

	<p style="text-align: center;">American Bar Association CPR Policy Implementation Committee</p> <p style="text-align: center;">Variations of the ABA Model Rules of Professional Conduct</p> <p style="text-align: center;">Rule 1.7 Conflict of Interest: Current Clients</p> <p>(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:</p> <ul style="list-style-type: none"> (1) the representation of one client will be directly adverse to another client; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer. <p>(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:</p> <ul style="list-style-type: none"> (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in writing. <p>Variations from ABA Model Rule are noted. Based on reports of state committees reviewing recent changes to the model rules. For information on individual state committee reports, see http://www.abanet.org/cpr/jclr/home.html.</p> <p>Comments not included.</p>
<p><u>AL</u> Effective 2/19/09</p>	<p>Deletes clause, "Except as provided by paragraph (b);" adds "of that client" after "representation;" replaces "involves...exists if" with, "will be directly adverse to another client, unless"</p> <p>(a)(1) is comparable to MR, but with significantly different wording: "the lawyer reasonably believes the representation will not adversely affect the relationship with the other client; and"</p> <p>Adds as (a)(2): each client consents after consultation</p> <p>Adds as (b):</p> <p><i>(b) A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client</i></p>

	<p><i>or to a third person, or by the lawyer's own interests, unless:</i></p> <p><i>(1) the lawyer reasonably believes the representation will not be adversely affected; and</i></p> <p><i>(2) the client consents after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.</i></p>
<p>AK Effective 4/15/09</p>	<p>Adds (c): <i>A lawyer shall act with reasonable diligence in determining whether a conflict of interest, as described in paragraphs (a) and (b) of this rule, or Rules 1.8, 1.9 and 1.10 exists.</i></p> <p>Adds (d): <i>For purposes of this rule, the term "client" does not include unidentified members of a class in a class action or identified members of a class when individual recovery is expected to be de minimis.</i></p>
<p>AZ Effective 12/1/03</p>	<p>Same as MR, but moved (b)(4) up into introductory paragraph of (b)</p>
<p>AR Effective 5/1/05</p>	<p>Same as MR</p>
<p>CA Effective 9/1/09</p>	<p>Does not adopt MR. Equivalent Rule:</p> <p><i>Rule 3-310 Avoiding the Representation of Adverse Interests</i></p> <p><i>(A) For purposes of this rule:</i></p> <p><i>(1) "Disclosure" means informing the client or former client of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client or former client;</i></p> <p><i>(2) "Informed written consent" means the client's or former client's written agreement to the representation following written disclosure;</i></p> <p><i>(3) "Written" means any writing as defined in Evidence Code section 250.</i></p> <p><i>(B) A member shall not accept or continue representation of a client without providing written disclosure to the client where:</i></p> <p><i>(1) The member has a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; or</i></p> <p><i>(2) The member knows or reasonably should know that:</i></p> <p><i>(a) the member previously had a legal, business, financial, professional, or personal relationship with a party or witness in the same matter; and</i></p> <p><i>(b) the previous relationship would substantially affect the member's representation; or</i></p> <p><i>(3) The member has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter; or</i></p> <p><i>(4) The member has or had a legal, business, financial, or</i></p>

