding the total of monies received in escrow for the period and deducting the total of escrow monies disbursed for the period; and</p> <p>(ii) The trial balance shall identify the preparer and be approved by the lawyer or one of the lawyers in the law firm.</p> <p>(5) Reconciliations.</p> <p>(i) A monthly reconciliation shall be made at month end of the cash balance derived from the cash receipts journal and cash disbursements journal total, the escrow account checkbook balance, and the escrow account bank statement balance;</p> <p>(ii) A periodic reconciliation shall be made at least quarter annually, within 30 days after the close of the period, reconciling cash balances to the subsidiary ledger trial balance;</p> <p>(iii) Reconciliations shall identify the preparer and be approved by the lawyer or one of the lawyers in the law firm.</p> <p>(6) Receipts and disbursements explained. The purpose of all receipts and disbursements of escrow funds reported in the escrow journals and subsidiary ledgers shall be fully explained and supported by adequate records.</p>
<p>Rule 1.16</p>	<p>(b): same as former MR Does not have MR (b)(1)</p> <p>(b)(1): same as MR (b)(2) but replaces “criminal or fraudulent” with “illegal or unjust”</p> <p>(b)(2): same as MR (b)(3)</p> <p>(b)(3): same as former MR</p> <p>(b)(4): same as MR (b)(5)</p> <p>(b)(5): same as MR (b)(6)</p> <p>(b)(6): same as MR (b)(7)</p> <p>(c) In any court proceeding, counsel of record shall not withdraw except by leave of court after compliance with notice requirements pursuant to applicable Rules of Court. In any other matter, a lawyer shall continue representation notwithstanding good cause for terminating the representation, when ordered to do so by a tribunal.</p> <p>(d): same as former MR but deletes “surrendering papers and property to which the client is entitled,” adds “and handling records as indicated in paragraph (e)” after “earned” and deletes last sentence.</p> <p>Adds (e) All original, client-furnished documents and any originals of legal</p>

	<p>instruments or official documents which are in the lawyer’s possession (wills, corporate minutes, etc.) are the property of the client and, therefore, upon termination of the representation, those items shall be returned within a reasonable time to the client or the client’s new counsel upon request, whether or not the client has paid the fees and costs owed the lawyer. If the lawyer wants to keep a copy of such original documents, the lawyer must incur the cost of duplication. Also upon termination, the client, upon request, must also be provided within a reasonable time copies of the following documents from the lawyer’s file, whether or not the client has paid the fees and costs owed the lawyer: lawyer/client and lawyer/third-party communications; the lawyer’s copies of client-furnished documents (unless the originals have been returned to the client pursuant to this paragraph); transcripts, pleadings and discovery responses; working and final drafts of legal instruments, official documents, investigative reports, legal memoranda, and other attorney work product documents prepared or collected for the client in the course of the representation; research materials; and bills previously submitted to the client. Although the lawyer may bill and seek to collect from the client the costs associated with making a copy of these materials, the lawyer may not use the client’s refusal to pay for such materials as a basis to refuse the client’s request. The lawyer, however, is not required under this Rule to provide the client copies of billing records and documents intended only for internal use, such as memoranda prepared by the lawyer discussing conflicts of interest, staffing considerations, or difficulties arising from the lawyer-client relationship. The lawyer has met his or her obligation under this paragraph by furnishing these items one time at client request upon termination; provision of multiple copies is not required. The lawyer has not met his or her obligation under this paragraph by the mere provision of copies of documents on an item-by-item basis during the course of the representation.</p>
<p>Rule 1.17</p>	<p>First paragraph: replaces “or an area of law practice” with “partially or in its entirety”  (a): same as former MR but adds “except the lawyer may practice law while on staff of a public agency or legal services entity which provides legal services to the poor, or as in-house counsel to a business” to end  Does not have MR (b)  (b): same as former MR (c) but adds “(as defined by the terms of the proposed sale)” after “clients”  (b)(1): same as (c)(1) but adds “and the identity of the purchaser” to the end  (b)(2) any proposed change in the terms of the future representation including the fee arrangement;  (b)(3) the client’s right to consent or to refuse to consent to the transfer of the client’s matter, and that said right must be exercised within ninety (90) days of receipt of the notice;  (b)(4): same as MR (c)(2) but adds “and/” before “or”  (b)(5): same as MR (c)(3) but adds “refusal to” before “consent” and replaces “file” with “matter” and “object” with “consent”  (c): same as paragraph following MR (c)(3) but adds “involved in a pending</p>

