OREGON RULES OF PROFESSIONAL CONDUCT FOR LICENSED PARALEGALS

(as amended effective September 3, 2026)

CONTENTS

RULE 1.0 TERMINOLOGY 2

CLIENT-LP RELATIONSHIP *3*

RULE 1.1 COMPETENCE 3

RULE 1.2 SCOPE OF REPRESENTATION AND ALLOCATION OF AUTHORITY BETWEEN CLIENT AND LP 3

RULE 1.3 DILIGENCE 3

RULE 1.4 COMMUNICATION 3

RULE 1.5 FEES 3

RULE 1.6 CONFIDENTIALITY OF INFORMATION 5

RULE 1.7 CONFLICT OF INTEREST: CURRENT CLIENTS 5

RULE 1.8 CONFLICT OF INTEREST: CURRENT CLIENTS: SPECIFIC RULES 6

RULE 1.9 DUTIES TO FORMER CLIENTS 7

RULE 1.10 IMPUTATION OF CONFLICTS OF INTEREST; SCREENING 8

RULE 1.11 SPECIAL CONFLICTS OF INTEREST FOR FORMER AND CURRENT GOVERNMENT OFFICERS AND EMPLOYEES 8

RULE 1.12 FORMER JUDGE, ARBITRATOR, MEDIATOR OR OTHER THIRD-PARTY NEUTRAL 9

RULE 1.13 ORGANIZATION AS CLIENT 10

RULE 1.14 CLIENT WITH DIMINISHED CAPACITY 11

RULE 1.15-1 SAFEKEEPING PROPERTY 11

RULE 1.15-2 [RESERVED] 11

RULE 1.16 DECLINING OR TERMINATING REPRESENTATION . 11

RULE 1.17 SALE OF LAW PRACTICE 12

RULE 1.18 DUTIES TO PROSPECTIVE CLIENT 13

COUNSELOR *13*

RULE 2.1 ADVISOR 13

RULE 2.2 [RESERVED] 14

RULE 2.3 EVALUATION FOR USE BY THIRD PERSONS 14

RULE 2.4 LP SERVING AS MEDIATOR 14

ADVOCATE *14*

RULE 3.1 MERITORIOUS CLAIMS AND CONTENTIONS 14

RULE 3.2 [RESERVED] 14

RULE 3.3 CANDOR TOWARD THE TRIBUNAL 14

RULE 3.5 IMPARTIALITY AND DECORUM OF THE TRIBUNAL . 15

RULE 3.6 TRIAL PUBLICITY 15

RULE 3.7 LP AS WITNESS 16

RULE 3.8 [RESERVED] 16

RULE 3.9 ADVOCATE IN NONADJUDICATIVE PROCEEDINGS .. 16

TRANSACTIONS WITH PERSONS OTHER THAN CLIENTS *16*

RULE 4.1 TRUTHFULNESS IN STATEMENTS TO OTHERS 16

RULE 4.2 COMMUNICATION WITH PERSON REPRESENTED BY COUNSEL 16

RULE 4.4 RESPECT FOR THE RIGHTS OF THIRD PERSONS; INADVERTENTLY SENT DOCUMENTS 17

FIRMS AND ASSOCIATIONS *17*

RULE 5.1 RESPONSIBILITIES OF MANAGERS AND SUPERVISORY LPS 17

RULE 5.2 RESPONSIBILITIES OF A SUBORDINATE LP 17

RULE 5.3 RESPONSIBILITIES REGARDING NON-LP ASSISTANCE 17

RULE 5.4 PROFESSIONAL INDEPENDENCE OF AN LP 18

RULE 5.5 UNAUTHORIZED PRACTICE OF LAW; MULTIJURISDICTIONAL PRACTICE 18

RULE 5.6 RESTRICTIONS ON RIGHT TO PRACTICE 18

RULE 5.7 [RESERVED] 19

RULE 5.8 BUSINESS STRUCTURES INVOLVING LP AND LAWYER OWNERSHIP 19

PUBLIC SERVICE *19*

RULE 6.1 [RESERVED] 19

RULE 6.2 [RESERVED] 19

RULE 6.3 MEMBERSHIP IN LEGAL SERVICES ORGANIZATION . 19

RULE 6.4 LAW REFORM ACTIVITIES AFFECTING CLIENT INTERESTS 19

RULE 6.5 NONPROFIT AND COURT-ANNEXED LIMITED LEGAL SERVICES PROGRAMS 19

INFORMATION ABOUT LEGAL SERVICES *20*

RULE 7.1 COMMUNICATION CONCERNING AN LP'S SERVICES 20

RULE 7.2 ADVERTISING 20

RULE 7.3 SOLICITATION OF CLIENTS 20

RULE 7.4 [RESERVED] 20

RULE 7.5 FIRM NAMES AND LETTERHEADS 20

RULE 7.6 [RESERVED] 21

MAINTAINING THE INTEGRITY OF THE PROFESSION *21*

RULE 8.1 BAR ADMISSION AND DISCIPLINARY MATTERS 21

RULE 8.2 JUDICIAL AND LEGAL OFFICIALS 21

RULE 8.3 REPORTING PROFESSIONAL MISCONDUCT 21

RULE 8.4 MISCONDUCT 22

RULE 8.5 DISCIPLINARY AUTHORITY; CHOICE OF LAW 22

RULE 8.6 WRITTEN ADVISORY OPINIONS ON PROFESSIONAL CONDUCT; CONSIDERATION GIVEN IN DISCIPLINARY PROCEEDINGS 23

RULE 1.0 TERMINOLOGY

(a) "Belief" or "believes" denotes that the person involved actually supposes the fact in question to be true. A person's belief may be inferred from circumstances.

