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	Minnesota
	Rules as adopted by Minnesota Supreme Court to be effective October 1, 2005. variations from the ABA Model Rules are noted rules only; comment comparison not included
Preamble	
Scope	[16]: adds before the last sentence: For example, Minnesota’s Professionalism Aspirations provide guidance on best practices in situations typical in the practice of law.
Rule 1.0	adds as (c): “Consult” or “Consultation” denotes communication of information reasonably sufficient to permit the client to appreciate the significance of the matter in question. other paragraphs renumbered accordingly
Rule 1.1	
Rule 1.2	
Rule 1.3	
Rule 1.4	
Rule 1.5	(b): adds at the end: All agreements for the advance payment of nonrefundable fees to secure a lawyer’s availability for a specific period of time or a specific service shall be reasonable in amount and clearly communicated in a writing signed by the client.
Rule 1.6	(a) Except when permitted under paragraph (b), a lawyer shall not knowingly reveal information relating to the representation of a client. (b) A lawyer may reveal information relating to the representation of a client if: (1) the client gives informed consent; (2) the information is not protected by the attorney-client privilege under applicable law, the client has not requested that the information be held inviolate, and the lawyer reasonably believes the disclosure would not be embarrassing or likely detrimental to the client; (3) the lawyer reasonably believes the disclosure is impliedly authorized in order to carry out the representation; (4) the lawyer reasonably believes the disclosure is necessary to prevent the commission of a fraud that is reasonably certain to result in substantial injury to the financial interests or property of another and in furtherance of which the client has used or is using the lawyer’s services, or to prevent the commission of a crime; (5) the lawyer reasonably believes the disclosure is necessary to rectify the consequences of a client’s criminal or fraudulent act in the furtherance of which

	<p>the lawyer’s services were used;</p> <p>(6) the lawyer reasonably believes the disclosure is necessary to prevent reasonably certain death or substantial bodily harm;</p> <p>(7) the lawyer reasonably believes the disclosure is necessary to secure legal advice about the lawyer’s compliance with these rules;</p> <p>(8) the lawyer reasonably believes the disclosure is necessary to establish a claim or defense on behalf of the lawyer in an actual or potential controversy between the lawyer and the client, to establish a defense in a civil, criminal, or disciplinary proceeding against the lawyer based upon conduct in which the client was involved, or to respond in any proceeding to allegations by the client concerning the lawyer’s representation of the client;</p> <p>(9) the lawyer reasonably believes the disclosure is necessary to comply with other law or a court order; or</p> <p>(10) the lawyer reasonably believes the disclosure is necessary to inform the Office of Lawyers Professional Responsibility of knowledge of another lawyer’s violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer’s honesty, trustworthiness, or fitness as a lawyer in other respects. See Rule 8.3.</p>
Rule 1.7	
Rule 1.8	<p>(a)(3): replaces “in a writing signed by the client” with “in a document signed by the client separate from the transaction documents,”</p> <p>replaces (c) with: A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.</p> <p>(e): adds as (3): a lawyer may guarantee a loan reasonably needed to enable the client to withstand delay in litigation that would otherwise put substantial pressure on the client to settle a case because of financial hardship rather than on the merits, provided the client remains ultimately liable for repayment of the loan without regard to the outcome of the litigation and, further provided, that no promise of such financial assistance was made to the client by the lawyer, or by another in the lawyer’s behalf, prior to the employment of that lawyer by that client.</p> <p>(f): adds at the end of (1): or the acceptance of compensation from another is impliedly authorized by the nature of the representation;</p> <p>(g): deletes references to criminal matters or pleas.</p> <p>(j): adds at the end: For purposes of this paragraph:</p> <p>(1) “sexual relations” means sexual intercourse or any other intentional touching of the intimate parts of a person or causing the person to touch the intimate parts of the lawyer;</p> <p>(2) if the client is an organization, any individual who oversees the representation and gives instructions to the lawyer on behalf of the organization shall be deemed to be the client; in-house attorneys while representing governmental or corporate entities are governed by Rule 1.7 rather than by this rule with respect to sexual relations with other employees of the entity they represent;</p> <p>(3) this paragraph does not prohibit a lawyer from engaging in sexual relations</p>