	matter” after “If a client”
Rule 1.18	Did not adopt
Rule 2.1	Identical
Rule 2.2	Identical
Rule 2.3	(a) A lawyer acts as evaluator by examining a client’s legal affairs and reporting about them to the client or to others. (b): same as former MR (a)
Rule 2.4	Did not adopt
Adds Rule 2.10	<p>Third Party Neutral</p> <p>(a) A third party neutral assists parties in reaching a voluntary settlement of a dispute through a structured process known as a dispute resolution proceeding. The third party neutral does not represent any party.</p> <p>(b) A lawyer who serves as a third party neutral</p> <p>(1) shall inform the parties of the difference between the lawyer’s role as third party neutral and the lawyer’s role as one who represents a client;</p> <p>(2) shall encourage unrepresented parties to seek legal counsel before an agreement is executed; and</p> <p>(3) may encourage and assist the parties in reaching a resolution of their dispute; but</p> <p>(4) may not compel or coerce the parties to make an agreement.</p> <p>(c) A lawyer may serve as a third party neutral only if the lawyer has not previously represented and is not currently representing one of the parties in connection with the subject matter of the dispute resolution proceeding.</p> <p>(d) A lawyer may serve as a third party neutral in a dispute resolution proceeding involving a client whom the lawyer has represented or is representing in a matter unrelated to the dispute resolution proceeding, provided:</p> <p>(1) there is full disclosure of the prior or present representation;</p> <p>(2) in light of the disclosure, the third party neutral obtains the parties’ informed consent;</p> <p>(3) the third party neutral reasonably believes that a prior or present representation will not compromise or adversely affect the ability to act as a third party neutral; and</p> <p>(4) there is no unauthorized disclosure of information in violation of Rule 1.6.</p> <p>(e) A lawyer who serves or has served as a third party neutral may not serve as a lawyer on behalf of any party to the dispute, nor represent one such party against the other in any legal proceeding related to the subject of the dispute resolution proceeding.</p> <p>(f) A lawyer shall withdraw as third party neutral if any of the requirements stated in this Rule is no longer satisfied or if any of the parties in the dispute resolution proceeding so requests. If the parties are participating pursuant to a court referral, the third party neutral shall report the withdrawal to the authority issuing the referral.</p> <p>(g) A lawyer who serves as a third party neutral shall not charge a fee contingent on the outcome of the dispute resolution proceeding.</p>

	(h) This Rule does not apply to joint representation, which is covered by Rule 1.7.
Adds Rule 2.11	<p>Mediator</p> <p>(a) A lawyer-mediator is a third party neutral (<i>See</i> Rule 2.10) who facilitates communication between the parties and, without deciding the issues or imposing a solution on the parties, enables them to understand and resolve their dispute.</p> <p>(b) Prior to agreeing to mediate and throughout the mediation process a lawyer-mediator should reasonably determine that:</p> <p>(1) mediation is an appropriate process for the parties;</p> <p>(2) each party is able to participate effectively within the context of the mediation process; and</p> <p>(3) each party is willing to enter and participate in the process in good faith.</p> <p>(c) A lawyer-mediator may offer legal information if all parties are present or separately to the parties if they consent. The lawyer-mediator shall inform unrepresented parties or those parties who are not accompanied by legal counsel about the importance of reviewing the lawyer-mediator’s legal information with legal counsel.</p> <p>(d) A lawyer-mediator may offer evaluation of, for example, strengths and weaknesses of positions, assess the value and cost of alternatives to settlement or assess the barriers to settlement (collectively referred to as evaluation) only if such evaluation is incidental to the facilitative role and does not interfere with the lawyer-mediator’s impartiality or the self-determination of the parties.</p> <p>(e) Prior to the mediation session a lawyer-mediator shall:</p> <p>(1) consult with prospective parties about</p> <p>(i) the nature of the mediation process;</p> <p>(ii) the limitations on the use of evaluation, as set forth in paragraph (d) above;</p> <p>(iii) the lawyer-mediator’s approach, style and subject matter expertise; and</p> <p>(iv) the parties’ expectations regarding the mediation process; and</p> <p>(2) enter into a written agreement to mediate which references the choice and expectations of the parties, including whether the parties have chosen, permit or expect the use of neutral evaluation or evaluative techniques during the course of the mediation.</p> <p>(f) A lawyer-mediator shall conduct the mediation in a manner that is consistent with the parties’ choice and expectations.</p>