(b) "Confirmed in writing," when used in reference to the informed consent of a person, denotes informed consent that is given in writing by the person or a writing that an LP promptly transmits to the person confirming an oral informed consent. See paragraph (g) for the definition of "informed consent." If it is not feasible to obtain or transmit the writing at the time the person gives informed consent, then the LP must obtain or transmit it within a reasonable time thereafter.

(c) "Electronic communication" includes but is not limited to messages sent to newsgroups, listservs and bulletin boards; messages sent via electronic mail; and real time interactive communications such as conversations in internet chat groups and conference areas and video conferencing.

(d) "Firm" or "LP firm" denotes an LP, LPs, a lawyer, lawyers, or combination thereof in a partnership, professional corporation, sole proprietorship or other association authorized to practice law or authorized to practice only within the scope of practice of an LP license; or LPs employed in a private or public legal aid organization, a legal services organization or the legal department of a corporation or other public or private organization. Any other LP, including an office sharer or an LP working for or with a firm on a limited basis, is not a member of a firm absent indicia sufficient to establish a de facto firm among the LPs involved.

(e) "Fraud" or "fraudulent" denotes conduct that is fraudulent under the substantive or procedural law of the applicable jurisdiction and has a purpose to deceive.

(f) "Information relating to the representation of a client" denotes both information protected by the attorney-client privilege or LP-client privilege under applicable law, and other information gained in a current or former 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.

(g) "Informed consent" denotes the agreement by a person to a proposed course of conduct after the LP has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct. When informed consent is required by these Rules to be confirmed in writing or to be given in a writing signed by the client, the LP shall give and the writing shall reflect a recommendation that the client seek independent legal advice to determine if consent should be given.

(h) "Knowingly," "known," or "knows" denotes actual knowledge of the fact in question, except that for purposes of determining an LP's knowledge of the existence of a conflict of interest, all facts which the LP knew, or by the exercise of reasonable care should have known, will be attributed to the LP. A person's knowledge may be inferred from circumstances.

(i) "Matter" includes any judicial or other proceeding, application, request for a ruling or other determination, contract, claim, controversy, investigation, charge, accusation, arrest or other particular matter involving a specific party or parties; and any other matter covered by the conflict of interest rules of a government agency.

(j) "Partner" denotes a member of a partnership, a shareholder in an LP firm organized as a professional corporation, or a member of an association authorized to practice as LPs.