	<p><i>professional interest in the subject matter of the representation.</i></p> <p><i>(C) A member shall not, without the informed written consent of each client:</i></p> <ul style="list-style-type: none"> <i>(1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or</i> <i>(2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or</i> <i>(3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.</i> <p><i>(D) A member who represents two or more clients shall not enter into an aggregate settlement of the claims of or against the clients without the informed written consent of each client.</i></p> <p><i>(E) A member shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.</i></p> <p><i>(F) A member shall not accept compensation for representing a client from one other than the client unless:</i></p> <ul style="list-style-type: none"> <i>(1) There is no interference with the member's independence of professional judgment or with the client-lawyer relationship; and</i> <i>(2) Information relating to representation of the client is protected as required by Business and Professions Code section 6068, subdivision (e); and</i> <i>(3) The member obtains the client's informed written consent, provided that no disclosure or consent is required if:</i> <ul style="list-style-type: none"> <i>(a) such nondisclosure is otherwise authorized by law; or</i> <i>(b) the member is rendering legal services on behalf of any public agency which provides legal services to other public agencies or the public.</i>
<p><u>CO</u> Effective 1/1/08</p>	<p>Same as MR</p>
<p><u>CT</u> Effective 1/1/07</p>	<p>(b)(3): replaces “a tribunal” with “any tribunal”</p>
<p><u>DE</u> Effective 7/1/03</p>	<p>Same as MR</p>
<p><u>District of Columbia</u> Effective 2/1/07</p>	<p>Conflicts of Interest: General</p> <p><i>(a) A lawyer shall not advance two or more adverse positions in the same matter.</i></p> <p><i>(b) Similar to MR (a) but deletes “if the representation...exists if” and adds: “with respect to a matter if”</i></p> <ul style="list-style-type: none"> ○ <i>(1) That matter involves a specific party or parties and a position to be taken by that client in that matter is adverse to a</i>

	<p><i>position taken or to be taken by another client in the same matter even though that client is unrepresented or represented by a different lawyer;</i></p> <ul style="list-style-type: none"> ○ (2) Similar to MR (a)(1) but changes wording: <i>Such representation will be or is likely to be adversely affected by representation of another client;</i> ○ (3) <i>Representation of another client will be or is likely to be adversely affected by such representation;</i> ○ (4) <i>The lawyer’s professional judgment on behalf of the client will be or reasonably may be adversely affected by the lawyer’s responsibilities to or interests in a third party or the lawyer’s own financial, business, property, or personal interests.</i> <p>(c) Similar to MR (b) but deletes clause, “Notwithstanding...paragraph (a)” and inserts between “client” and “if:” with respect to a matter in the circumstances described in paragraph (b) above if”</p> <ul style="list-style-type: none"> ○ (1) Similar to MR (b)(4) but adds “potentially” before “affected,” changes “gives” to “provides,” deletes “confirmed in writing” and adds: “to such representation after full disclosure of the existence and nature of the possible conflict and the possible adverse consequences of such representation; and” ○ (2) Identical to MR (b)(1) <p>Adds: <i>(d) If a conflict not reasonably foreseeable at the outset of representation arises under paragraph (b)(1) after the representation commences, and is not waived under paragraph (c), a lawyer need not withdraw from any representation unless the conflict also arises under paragraphs (b)(2), (b)(3), or (b)(4).</i></p>
<p>FL Effective 5/22/06</p>	<p>(a) only includes the first part of the introductory phrase in MR (a): Except as provided in subdivision (b), a lawyer shall not represent a client if:</p> <p>(a)(2) replaces “significant” with “substantial”</p> <p>(b): does not use “concurrent”</p> <p>(b)(3) the representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal; and</p> <p>adds (c) Explanation to Clients. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.</p> <p>adds (d) Lawyers Related by Blood or Marriage. A lawyer related to another lawyer as parent, child, sibling, or spouse shall not represent a client in a representation directly adverse to a person who the lawyer knows is represented by the other lawyer except upon consent by the client after consultation regarding the relationship.</p> <p>Adds (e) Representation of Insureds. Upon undertaking the representation of an insured client at the expense of the insurer, a lawyer has a duty to ascertain whether the lawyer will be representing both the insurer and the insured as clients, or only the insured, and to inform both the insured and</p>