Rule 3.1	Same as former MR
Rule 3.2	Did not adopt
Rule 3.3	<p>(a)(1): same as former MR</p> <p>(a)(2): same as former MR but deletes “material” and adds “subject to Rule 1.6” to end</p> <p>(a)(3): same as MR (a)(2) but adds “controlling” after “tribunal” and replaces “controlling” with “subject”</p> <p>(a)(4): same as former MR</p> <p>(b): same as former MR (c)</p> <p>(c): same as MR (d)</p>

	<p>Adds (d) A lawyer who receives information clearly establishing that a person other than a client has perpetrated a fraud upon a tribunal shall promptly reveal the fraud to the tribunal.</p>
<p>Rule 3.4</p>	<p>(a): deletes both uses of “unlawfully” and adds “for the purpose of obstructing a party’s access to evidence” to end of first sentence          Adds (b) Advise or cause a person to secrete himself or herself or to leave the jurisdiction of a tribunal for the purpose of making that person unavailable as a witness therein.          (c): same as MR (b) but adds to end “But a lawyer may advance, guarantee, or pay:          (1) reasonable expenses incurred by a witness in attending or testifying;          (2) reasonable compensation to a witness for lost earnings as a result of attending or testifying;          (3) a reasonable fee for the professional services of an expert witness.”          (d) Knowingly disobey or advise a client to disregard a standing rule or a ruling of a tribunal made in the course of a proceeding, but the lawyer may take steps, in good faith, to test the validity of such rule or ruling.          (e): same as MR (d) but deletes “in pretrial procedure”          (f): same as MR (e)          Adds (g) Intentionally or habitually violate any established rule of procedure or of evidence, where such conduct is disruptive of the proceedings.          (h): same as MR (f)          Adds (h)(1) the information is relevant in a pending civil matter;          (h)(2): same as MR (f)(1) but adds “in a civil matter” after “person” and “current or former” before “employee”          Adds (i) Present or threaten to present criminal or disciplinary charges solely to obtain an advantage in a civil matter.          Adds (j) File a suit, initiate criminal charges, assert a position, conduct a defense, delay a trial, or take other action on behalf of the client when the lawyer knows or when it is obvious that such action would serve merely to harass or maliciously injure another.</p>
<p>Rule 3.5</p>	<p>(a): same as first paragraph of MR          (a)(1) before or during the trial of a case, directly or indirectly, communicate with a juror or anyone the lawyer knows to be a member of the venire from which the jury will be selected for the trial of the case, except as permitted by law;          (a)(2) after discharge of the jury from further consideration of a case:          (i) ask questions of or make comments to a member of that jury that are calculated merely to harass or embarrass the juror or to influence the juror’s actions in future jury service;          (ii) communicate with a member of that jury if the communication is prohibited by law or court order; or          (a)(2)(iii): same as MR (c)(2) but adds “communicate with a member of that jury if” to the beginning          (3) conduct or cause, by financial support or otherwise, another to conduct a vexatious or harassing investigation of either a juror or a member of a venire.</p>

	<p>(b) All restrictions imposed by paragraph (a) upon a lawyer also apply to communications with or investigations of members of the immediate family or household of a juror or a member of a venire.</p> <p>(c) A lawyer shall reveal promptly to the court improper conduct by a member of a venire or a juror, or by another toward a venireman or a juror or a member of the juror’s family, of which the lawyer has knowledge.</p> <p>(d) A lawyer shall not give or lend anything of value to a judge, official, or employee of a tribunal under circumstances which might give the appearance that the gift or loan is made to influence official action.</p> <p>(e) In an adversary proceeding, a lawyer shall not communicate, or cause another to communicate, as to the merits of the cause with a judge or an official before whom the proceeding is pending, except:</p> <p>(1) in the course of official proceedings in the cause;</p> <p>(2) in writing if the lawyer promptly delivers a copy of the writing to opposing counsel or to the adverse party who is not represented by a lawyer;</p> <p>(3) orally upon adequate notice to opposing counsel or to the adverse party who is not represented by a lawyer; or</p> <p>(4) as otherwise authorized by law.</p> <p>(f): same as MR (d) but adds “A lawyer shall not” to beginning</p>