(k)"Reasonable" or "reasonably" when used in relation to conduct by an LP denotes the conduct of a reasonably prudent and competent LP.

(l) "Reasonable belief" or "reasonably believes" when used in reference to an LP denotes that the LP believes the matter in question and that the circumstances are such that the belief is reasonable.

(m) "Reasonably should know" when used in reference to an LP denotes that an LP of reasonable prudence and competence would ascertain the matter in question.

(n) "Screened" denotes the isolation of an LP from any participation in a matter through the timely imposition of procedures within a firm that are reasonably adequate under the circumstances to protect information that the isolated LP is obligated to protect under these Rules or other law.

(o) "Substantial" when used in reference to degree or extent denotes a material matter of clear and weighty importance.

(p) "Tribunal" denotes a court, an arbitrator in a binding arbitration proceeding or a legislative body, administrative agency or other body acting in an adjudicative capacity. A legislative body, administrative agency or other body acts in an adjudicative capacity when a neutral official, after the presentation of evidence or legal argument by a party or parties, will render a binding legal judgment directly affecting a party's interests in a particular matter.

(q) "Writing" or "written" denotes a tangible or electronic record of a communication or representation, including handwriting, typewriting, printing, photostatting, photography, audio or videorecording and electronic communications. A "signed" writing includes an electronic sound, symbol or process attached to or logically associated with a writing and executed or adopted by a person with the intent to sign the writing.

LP TERMINOLOGY

(r) "Licensed Paralegal" or "LP" is an individual licensed by the Oregon State Bar as a licensed paralegal and authorized under the law to perform limited legal services within a defined scope of practice as set forth in the Rules for Licensing Paralegals in Oregon.

(s) "Lawyer Rule" denotes the Rule of Professional Conduct that applies to lawyers licensed within Oregon.

(t) "Scope of practice" denotes the defined limited legal services an LP may provide as set forth within the Rules for Licensing Paralegals in Oregon.

Amended 01/01/26: Paragraphs (r) amended to match RPCs for lawyers; new paragraph (s) added; and previous paragraph (t) redesignated as paragraph (t).

CLIENT-LP RELATIONSHIP

RULE 1.1 COMPETENCE

An LP shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

Defined Terms (see Rule 1.0):

"Reasonably"

RULE 1.2 SCOPE OF REPRESENTATION AND ALLOCATION OF AUTHORITY BETWEEN CLIENT AND LP

(a) Subject to paragraphs (b) and (c), an LP shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. An LP may take such action on behalf of the client as is impliedly authorized to carry out the representation. An LP shall abide by a client's decision whether to settle a matter.

(b) An LP may further limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.

(c) An LP shall not counsel a client to engage, or assist a client, in conduct that the LP knows is illegal or fraudulent, but an LP may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning or application of the law within LP's scope of practice.

(d) Notwithstanding paragraph (c), an LP may counsel and assist a client in a proposed course of conduct that the LP reasonably believes is permitted under Oregon law as long as such counsel is within the LP's scope of practice. In the event Oregon law conflicts with federal law or the law of another jurisdiction, the LP shall also refer the client to an attorney for advice regarding such conflict and the potential legal consequences.

Amended 01/01/24: Paragraph (d) amended.

Defined Terms (see Rule 1.0):

"Fraudulent"
"Informed consent"
"Knows"
"Matter"
"Reasonable"
"Scope of practice"

RULE 1.3 DILIGENCE

An LP shall not neglect a legal matter entrusted to the LP.

Defined Terms (see Rule 1.0):

"Matter"

RULE 1.4 COMMUNICATION

(a) An LP shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

(b) An LP shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

Defined Terms (see Rule 1.0):

"Knows"
"Reasonable"
"Reasonably"

RULE 1.5 FEES

(a) An LP shall not enter into an agreement for, charge or collect an illegal or clearly excessive fee or a clearly excessive amount for expenses.