	<p>with a client of the lawyer's firm provided that the lawyer has no involvement in the performance of the legal work for the client;</p> <p>(4) if a party other than the client alleges violation of this paragraph, and the complaint is not summarily dismissed, the Director of the Office of Lawyers Professional Responsibility, in determining whether to investigate the allegation and whether to charge any violation based on the allegations, shall consider the client's statement regarding whether the client would be unduly burdened by the investigation or charge.</p>
Rule 1.9	(b): deletes subsection numbers and deletes the words "that is material to the matter"
Rule 1.10	<p>inserts as (b): (b) When a lawyer becomes associated with a firm, and the lawyer is prohibited from representing a client pursuant to Rule 1.9(b), other lawyers in the firm may represent that client if there is no reasonably apparent risk that confidential information of the previously represented client will be used with material adverse effect on that client because:</p> <p>(1) any confidential information communicated to the lawyer is unlikely to be significant in the subsequent matter;</p> <p>(2) the lawyer is subject to screening measures adequate to prevent disclosure of the confidential information and to prevent involvement by that lawyer in the representation; and</p> <p>(3) timely and adequate notice of the screening has been provided to all affected clients.</p>
Rule 1.11	
Rule 1.12	
Rule 1.13	<p>replaces MR (c) with: (c) If, despite the lawyer's efforts in accordance with paragraph (b), the highest authority that can act on behalf of the organization insists upon or fails to address in a timely and appropriate manner an action, or a refusal to act, that is clearly a violation of law, the lawyer may resign in accordance with Rule 1.16 and may disclose information in conformance with Rule 1.6.</p> <p>(d): does not include MR (d). Other provisions renumbered accordingly.</p>
Rule 1.14	<p>(b): changes "reasonable necessary" to "reasonable"</p> <p>(c): reference is to 1.6(b)(3)</p>
Rule 1.15	<p>(a) All funds of clients or third persons held by a lawyer or law firm in connection with a representation shall be deposited in one or more identifiable interest bearing trust accounts as set forth in paragraphs (d) through (g). No funds belonging to the lawyer or law firm shall be deposited therein except as follows:</p> <p>(1) funds of the lawyer or law firm reasonably sufficient to pay service charges may be deposited therein;</p> <p>(2) funds belonging in part to a client or third person and in part presently or potentially to the lawyer or law firm must be deposited therein.</p> <p>(b) A lawyer must withdraw earned fees and any other funds belonging to the lawyer or the law firm from the trust account within a reasonable time after the fees have been earned or entitlement to the funds has been established, and the lawyer must provide the client or third person with: (i) written notice of the time, amount, and purpose of the withdrawal; and (ii) an accounting of the client's or</p>

third person's funds in the trust account. If the right of the lawyer or law firm to receive funds from the account is disputed by the client or third person claiming entitlement to the funds, the disputed portion shall not be withdrawn until the dispute is finally resolved. If the right of the lawyer or law firm to receive funds from the account is disputed within a reasonable time after the funds have been withdrawn, the disputed portion must be restored to the account until the dispute is resolved.

(c) A lawyer shall:

(1) promptly notify a client or third person of the receipt of the client's or third person's funds, securities, or other properties;

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

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

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

(5) deposit all fees in advance of the legal services being performed into a trust account and withdraw the fees as earned, unless the lawyer and the client have entered into a written agreement pursuant to Rule 1.5(b).

(d) Each trust account referred to in paragraph (a) shall be an interest bearing account in a bank, savings bank, trust company, savings and loan association, savings association, or federally regulated investment company selected by a lawyer in the exercise of ordinary prudence.

(e) A lawyer who receives client or third person funds shall maintain a pooled interest bearing trust account for deposit of funds that are nominal in amount or expected to be held for a short period of time. The interest accruing on this account, net of any transaction costs, shall be paid to the Lawyer Trust Account Board established by the Minnesota Supreme Court.

(f) All client or third person funds shall be deposited in the account specified in paragraph (e) unless they are deposited in a:

(1) separate interest bearing trust account for the particular third person, client, or client's matter on which the interest, net of any transaction costs, will be paid to the client or third person; or

(2) pooled interest bearing trust account with subaccounting which will provide for computation of interest earned by each client's or third person's funds and the payment thereof, net of any transaction costs, to the client.