	the insurer regarding the scope of the representation. All other Rules Regulating The Florida Bar related to conflicts of interest apply to the representation as they would in any other situation.
ID Effective 7/1/04	Adds to end of (a)(2): or by the personal interests of the lawyer, including family and domestic relationships.
IL Effective 1/1/2010	(b)(4) Deletes “confirmed in writing” at the end of the paragraph.
IN Effective 1/1/05	Same as MR
IA Effective 7/1/05	Adds (c) In no event shall a lawyer represent both parties in dissolution of marriage proceedings.
KS Effective 7/1/07	(a)(2): replaces “significant” with “substantial”
KY Effective 7/15/09	(b)(4): adds to end “The consultation shall include an explanation of the implications of the common representation and the advantages and risks involved.”
LA Effective 3/1/04	Same as MR
ME Effective 8/1/09	(a)(1): Adds clause to end: “even if representation would not occur in the same matter or in substantially related matters” (b)(1): replaces “will” with “would” (b)(2) same as MR (b)(4) MR (b)(2) or (3) are moved to new Paragraph (c): (c) <i>Under no circumstances may a lawyer represent a client if:</i> (1) the representation is prohibited by law; (almost identical to MR (b)(2) but deletes “not”) (2) the representation involves the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal. (almost identical to MR (b)(3) but changes “does not involve” to “involves”
MD Effective 7/1/05	Did not change title (a) and (b): deletes the word “concurrent”
MI (as proposed July 2004)	(b)(3): deletes “litigation or other”
MN Effective 10/1/05	Same as MR
MS	Changes title to: “Conflict of Interest: General Rule”

<p>Effective 11/3/05</p>	<p>(a) Changes wording: deletes clause, “Except as provided in paragraph (b);” deletes “involves a concurrent conflict...exists if” and replaces with: “of that client will be directly adverse to another client, unless the lawyer reasonably believes”</p> <p>(1) Similar to MR (b)(1) but deletes “of one client,” replaces “be directly adverse to another client” with “not adversely affect the relationship with the other client”</p> <p>(2) Similar to MR (b)(4) but changes wording to: “each client has given knowing and informed consent after consultation. The consultation shall include explanation of the implications of the adverse representation and the advantages and risks involved.”</p> <p><i>(b) A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interests, unless the lawyer reasonably believes:</i></p> <p><i>(1) the representation will not be adversely affected; and</i></p> <p><i>(2) the client has given knowing and informed consent after consultation. The consultation shall include explanation of the implications of the representation and the advantage and risks involved.</i></p>
<p>MO Effective 7/1/07</p>	<p>Same as MR</p>
<p>MT Effective 4/1/04</p>	<p>Same as MR</p>
<p>NE Effective 9/1/05</p>	<p>Same as MR</p>
<p>NV Effective 5/1/06</p>	<p>Same as MR</p>
<p>NH Effective 1/1/08</p>	<p>Same as MR</p>
<p>NJ Effective 1/1/04</p>	<p>Did not change rule title</p> <p>(b): MR (b)(4) is placed first as (b)(1) and the following language is added at the end: “after full disclosure and consultation, provided, however, that a public entity cannot consent to any such representation. When the lawyer represents multiple clients in a single matter, the consultation shall include an explanation of the common representation and the advantages and risks involved;”</p>
<p>NM Effective 11/2/09</p>	<p>(a) Adds title: “Representation involving concurrent conflict of interest.”</p> <p>(b) Adds title: “Permissible representation when concurrent conflict exists.”</p>
<p>NY</p>	<p><i>(a) Except as provided in paragraph (b), a lawyer shall not represent a</i></p>