(b) A fee is clearly excessive when, after a review of the facts, a lawyer or LP of ordinary prudence would be left with a definite and firm conviction that the fee is in excess of a reasonable fee. Factors to be considered as guides in determining the reasonableness of a fee include the following:

(1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;

(2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the LP;

(3) the fee customarily charged in the locality for similar legal services;

(4) the amount involved and the results obtained;

(5) the time limitations imposed by the client or by the circumstances;

(6) the nature and length of the professional relationship with the client; and

(7) the experience, reputation, and ability of the LP or LPs performing the services;

(8) [Reserved]

(c) An LP shall not enter into an arrangement for, charge or collect:

(1) any fee in a domestic relations matter, the payment or amount of which is contingent upon the securing of a divorce or upon the amount of spousal or child support or a property settlement;

(2) [Reserved]

(3) a fee denominated as "earned on receipt," "nonrefundable" or in similar term; or

(4) a fee described as a "prepaid fee" or similar terms, unless it is pursuant to a written agreement signed by the client which explains that

(i) the nature of the fee arrangement and the scope of the services to be provided;

(ii) the total amount of the fee and the terms of payment;

(iii) the fee will not be deposited into a lawyer/LP trust account;

(iv) the client may terminate the services of the attorney at any time for any reason or no reason; and

(v) the client may be entitled to a refund of all or part of a fee if the services for which the fee was paid are not completed and how any such refund would be calculated.

(d) A division of a fee between LPs and other LPs or lawyers who are not in the same firm may be made only if:

(1) the client gives informed consent to the fact that there will be a division of fees;

(2) the total fee of the LPs and lawyers for all legal services they rendered the client is not clearly excessive; and

(3) if the division of a fee is between a lawyer and an LP, the division is in proportion to the services performed by each lawyer and LP.

(e) Paragraph (d) does not prohibit payments to a lawyer or LP who is a former firm member pursuant to a separation or retirement agreement, or payments to a selling lawyer or LP for the sale of an LP practice pursuant to Rule 1.17.

(f) Before providing any services, an LP must provide the client with a written agreement, signed by the client(s), that:

(1) states the purpose for which the LP has been retained;

(2) identifies the services to be performed;

(3) identifies the rate or fee for the services to be performed and whether and to what extent the client will be responsible for any costs, expenses or disbursements in the course of the representation;

(4) includes a statement printed in 14-point boldface type that the LP is not an attorney and is limited to practice in the scope of practice in which the LP is licensed;

(5) includes a provision stating that the client may report complaints relating to an LP or the unauthorized practice of law to the Client Assistance Office of the Oregon State Bar, including a toll-free number and Internet website.

Amended 01/01/26: Paragraph (c)(3) amended; paragraph (c)(4) added; and paragraphs (d), (d)(3), and (e) amended.

Corrected 09/03/2026: Typographical corrections in (c)(3).

Defined Terms (see Rule 1.0):

"Firm"
"Informed Consent"
"Matter"
"Reasonable"
"Scope of practice"

RULE 1.6 CONFIDENTIALITY OF INFORMATION

(a) An LP shall not reveal information relating to the representation of a client unless the client gives informed consent, the disclosure is impliedly authorized in order to carry out the representation or the disclosure is permitted by paragraph (b).

(b) An LP may reveal information relating to the representation of a client to the extent the LP reasonably believes necessary:

(1) to disclose the intention of the LP's client to commit a crime and the information necessary to prevent the crime;

(2) to prevent reasonably certain death or substantial bodily harm;

(3) to secure legal advice about the LP's compliance with these Rules;

(4) to establish a claim or defense on behalf of the LP in a controversy between the LP and the client, to establish a defense to a criminal charge or civil claim against the LP based upon conduct in which the client was involved, or to respond to allegations in any proceeding concerning the LP's representation of the client;

(5) to comply with other law, court order, or as permitted by these Rules; or

(6) in connection with the sale of an LP practice under Rule 1.17 or to detect and resolve conflicts of interest arising from the LP's change of employment or from changes in the composition or ownership of a firm. In those circumstances, an LP may disclose with respect to each affected client the client's identity, the identities of any adverse parties, the nature and extent of the legal services involved, and fee and payment information, but only if the information revealed would not compromise the LP-client privilege or otherwise prejudice any of the clients. The lawyer or LP or lawyers or LPs receiving the information shall have the same responsibilities as the disclosing LP to preserve the information regardless of the outcome of the contemplated transaction.