<p>Rule 3.6</p>	<p>(a) A lawyer participating in or associated with the investigation or the prosecution or the defense of a criminal matter that may be tried by a jury shall not make or participate in making an extrajudicial statement that a reasonable person would expect to be disseminated by means of public communication that the lawyer knows, or should know, will have a substantial likelihood of interfering with the fairness of the trial by a jury.</p> <p>(b) A lawyer shall exercise reasonable care to prevent employees and associates from making an extrajudicial statement that the lawyer would be prohibited from making under this Rule.</p>
<p>Rule 3.7</p>	<p>(a): replaces “at a trial” with “in an adversarial proceeding” and “unless” with “except where”</p> <p>Adds (b) If, after undertaking employment in contemplated or pending litigation, a lawyer learns or it is obvious that the lawyer may be called as a witness other than on behalf of the client, the lawyer may continue the representation until it is apparent that the testimony is or may be prejudicial to the client.</p> <p>(c): replaces “a trial” with “an adversarial proceeding”</p>
<p>Rule 3.8</p>	<p><b>Additional Responsibilities Of A Prosecutor</b></p> <p>A lawyer engaged in a prosecutorial function shall:</p> <p>(a) not file or maintain a charge that the prosecutor knows is not supported by probable cause;</p> <p>(b) not knowingly take advantage of an unrepresented defendant;</p> <p>(c) not instruct or encourage a person to withhold information from the defense after a party has been charged with an offense;</p> <p>(d) make timely disclosure to counsel for the defendant, or to the defendant if he has no counsel, of the existence of evidence which the prosecutor knows tends to negate the guilt of the accused, mitigate the degree of the offense, or</p>

	<p>reduce the punishment, except when disclosure is precluded or modified by order of a court; and</p> <p>(e) not direct or encourage investigators, law enforcement personnel, employees or other persons assisting or associated with the prosecutor in a criminal case to make an extrajudicial statement that the prosecutor would be prohibited from making under Rule 3.6.</p>
Rule 3.9	Did not adopt
Rule 4.1	<p>(a): deletes “material” and language after “law”</p> <p>(b): deletes “material” and language after “client”</p>
Rule 4.2	Has former MR
Rule 4.3	<p>(a): same as first two sentence of MR</p> <p>(b): same as last sentence of MR but changes “The lawyer” to “A lawyer,” deletes “legal,” changes “an unrepresented person” to “a person who is not represented by a lawyer,” deletes “the lawyer knows or reasonably should know that”</p>
Rule 4.4	Same as former MR but deletes “substantial”
Rule 5.1	<p>Title: same as former MR</p> <p>(a): deletes “comparable” and “in a law firm” after “authority”</p>
Rule 5.2	Did not adopt
Rule 5.3	<p>(a): deletes “comparable”</p> <p>(c)(2): deletes “comparable”</p>
Rule 5.4	<p>(a)(2) a lawyer who undertakes to complete unfinished legal business of a deceased, disabled, or disappeared lawyer may pay to the estate or other representative of that lawyer that portion of the total compensation that fairly represents the services rendered by the deceased, disabled or disappeared lawyer;</p> <p>does not have MR (a)(4)</p> <p>adds (a) (4) a lawyer may accept discounted payment of his fee from a credit card company on behalf of a client.</p> <p>(d)(1): adds “as provided in (a)(3) above, or except” after “except”</p> <p>(d)(2): same as former MR</p>
Rule 5.5	<p>Title: same as former MR</p> <p>(a): same as former MR</p> <p>Does not have MR (b) – (d)</p> <p>Adds (b) A lawyer, law firm or professional corporation shall not employ in any capacity a lawyer whose license has been suspended or revoked for professional misconduct, during such period of suspension or revocation, if the disciplined lawyer was associated with such lawyer, law firm or professional corporation at any time on or after the date of the acts which resulted in suspension or revocation.</p> <p>Adds (c) A lawyer, law firm or professional corporation employing a lawyer as a consultant, law clerk or legal assistant when that lawyer’s license is suspended or revoked for professional misconduct shall not represent any client represented by the disciplined lawyer or by any lawyer with whom the</p>

	disciplined lawyer practiced on or after the date of the acts which resulted in suspension or revocation.