(g) In determining whether to use the account specified in paragraph (e) or an account specified in paragraph (f), a lawyer shall take into consideration the following factors:

(1) the amount of interest which the funds would earn during the period they are expected to be deposited;

(2) the cost of establishing and administering the account, including the cost of the lawyer's services;

(3) the capability of financial institutions described in paragraph (d) to calculate and pay interest to individual clients.

(h) Every lawyer engaged in private practice of law shall maintain or cause to be maintained on a current basis books and records sufficient to demonstrate income derived from, and expenses related to, the lawyer's private practice of law, and to establish compliance with paragraphs (a) through (f). Equivalent books and records demonstrating the same information in an easily accessible manner and in substantially the same detail are acceptable. The books and records shall be preserved for at least six years following the end of the taxable year to which they relate or, as to books and records relating to funds or property of clients or third persons, for at least six years after completion of the employment to which they relate.

(i) Every lawyer subject to paragraph (h) shall certify, in connection with the annual renewal of the lawyer's registration and in such form as the Clerk of the Appellate Courts may prescribe, that the lawyer or the lawyer's law firm maintains books and records as required by paragraph (h). The Lawyers Professional Responsibility Board shall publish annually the books and records required by paragraph (h).

(j) Lawyer trust accounts shall be maintained only in financial institutions approved by the Office of Lawyers Professional Responsibility. Every check, draft, electronic transfer, or other withdrawal instrument or authorization shall be personally signed or, in the case of electronic, telephone, or wire transfer, directed by one or more lawyers authorized by the law firm.

(k) A financial institution shall be approved as a depository for lawyer trust accounts if it files with the Office of Lawyers Professional Responsibility an agreement, in a form provided by the Office, to report to the Office in the event any properly payable instrument is presented against a lawyer trust account containing insufficient funds, irrespective of whether the instrument is honored. The Lawyers Professional Responsibility Board shall establish rules governing approval and termination of approved status for financial institutions, and shall annually publish a list of approved financial institutions. No trust account shall be maintained in any financial institution that does not agree to make such reports. Any such agreement shall apply to all branches of the financial institution and shall not be canceled except upon three days notice in writing to the Office.

(l) The overdraft notification agreement shall provide that all reports made by the financial institution shall be in the following format:

(1) 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;

(2) in the case of an instrument that is presented against insufficient funds but which instrument is honored, the report shall identify the financial institution, the lawyer or law firm, the account number, the date of presentation for payment, and the date paid, as well as the amount of overdraft created thereby.

Such reports shall be made simultaneously with, and within the time provided by law for notice of dishonor, if any. If an instrument presented against insufficient

	<p>funds is honored, then the report shall be made within five banking days of the date of presentation for payment against insufficient funds.</p> <p>(m) Every lawyer practicing or admitted to practice in this jurisdiction shall, as a condition thereof, be conclusively deemed to have consented to the reporting and production requirements mandated by this rule.</p> <p>(n) Nothing herein shall preclude a financial institution from charging a particular lawyer or law firm for the reasonable cost of producing the reports and records required by this rule.</p> <p>(o) Definitions.</p> <p>“Financial Institution” includes banks, savings and loan associations, savings banks, and any other businesses or persons that accept for deposit funds held in trust by lawyers.</p> <p>“Properly payable” refers to an instrument which, if presented in the normal course of business, is in a form requiring payment under the laws of this jurisdiction.</p> <p>“Notice of dishonor” refers to the notice which a financial institution is required to give, under the laws of this jurisdiction, upon presentation of an instrument that the institution dishonors.</p>
<p>Rule 1.16</p>	<p>(d): deletes the last sentence</p> <p>adds as (e): Papers and property to which the client is entitled include the following, whether stored electronically or otherwise:</p> <p>(1) in all representations, the papers and property delivered to the lawyer by or on behalf of the client and the papers and property for which the client has paid the lawyer’s fees and reimbursed the lawyer’s costs;</p> <p>(2) in pending claims or litigation representations:</p> <p>(i) all pleadings, motions, discovery, memoranda, correspondence and other litigation materials which have been drafted and served or filed, regardless of whether the client has paid the lawyer for drafting and serving the document(s), but shall not include pleadings, discovery, motion papers, memoranda and correspondence which have been drafted, but not served or filed, if the client has not paid the lawyer’s fee for drafting or creating the documents; and</p> <p>(ii) all items for which the lawyer has agreed to advance costs and expenses regardless of whether the client has reimbursed the lawyer for the costs and expenses, including depositions, expert opinions and statements, business records, witness statements, and other materials that may have evidentiary value;</p> <p>(3) in nonlitigation or transactional representations, client files, papers, and property shall not include drafted but unexecuted estate plans, title opinions, articles of incorporation, contracts, partnership agreements, or any other unexecuted document which does not otherwise have legal effect, where the client has not paid the lawyer’s fee for drafting the document(s).</p> <p>adds as (f): A lawyer may charge a client for the reasonable costs of duplicating or retrieving the client’s papers and property after termination of the representation only if the client has, prior to termination of the lawyer’s services, agreed in writing to such a charge.</p> <p>adds as (g): A lawyer shall not condition the return of client papers and property on payment of the lawyer’s fee or the cost of copying the files or papers.</p>