(7) to comply with the terms of a diversion agreement, probation, conditional reinstatement or conditional admission pursuant to BR 2.10, BR 6.2, BR 8.7 or Rule for Admission Rule 6.15. A lawyer or LP serving as a monitor of an LP on diversion, probation, conditional reinstatement or conditional admission shall have the same responsibilities as the monitored LP to preserve information relating to the representation of the monitored LP's clients, except to the extent reasonably necessary to carry out the monitoring lawyer's responsibilities under the terms of the diversion, probation, conditional reinstatement or conditional admission and in any proceeding relating thereto.

(c) An LP shall make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to the representation of a client.

Defined Terms (see Rule 1.0):

"Believes"
"Firm"
"Information relating to the representation of a client"
"Informed Consent"
"Reasonable"
"Reasonably"
"Substantial"

RULE 1.7 CONFLICT OF INTEREST: CURRENT CLIENTS

(a) Except as provided in paragraph (b), an LP shall not represent a client if the representation involves a current conflict of interest. A current conflict of interest exists if:

(1) the representation of one client will be directly adverse to another client;

(2) there is a significant risk that the representation of one or more clients will be materially limited by the LP's responsibilities to another client, a former client or a third person or by a personal interest of the LP; or

(3) the LP is related to another lawyer or LP, as parent, child, sibling, spouse or domestic partner, in a matter adverse to a person whom the LP knows is represented by the other lawyer or LP in the same matter.

(b) Notwithstanding the existence of a current conflict of interest under paragraph (a), an LP may represent a client if:

(1) the LP reasonably believes that the LP 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 obligate the LP to contend for something on behalf of one client that the LP has a duty to oppose on behalf of another client; and

(4) each affected client gives informed consent, confirmed in writing.

Defined Terms (see Rule 1.0):

"Believes"
"Confirmed in writing"
"Informed consent"
"Knows"
"Matter"
"Reasonably believes"

RULE 1.8 CONFLICT OF INTEREST: CURRENT CLIENTS: SPECIFIC RULES

(a) An LP shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:

(1) the transaction and terms on which the LP acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;

(2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and

(3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the LP's role in the transaction, including whether the LP is representing the client in the transaction.

(b) An LP shall not use information relating to representation of a client to the disadvantage of the client unless the client gives informed consent, confirmed in writing, except as permitted or required under these Rules.

(c) An LP shall not solicit any substantial gift from a client, including a testamentary gift, or prepare on behalf of a client an instrument giving the LP or a person related to the LP any substantial gift, unless the LP or other recipient of the gift is related to the client. For purposes of this paragraph, related persons include a spouse, domestic partner, child, grandchild, parent, grandparent, or other relative or individual with whom the LP or the client maintains a close familial relationship.

(d) Prior to the conclusion of representation of a client, an LP shall not make or negotiate an agreement giving the LP literary or media rights to a portrayal or account based in substantial part on information relating to the representation.

(e) An LP shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that:

(1) [Reserved]

(2) an LP representing an indigent client may pay court costs and expenses of litigation on behalf of the client; and

(3) a LP representing an indigent client pro bono, an LP representing an indigent client through a nonprofit legal services or public interest organization, or through a law school clinical or pro bono program, may provide modest gifts to the client for food, rent, transportation, medicine, and other basic living expenses. The LP:

(i) may not promise, assure, or imply the availability of such gifts prior to retention or as an inducement to continue the client-LP relationship after retention;

(ii) may not seek or accept reimbursement from the client, a relative of the client or anyone affiliated with the client; and

(iii) may not publicize or advertise a willingness to provide such gifts to prospective clients.

Financial assistance under this Rule may be provided even if the representation is eligible for fees under a fee-shifting statute.

(f) An LP shall not accept compensation for representing a client from one other than the client unless:

(1) the client gives informed consent;

(2) there is no interference with the LP's independence of professional judgment or with the client-LP relationship; and

(3) information related to the representation of a client is protected as required by Rule 1.6.