<p>Effective 4/1/09</p>	<p><i>client if a reasonable lawyer would conclude that either:</i> <i>(1) the representation will involve the lawyer in representing differing interests; or</i> <i>(2) there is a significant risk that the lawyer’s professional judgment on behalf of a client will be adversely affected by the lawyer’s own financial, business, property or other personal interests.</i></p> <p>(b) Identical to MR (b)</p>
<p>NC Effective 3/1/03</p>	<p>(a)(2): “may” replaces “will”</p>
<p>ND Effective 8/1/06</p>	<p>CONFLICT OF INTEREST: GENERAL RULE</p> <p>(a) A lawyer shall not represent a client if the lawyer's ability to consider, recommend, or carry out a course of action on behalf of the client will be adversely affected by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interests.</p> <p>(b) A lawyer shall not represent a client when the lawyer's own interests are likely to adversely affect the representation.</p> <p>(c) A lawyer shall not represent a client if the representation of that client might be adversely affected by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interests, unless:</p> <ul style="list-style-type: none"> (1) the lawyer reasonably believes the representation will not be adversely affected; and (2) the client consents after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved. <p>(d) Except as required or permitted by Rule 1.6, a lawyer shall not use information relating to representation of a client to the disadvantage of a client unless a client who would be disadvantaged consents after consultation.</p>
<p>OH Effective 2/1/07</p>	<p>(a) A lawyer’s acceptance or continuation of representation of a client creates a conflict of interest if either of the following apply:</p> <ul style="list-style-type: none"> (1) the representation of that client will be directly adverse to another current client; (2) there is a significant risk that the lawyer’s ability to consider, recommend, or carry out an appropriate course of action for that client will be 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>(b) A lawyer shall not accept or continue the representation of a client if a conflict of interest is created pursuant to division (a) of this rule, unless all of the following apply:</p> <ul style="list-style-type: none"> (1) the lawyer will be able to provide competent, diligent, and loyal representation to each affected client; (2) each affected client gives informed consent, confirmed in writing;

	<p>(3) the representation is not precluded by division (c) of this rule.</p> <p>(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>OK Effective 1/1/08</p>	<p>Same as MR</p>
<p>OR Effective 12/1/06</p>	<p>Uses “current” in place of “concurrent” throughout</p> <p>Adds as (a)(3): <i>the lawyer is related to another lawyer as parent, child, sibling, spouse or domestic partner in a matter adverse to a person whom the lawyer knows is represented by the other lawyer in the same matter</i></p> <p>Inserts as (b)(3): <i>the representation does not obligate the lawyer to contend for something on behalf of one client that the lawyer has a duty to oppose on behalf of another client; and</i></p>
<p>PA Effective 7/1/06</p>	<p>Does not include "confirmed in writing" in (b)(4)</p>
<p>RI Effective 4/15/07</p>	<p>Same as MR</p>
<p>SC Effective 10/1/05</p>	<p>Same as MR</p>
<p>SD Effective 1/1/04</p>	<p>(b)(4): “same matter” replaces “other proceeding”</p>
<p>TN Effective 3/1/03</p>	<p>(a) <i>A lawyer shall not represent a client if the representation of that client will be directly adverse to another client, unless:</i></p> <p style="padding-left: 40px;">(1) <i>the lawyer reasonably believes the representation will not adversely affect the relationship with the other client; and</i></p> <p style="padding-left: 40px;">(2) <i>each client consents in writing after consultation.</i></p> <p>(b) <i>A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer’s responsibilities to another client or to a third person, or by the lawyer’s own interests, unless:</i></p> <p style="padding-left: 40px;">(1) <i>the lawyer reasonably believes the representation will not be adversely affected; and</i></p> <p style="padding-left: 40px;">(2) <i>the client consents in writing after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.</i></p> <p>(c) <i>A lawyer shall not represent more than one client in the same criminal case, unless</i></p> <p style="padding-left: 40px;">(1) <i>the lawyer demonstrates to the tribunal that good cause exists to</i></p>

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	<i>believe that no conflict of interest prohibited under this Rule presently exists or is likely to exist; and (2) each client consents in writing after consultation concerning the implications of the common representation, along with the advantages and risks involved.</i>
UT Effective 11/1/05	Same as MR
VT Effective 9/1/09	Same as MR
VA Effective 1/1/04	(b): adds at end “each affected client consents after consultation, and” (b)(4): the consent from the client is memorialized in writing
WA Effective 9/1/06	Adds to end of (b)(4): (following authorization from the other client to make any required disclosures)
WI Effective 7/1/07	(b)(4): adds “signed by the client” to end
WY Effective 7/1/06	(b)(4), before proceeding with the representation, each affected client makes an informed decision to waive the conflict, in writing signed by the client

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