Rule 5.6	(a): same as former MR (b): deletes “client” and adds “except where such a restriction is approved by a tribunal or a governmental entity” to end
Rule 5.7	Did not adopt
Rule 6.1	(a) A lawyer should render at least two percent per year of the lawyer’s professional time to pro bono publico legal services. Pro bono publico services include poverty law, civil rights law, public interest law, and volunteer activities designed to increase the availability of pro bono legal services. (b) A law firm or other group of lawyers may satisfy their responsibility collectively under this Rule. (c) Direct financial support of programs that provide direct delivery of legal services to meet the needs described in (a) above is an alternative method for fulfilling a lawyer’s responsibility under this Rule.
Rule 6.2	First paragraph: replaces “shall” with “should”
Rule 6.3	Identical
Rule 6.4	Did not adopt
Rule 6.5	Identical
Rule 7.1	(a) A lawyer shall not, on behalf of the lawyer or any other lawyer affiliated with the lawyer or the firm, use or participate in the use of any form of public communication if such communication contains a false, fraudulent, misleading, or deceptive statement or claim. For example, a communication violates this Rule if it: (1) contains false or misleading information; or (2) states or implies that the outcome of a particular legal matter was not or will not be related to its facts or merits; or (a)(3): same as former MR (c) (a)(4): same as former MR (b) Adds (b) Public communication means all communication other than “in-person” communication as defined by Rule 7.3.
Rule 7.2	(a): adds to end “In the determination of whether an advertisement violates this Rule, the advertisement shall be considered in its entirety, including any qualifying statements or disclaimers contained therein. Notwithstanding the requirements of Rule 7.1, an advertisement violates this Rule if it:” adds (a)(1) contains an endorsement by a celebrity or public figure who is not a client of the firm without disclosure (i) of the fact that the speaker is not a client of the lawyer or the firm, and (ii) whether the speaker is being paid for the appearance or endorsement; or (2) contains a portrayal of a client by a non-client without disclosure that the depiction is a dramatization; or (3) advertises specific or cumulative case results, without a disclaimer that (i) puts the case results in a context that is not misleading; (ii) states that case

	<p>results depend upon a variety of factors unique to each case; and (iii) further states that case results do not guarantee or predict a similar result in any future case undertaken by the lawyer. The disclaimer shall precede the communication of the case results. When the communication is in writing, the disclaimer shall be in bold type face and uppercase letters in a font size that is at least as large as the largest text used to advertise the specific or cumulative case results and in the same color and against the same colored background as the text used to advertise the specific or cumulative case results.</p> <p>(b) A recording of the actual electronic media advertisement shall be approved by the lawyer prior to its broadcast and retained by the lawyer for a period of one year following the last broadcast date, along with a record of when and where it was used, which recording and date shall be provided to the Standing Committee on Lawyer Advertising and Solicitation upon its request.</p> <p>(c): same as MR (b)</p> <p>(c)(1): same as MR (b)(1)</p> <p>(c)(2): same as former MR</p> <p>(c)(3): same as MR (b)(3)</p> <p>Does not have MR (b)(4)</p> <p>(d) A written or e-mail communication that bears the lawyer's or firm's name and the purpose of which in whole or in part is an initial contact to promote employment for a fee, sent to a prospective non-lawyer client who is not:</p> <ol style="list-style-type: none"><li>(1) a close friend, relative, current client, former client; or</li><li>(2) one who has initiated contact with the attorney; or</li><li>(3) one who is similarly situated with a current client of the attorney with respect to a specific matter being handled by the attorney, to the extent that the prospective client's rights may be reasonably expected to be materially affected by the outcome of the matter;</li></ol> <p>shall be identified by conspicuous display of the statement in upper case letters "ADVERTISING MATERIAL."</p> <p>The required statement shall be displayed in the lower left hand corner of the address portion of the communication in type size at least equal to the largest type used on the communication and also on the front of the first page of the communication in type size at least equal to the largest type used on the page. Further, in the case of e-mail advertising or solicitation, the header shall also display the statement, in uppercase letters, "ADVERTISING MATERIAL."