(g) An LP who represents two or more clients shall not participate in making an aggregate settlement of the claims of or against the clients, unless each client gives informed consent, in a writing signed by the client. The LP's disclosure shall include the existence and nature of all the claims involved and of the participation of each person in the settlement.

(h) An LP shall not:

(1) make an agreement prospectively limiting the LP's liability to a client for malpractice unless the client is independently represented in making the agreement;

(2) settle a claim or potential claim for such liability with an unrepresented client or former client unless that person is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel in connection therewith;

(3) enter into any agreement with a client regarding arbitration of malpractice claims without informed consent, in a writing signed by the client; or

(4) enter into an agreement with a client or former client limiting or purporting to limit the right of the client or former client to file or to pursue any complaint before the Oregon State Bar.

(i) An LP shall not acquire a proprietary interest in the cause of action or subject matter of litigation the LP is conducting for a client, except that the LP may:

(1) acquire a lien authorized by law to secure the LP's fee or expenses.

(2) [Reserved]

(j) An LP shall not have sexual relations with a current client of the LP unless a consensual sexual relationship existed between them before the client-LP relationship commenced; or have sexual relations with a representative of a current client of the LP if the sexual relations would, or would likely, damage or prejudice the client in the representation. For purposes of this rule:

(1) "sexual relations" means sexual intercourse or any touching of the sexual or other intimate parts of a person or causing such person to touch the sexual or other intimate parts of the LP for the purpose of arousing or gratifying the sexual desire of either party; and

(2) "LP" means any LP who assists in the representation of the client, but does not include other firm members who provide no such assistance.

(k) While LPs are associated in a firm, a prohibition in the foregoing paragraphs (a) through (i) that applies to any one of them shall apply to all of them.

Amended 01/01/24: Paragraph (e)(3) added.

Defined Terms (see Rule 1.0):

"Confirmed in writing"
"Information relating to the representation of a client"
"Informed consent"
"Firm"
"Knowingly"
"Matter"
"Reasonable"
"Reasonably"
"Substantial"
"Writing"

RULE 1.9 DUTIES TO FORMER CLIENTS

(a) An LP who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless each affected client gives informed consent, confirmed in writing.

(b) An LP shall not knowingly represent a person in the same or a substantially related matter in which a firm with which the LP formerly was associated had previously represented a client:

(1) whose interests are materially adverse to that person; and

(2) about whom the LP had acquired information protected by Rules 1.6 and 1.9(c) that is material to the matter, unless each affected client gives informed consent, confirmed in writing.

(c) An LP who has formerly represented a client in a matter or whose present or former firm has formerly represented a client in a matter shall not thereafter:

(1) use information relating to the representation to the disadvantage of the former client except as these Rules would permit or require with respect to a client, or when the information has become generally known; or

(2) reveal information relating to the representation except as these Rules would permit or require with respect to a client.

(d) For purposes of this rule, matters are "substantially related" if (1) the LP's representation of the current client will injure or damage the former client in connection with

the same transaction or legal dispute in which the LP previously represented the former client; or (2) there is a substantial risk that confidential factual information as would normally have been obtained in the prior representation of the former client would materially advance the current client's position in the subsequent matter.

Defined Terms (see Rule 1.0):

"Confirmed in writing"
"Informed consent"
"Firm"
"Knowingly"
"Known"
"Matter"
"Reasonable"
"Substantial"

RULE 1.10 IMPUTATION OF CONFLICTS OF INTEREST; SCREENING

(a) While LPs or lawyers are associated in a firm, none of them shall knowingly represent a client when any one of them practicing alone would be prohibited from doing so by Rules 1.7, 1.9, or the equivalent Lawyer Rules, unless the prohibition is based on a personal interest of the prohibited LP or lawyer, or on Rule 1.7(a)(3) or the equivalent Lawyer Rule, and does not present a significant risk of materially limiting the representation of the client by the remaining LPs or lawyers in the firm.