<p>Rule 1.17</p>	<p>(a) A lawyer shall not sell or buy a law practice unless:</p> <p>(1) the seller sells the practice as an entirety, as defined in paragraph (c) of this rule, to a lawyer or firm of lawyers licensed to practice law in Minnesota; and</p> <p>(2) the seller sends a written notification that complies with paragraph (d) of this rule to all clients whose files are currently active and all clients whose inactive files will be taken over by the buy lawyer or firm of lawyers.</p> <p>(b) The buying lawyer or firm of lawyers shall not increase the fees charged to clients by reason of the sale for a period of at least one year from the date of the sale. The buying lawyer or firm of lawyers shall honor all existing fee agreements for at least one year from the date of the sale and shall continue to completion, on the same terms agreed to by the selling lawyer and the client, any matters that the selling lawyer has agreed to do on a pro bono publico basis or for a reduced fee.</p> <p>(c) For purposes of this rule, a practice is sold as an entirety if the buying lawyer or firm of lawyers assumes responsibility for at least all of the currently active files except those that deal with matters that the buying lawyer or firm of lawyers would not be competent to handle, those that the buying lawyer or firm of lawyers would be barred from handling because of a conflict of interest, or those from which the selling lawyer is denied permission to withdraw by a tribunal in a matter subject to Rule 1.16(c).</p> <p>(d) The written notification that the selling lawyer must send pursuant to paragraph (a)(2) of this rule must include at a minimum:</p> <p>(1) a statement that the law practice of the selling lawyer has been sold to the buying lawyer or law firm;</p> <p>(2) a summary of the buying lawyer's or law firm's professional background, including education and experience and the length of time that the buying lawyer or members of the buying law firm have been in practice;</p> <p>(3) a statement that the client has the right to continue to retain the buying lawyer under the same fee arrangement as the client had with the selling lawyer or to have the client's complete file sent to the client or to another lawyer of the client's choice.</p> <p>(e) If the written notification described in paragraph (d) has actually reached the client through personal service or by certified mail, the notification may include a provision stating that if the client does not respond to the buying lawyer by ninety days from the date that the client receives the notification, the client's silence shall be deemed to be the client's waiver of confidentiality and the client's consent to the buying lawyer representing the client in the matter that was the subject of the selling lawyer's representation. The client's failure to respond within that time shall be such a waiver and consent.</p> <p>(f) The transaction may include a promise by the selling lawyer that the selling lawyer will not engage in the practice of law for a reasonable period of time within a reasonable geographic area and will not advertise for or solicit clients within that area for that time.</p> <p>(g) The selling lawyer shall retain responsibility for the proper management and disposition of all inactive files that are not transferred as part of the sale of the law practice.</p> <p>(h) For purposes of this rule, the term "lawyer" means an individual lawyer or a</p>
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	law firm that buys or sells a law practice.
Rule 1.18	
Rule 2.1	
Rule 2.2	
Rule 2.3	
Rule 2.4	
Rule 3.1	
Rule 3.2	
Rule 3.3	
Rule 3.4	
Rule 3.5	<p>(a) Before the trial of a case, a lawyer connected therewith shall not, except in the course of official proceedings, communicate with or cause another to communicate with anyone the lawyer knows to be a member of the venire from which the jury will be selected for the trial of the case.</p> <p>(b) During the trial of the case:</p> <p>(1) a lawyer connected therewith shall not, except in the course of official proceedings, communicate with or cause another to communicate with any member of the jury.</p> <p>(2) a lawyer who is not connected therewith shall not, except in the course of official proceedings, communicate with or cause another to communicate with a juror concerning the case.</p> <p>(c) After discharge of the jury from further consideration of a case with which the lawyer was connected, the lawyer shall not 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.</p> <p>(d) A lawyer shall not conduct or cause another, by financial support or otherwise, to conduct a vexatious or harassing investigation of a juror or prospective juror.</p> <p>(e) All restrictions imposed by this rule apply also to communications with or investigations of members of a family of a juror or prospective juror.</p> <p>(f) A lawyer shall reveal promptly to the court improper conduct by, or by another toward, a juror or prospective juror or a member of the family thereof, of which the lawyer has knowledge.</p> <p>(g) In an adversary proceeding a lawyer shall not communicate or cause another to communicate as to the merits of the case with the judge or an official before whom a proceeding is pending except:</p> <p>(1) in the course of official proceedings;</p> <p>(2) in writing, if the lawyer promptly delivers a copy of the writing to opposing counsel or to the adverse party if the party is not represented by a lawyer;</p> <p>(3) orally upon adequate notice to opposing counsel or to the adverse party if the adverse party is not represented by a lawyer; or</p> <p>(4) as otherwise authorized by law.</p> <p>(h) A lawyer shall not engage in conduct intended to disrupt a tribunal.</p>
Rule 3.6	(a): limits (a) to criminal matters: A lawyer who is participating or has