</p> <p>Further, any such written communication shall not be sent by registered mail or other forms of restricted delivery, nor shall such written communication be sent to any person who has made known to the lawyer a desire not to receive communications from the lawyer. Lawyers who advertise or solicit by e-mail shall include instructions of how the recipient of such communications may notify the sender that they wish not to receive such communications in the future.</p> <p>This paragraph does not apply to any communication which is directed to be sent by a court or tribunal, or otherwise required by law.</p> <p>(e) Advertising made pursuant to this Rule shall include the full name and office address of an attorney licensed to practice in Virginia who is responsible</p>
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	<p>for its content or, in the alternative, a law firm may file with the Virginia State Bar a current written statement identifying the responsible attorney for the law firm's advertising and its office address, and the firm shall promptly notify the Virginia State Bar in writing of any change in status.</p>
Rule 7.3	<p>Title: adds "And Recommendation Of Professional Employment" to end</p> <p>(a) A lawyer shall not, by in-person communication, solicit employment as a private practitioner for the lawyer, a partner, or associate or any other lawyer affiliated with the lawyer or the firm from a non-lawyer who has not sought advice regarding employment of a lawyer if:</p> <p>(1) such communication contains a false, fraudulent, misleading, or deceptive statement or claim; or</p> <p>(2) such communication has a substantial potential for or involves the use of coercion, duress, compulsion, intimidation, threats, unwarranted promises of benefits, over persuasion, overreaching, or vexatious or harassing conduct, taking into account the sophistication regarding legal matters, the physical, emotional or mental state of the person to whom the communication is directed and the circumstances in which the communication is made.</p> <p>In-person communication means face-to-face communication and telephonic communication.</p> <p>(b) A lawyer shall not assist in, cooperate with, or offer any qualified legal services plan or assist in or cooperate with any insurer providing legal services insurance as authorized by law to promote the use of services or those of the lawyer's partner or associate or any other lawyer affiliated with the lawyer or the firm if that assistance, cooperation or offer, and the communications of the organization, are not in accordance with the standards of this Rule or Rule 7.1 and 7.2, as appropriate.</p> <p>(c) A lawyer shall not assist a nonprofit organization which provides without charge legal services to others as a form of political or associational expression to promote the use of services or those of the lawyer's partner or associate or any other lawyer affiliated with the lawyer or the firm if:</p> <p>(1) the assistance or the communications of the organization on the lawyer's behalf are false, fraudulent, misleading, or deceptive; or</p> <p>(2) the assistance or the communications of the organization on the lawyer's behalf involve the use of coercion, duress, compulsion, intimidation, threats, unwarranted promises of benefits, over persuasion, overreaching, or vexatious or harassing conduct, taking into account the physical, emotional or mental state of the person to whom the communication is directed and the circumstances in which the communication is made.</p> <p>(d) A lawyer shall not compensate or give anything of value to a person or organization to recommend or secure employment by a client, or as a reward for having made a recommendation resulting in employment by a client, except that the lawyer may pay for public communications permitted by Rule 7.1 and 7.2 and the usual and reasonable fees or dues charged by a lawyer referral service and any qualified legal services plan or contract of legal services insurance as authorized by law, provided that such communications of the service or plan are in accordance with the standards of this Rule or Rule</p>

	<p>7.1 and 7.2, as appropriate.</p> <p>(e) A lawyer shall not accept employment when the lawyer knows or it is obvious that the person who seeks the lawyer's services does so as a result of any person's conduct which is prohibited under this Rule.</p> <p>(f) Notwithstanding any other provisions of this Rule, a lawyer shall not initiate in-person solicitation of professional employment for compensation in a personal injury or wrongful death claim of a prospective client with whom the lawyer has no family or prior professional relationship. In-person solicitation means face-to-face communication and telephone communication.</p>