(b) When an LP has terminated an association with a firm, the firm is not prohibited from thereafter representing a person with interests materially adverse to those of a client represented by the formerly associated LP and not currently represented by the firm, unless:

(1) the matter is the same or substantially related to that in which the formerly associated LP represented the client; and

(2) any LP or lawyer remaining in the firm has information protected by Rules 1.6 and 1.9(c) that is material to the matter.

(c) When an LP becomes associated with a firm, no LP or lawyer associated in the firm shall knowingly represent a person in a matter in which that LP is disqualified under Rule 1.9 or the equivalent Lawyer Rule, unless the personally disqualified LP is promptly screened from any form of participation or representation in the matter and written notice of the screening procedures employed is promptly given to any affected former client.

(d) A disqualification prescribed by this rule may be waived by the affected clients under the conditions stated in Rule 1.7.

(e) The disqualification of LPs associated in a firm with former or current government lawyers or LPs is governed by Rule 1.11.

Amended 01/01/26: Paragraphs (a) and (c) amended.

Defined Terms (see Rule 1.0):

"Firm"
"Know"
"Knowingly"
"Law firm"
"Lawyer Rule"
"Matter"
"Screened"
"Substantial"

RULE 1.11 SPECIAL CONFLICTS OF INTEREST FOR FORMER AND CURRENT GOVERNMENT OFFICERS AND EMPLOYEES

(a) Except as Rule 1.12, Rule 6.5, or law may otherwise expressly permit, an LP who has formerly served as a public officer or employee of the government:

(1) is subject to Rule 1.9(c); and

(2) shall not otherwise represent a client in connection with a matter in which the LP participated personally and substantially as a public officer or employee, unless the appropriate government agency gives its informed consent, confirmed in writing, to the representation.

(b) When an LP is disqualified from representation under paragraph (a) or the equivalent Lawyer Rule, no LP or lawyer in a firm with which that lawyer or LP is associated may knowingly undertake or continue representation in such a matter unless:

(1) the disqualified LP or lawyer is timely screened from any participation in the matter substantially in accordance with the procedures set forth in Rule 1.10(c) or the equivalent Lawyer Rule; and

(2) written notice is promptly given to the appropriate government agency to enable it to ascertain compliance with the provisions of this rule.

(c) Except as law may otherwise expressly permit, an LP having information that the LP knows is confidential government information about a person acquired when the LP was a public officer or employee, may not represent a private client whose interests are adverse to that person in a matter in which the information could be

used to the material disadvantage of that person. As used in this Rule, the term "confidential government information" means information that has been obtained under governmental authority and which, at the time this Rule is applied, the government is prohibited by law from disclosing to the public or has a legal privilege not to disclose and which is not otherwise available to the public. A firm with which that LP is associated may undertake or continue representation in the matter only if the disqualified LP is timely screened from any participation in the matter substantially in accordance with the procedures set forth in Rule 1.10(c).

(d) Except as law may otherwise expressly permit, an LP currently serving as a public officer or employee:

(1) is subject to Rules 1.7 and 1.9; and

(2) shall not:

(i) use the LP's public position to obtain, or attempt to obtain, special advantage in legislative matters for the LP or for a client.

(ii) use the LP's public position to influence, or attempt to influence, a tribunal to act in favor of the LP or of a client.

(iii) accept anything of value from any person when the LP knows or it is obvious that the offer is for the purpose of influencing the LP's action as a public official.

(iv) either while in office or after leaving office use information the LP knows is confidential government information obtained while a public official to represent a private client.

(v) participate in a matter in which the LP participated personally and substantially while in private practice or nongovernmental employment, unless the LP's former client and the appropriate government agency give informed consent, confirmed in writing; or

(vi) negotiate for private employment with any person who is involved as a party, an LP, or as lawyer for a party in a matter in which the LP is participating personally and substantially, except that an LP serving as a law clerk or staff LP to or otherwise assisting in the official duties of a judge, other adjudicative officer or arbitrator may negotiate for private employment as permitted by Rule 1.12(b) and subject to the conditions stated in Rule 1.12(b).