	<p>participated in the investigation or litigation of a criminal matter shall not make an extrajudicial statement about the matter that the lawyer knows or reasonably should know will be disseminated by means of public communication and will have a substantial likelihood of materially prejudicing a jury trial in a pending criminal matter.</p> <p>deletes (b)</p> <p>Other paragraphs renumbered accordingly</p>
Rule 3.7	
Rule 3.8	<p>(f) - deletes the first half of (f) and revised it to read: (f) exercise reasonable care to prevent employees or other persons assisting or associated with the prosecutor in a criminal case and over whom the prosecutor has direct control from making an extrajudicial statement that the prosecutor would be prohibited from making under Rule 3.6.</p>
Rule 3.9	
Rule 4.1	<p>replaces the MR with : In the course of representing a client, a lawyer shall not knowingly make a false statement of fact or law.</p>
Rule 4.2	
Rule 4.3	<p>separates the rules into 4 paragraphs. Includes all of the MR provisions and adds as the second sentence (paragraph): (b): a lawyer shall clearly disclose that the client’s interests are adverse to the interests of the unrepresented person, if the lawyer knows or reasonably should know that the interests are adverse;</p>
Rule 4.4	
Rule 5.1	<p>changes the title to: <b>RESPONSIBILITIES OF A PARTNER OR SUPERVISORY LAWYER</b></p>
Rule 5.2	
Rule 5.3	
Rule 5.4	<p>(a)(4): adds at the beginning: subject to full disclosure and court approval, adds as (a)(5): a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer the proportion of the total compensation that fairly represents the services rendered by the deceased lawyer.</p> <p>replaces (d)(2) with: (2) a nonlawyer possesses governance authority, unless permitted by the Minnesota Professional Firms Act; or</p>
Rule 5.5	<p>(a): adds at the end: except that a lawyer admitted to practice in Minnesota does not violate this rule by conduct in another jurisdiction that is permitted in Minnesota under Rule 5.5 (c) and (d) for lawyers not admitted to practice in Minnesota.</p> <p>deletes (d)(1)</p>
Rule 5.6	
Rule 5.7	
Rule 5.8	<p><b>adds as RULE 5.8: EMPLOYMENT OF DISBARRED, SUSPENDED, OR INVOLUNTARILY INACTIVE LAWYERS</b></p> <p>(a) For purposes of this rule “employ” means to engage the services of another,</p>