Rule 7.4	<p>Title: replaces "Specialization" with "Certification"</p> <p>Lawyers may state, announce or hold themselves out as limiting their practice in a particular area or field of law so long as the communication of such limitation of practice is in accordance with the standards of this Rule, Rule 7.1, Rule 7.2, and Rule 7.3, as appropriate. A lawyer shall not state or imply that the lawyer has been recognized or certified as a specialist in a particular field of law except as follows:</p> <p>(a) and (b): same as MR (b) and (c)</p> <p>(c) A lawyer who has been certified by the Supreme Court of Virginia as a specialist in some capacity may use the designation of being so certified, e.g., "certified mediator" or a substantially similar designation;</p> <p>(d) A lawyer may communicate the fact that the lawyer has been certified as a specialist in a field of law by a named organization, provided that the communication clearly states that there is no procedure in the Commonwealth of Virginia for approving certifying organizations.</p>
Rule 7.5	<p>(a) A lawyer or law firm may use or participate in the use of a professional card, professional announcement card, office sign, letterheads, telephone directory listing, law list, legal directory listing, website, or a similar professional notice or device unless it includes a statement or claim that is false, fraudulent, misleading, or deceptive. A trade name may be used by a lawyer in private practice if it does not imply a connection with a government agency or with a public or charitable legal services organization and is not otherwise in violation of Rule 7.1 and 7.2.</p> <p>(b) A law firm 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 of 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.</p>
Rule 7.6	Did not adopt
Rule 8.1	<p>First paragraph: adds "already admitted to the bar" after "lawyer" and "any certification required to be filed as a condition of maintaining or renewing a license to practice law" after "application"</p> <p>(b): deletes language after "matter"</p> <p>Adds (c): same as deleted language from MR (b) but deletes "or knowingly"</p> <p>Adds (d) obstruct a lawful investigation by an admissions or disciplinary</p>

	authority.
Rule 8.2	Title: deletes “and Legal” Replaces language after “judge” with “or other judicial officer” Does not have MR (b)
Rule 8.3	Title: deletes “Professional” (a): replaces “who knows” with “having reliable information” and “as a lawyer in other respects” with “to practice law” (b): replaces “who knows” with “having reliable information” Adds (c) If a lawyer serving as a third party neutral receives reliable information during the dispute resolution process that another lawyer has engaged in misconduct which the lawyer would otherwise be required to report but for its confidential nature, the lawyer shall attempt to obtain the parties’ written agreement to waive confidentiality and permit disclosure of such information to the appropriate professional authority. (d): same as MR (c) but replaces “while participating in” with “who is a member of” and adds “or who is a trained intervenor or volunteer for such a program or committee, or who is otherwise cooperating in a particular assistance effort, when such information is obtained for the purposes of fulfilling the recognized objectives of the program” adds (e) A lawyer shall inform the Virginia State Bar if: (1) the lawyer has been disciplined by a state or federal disciplinary authority, agency or court in any state, U.S. territory, or the District of Columbia, for a violation of rules of professional conduct in that jurisdiction; (2) the lawyer has been convicted of a felony in a state, U.S. territory, District of Columbia, or federal court; (3) the lawyer has been convicted of either a crime involving theft, fraud, extortion, bribery or perjury, or an attempt, solicitation or conspiracy to commit any of the foregoing offenses, in a state, U.S. territory, District of Columbia, or federal court.
Rule 8.4	(b): adds “or deliberately wrongful” after “criminal” and replaces “as a lawyer in other respects” with “to practice law” (c): same as former MR Does not have MR (d) (d): same as MR (e) but replaces language after “improperly” with “or upon irrelevant grounds any tribunal, legislative body, or public official; or” (e): same as MR (f)
Rule 8.5	(a): same as former MR (b)(1), (2) and (2)(i) and (ii): same as former MR

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As of February 2007

**your corrections or additions and the source of that information to John Holtaway,  
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