	<p>including employees, agents, independent contractors, and consultants, regardless of whether any compensation is paid.</p> <p>(b) A lawyer shall not employ, associate professionally with, or aid a person the lawyer knows or reasonably should know has been disbarred, suspended, or placed on disability inactive status by order of the court to do any of the following on behalf of the lawyer’s client:</p> <ol style="list-style-type: none"> <li>(1) render legal consultation or advice to the client;</li> <li>(2) appear on behalf of the client in any hearing or proceeding or before any judicial officer, arbitrator, mediator, court, public agency, referee, magistrate, commissioner, or hearing officer, unless the rules of the tribunal involved permit representation by nonlawyers and the client has been informed of the lawyer’s suspension, disbarment, or disability inactive status;</li> <li>(3) appear as a representative of the client at a deposition or other discovery matter;</li> <li>(4) negotiate or transact any matter for or on behalf of the client with third parties;</li> <li>(5) receive, disburse, or otherwise handle the client’s funds; or</li> <li>(6) engage in activities that constitute the practice of law.</li> </ol> <p>(c) A lawyer may employ, associate professionally with, or aid a disbarred, suspended, or disability inactive lawyer to perform research, drafting, clerical, or similar activities, including but not limited to:</p> <ol style="list-style-type: none"> <li>(1) performing legal work of a preparatory nature for the active lawyer’s review, such as legal research, gathering information, and drafting pleadings, briefs, and other similar documents;</li> <li>(2) directly communicating with the client or third parties regarding matters such as scheduling, billing, updates, information gathering, and confirmation of receipt or sending of correspondence and messages; or</li> <li>(3) accompanying an active lawyer to a deposition or other discovery matter for the limited purpose of providing clerical assistance to the active lawyer who will appear as the representative of the client.</li> </ol> <p>(d) Prior to or at the time of employing a person the lawyer knows or reasonably should know is a disbarred, suspended, or disability inactive lawyer, the lawyer shall serve upon the Office of Lawyers Professional Responsibility written notice of the employment, including a full description of such person’s current license status. The notice shall state that the suspended, disbarred, or disability inactive lawyer shall not be employed to perform any of the activities prohibited by paragraph (b).</p> <p>(e) Upon terminating the employment of the disbarred, suspended, or disability inactive lawyer, the employing lawyer shall promptly serve upon the Office of Lawyers Professional Responsibility written notice of the termination.</p>
Rule 6.1	
Rule 6.2	
Rule 6.3	
Rule 6.4	
Rule 6.5	changes title to: PRO BONO LIMITED LEGAL SERVICES PROGRAMS

	(a) replaces “sponsored by a nonprofit organization or court” with “offering pro bono legal services,”
Rule 7.1	
Rule 7.2	(b)(2): deletes “or qualified” and deletes definition of qualified lawyer referral service. (c): deletes “and office address”
Rule 7.3	(a) and (b): does not include reference to “real time electronic” (c): requires the words to be included “clearly and conspicuously”; replaces “at the beginning and ending of any recorded..” with, “within any written, recorded...”
Rule 7.4	(c): replaces “has been” with “is”
Rule 7.5	
Rule 7.6	does not include this rule
Rule 8.1	
Rule 8.2	
Rule 8.3	(c): replaces “otherwise protected by Rule 1.6” with, “that Rule 1.6 requires or allows a lawyer to keep confidential”; deletes “an approved” before lawyer assistance program; and adds at the end: or other program providing assistance, support or counseling to lawyers who are chemically dependent or have mental disorders.
Rule 8.4	adds as (g): harass a person on the basis of sex, race, age, creed, religion, color, national origin, disability, sexual orientation, or marital status in connection with a lawyer’s professional activities; adds as (h): commit a discriminatory act prohibited by federal, state, or local statute or ordinance that reflects adversely on the lawyer’s fitness as a lawyer. Whether a discriminatory act reflects adversely on a lawyer’s fitness as a lawyer shall be determined after consideration of all the circumstances, including: (1) the seriousness of the act, (2) whether the lawyer knew that the act was prohibited by statute or ordinance, (3) whether the act was part of a pattern of prohibited conduct, and (4) whether the act was committed in connection with the lawyer’s professional activities; or adds as (i): refuse to honor a final and binding fee arbitration award after agreeing to arbitrate a fee dispute.
Rule 8.5	