(e) Notwithstanding any Rule of Professional Conduct, and consistent with the "debate" clause, Article IV, section 9, of the Oregon Constitution, or the "speech or debate" clause, Article I, section 6, of the United States Constitution, an LP-legislator shall not be subject to discipline for words uttered in debate in either house of the Oregon Legislative Assembly or for any speech or debate in either house of the United States Congress.

(f) A member of an LP-legislator's firm shall not be subject to discipline for representing a client in any claim against the State of Oregon provided:

(1) the LP-legislator is screened from participation or representation in the matter in accordance with the procedure set forth in Rule 1.10(c) (the required affidavits shall be served on the Attorney General); and

(2) the LP-legislator shall not directly or indirectly receive a fee for such representation.

Amended 01/01/26: Paragraph (b) amended.

Defined Terms (see Rule 1.0):

"Confirmed in writing"
"Informed consent"
"Firm"
"Knowingly"
"Knows"
"Lawyer Rule"
"Matter"
"Screened"
"Substantial"
"Tribunal"
"Written"

RULE 1.12 FORMER JUDGE, ARBITRATOR, MEDIATOR OR OTHER THIRD-PARTY NEUTRAL

(a) Except as stated in paragraph (d) and Rule 2.4(b), an LP shall not represent anyone in connection with a matter in which the LP participated personally and substantially as a judge or other adjudicative officer or law clerk to such a person or as an arbitrator, mediator or other third-party neutral, unless all parties to the proceeding give informed consent, confirmed in writing.

(b) An LP shall not negotiate for employment with any person who is involved as a party or as lawyer or LP for a party in a matter in which the LP is participating personally and substantially as a judge or other adjudicative officer or as an arbitrator, mediator or other third-party neutral. An LP serving as a law clerk or staff lawyer to or otherwise assisting in the official duties of a judge or other adjudicative officer may negotiate for employment with a party, lawyer or LP involved in a matter in which the clerk is participating personally and

substantially, but only after the LP has notified the judge or other adjudicative officer.

(c) If an LP or lawyer is disqualified by paragraph (a) or the equivalent Lawyer Rule, no lawyer or LP in a firm with which that LP is associated may knowingly undertake or continue representation in the matter unless:

(1) the disqualified LP or lawyer is timely screened from any participation in the matter substantially in accordance with the procedures set forth in Rule 1.10(c) or the equivalent Lawyer Rule; and

(2) written notice is promptly given to the parties and any appropriate tribunal to enable them to ascertain compliance with the provisions of this rule.

(d) An arbitrator selected as a partisan of a party in a multimember arbitration panel is not prohibited from subsequently representing that party.

Amended 01/01/26: Paragraphs (b) and (c) amended.

Defined Terms (see Rule 1.0):

"Confirmed in writing"
"Informed consent"
"Firm"
"Knowingly"
"Lawyer Rule"
"Matter"
"Screened"
"Substantial"
"Tribunal"
"Written"

RULE 1.13 ORGANIZATION AS CLIENT

(a) An LP employed or retained by an organization represents the organization acting through its duly authorized constituents.

(b) If an LP for an organization knows that an officer, employee or other person associated with the organization is engaged in action, intends to act or refuses to act in a matter related to the representation that is a violation of a legal obligation to the organization, or a violation of law which reasonably might be imputed to the organization, and that is likely to result in substantial injury to the organization, then the LP shall proceed as is reasonably necessary in the best interest of the organization. Unless the LP reasonably believes that it is not necessary in the best interest of the organization to do so, the LP shall refer the matter to higher authority in the organization, including, if warranted by the circumstances, referral to the highest authority that can act on behalf of the organization as determined by applicable law.

(c) Except as provided in paragraph (d), if

(1) despite the LP'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, and

(2) the LP reasonably believes that the violation is reasonably certain to result in substantial injury to the organization, then the LP may reveal information relating to the representation whether or not Rule 1.6 permits such disclosure, but only if and to the extent the LP reasonably believes necessary to prevent substantial injury to the organization.

(d) [Reserved]

(e) An LP who reasonably believes that he or she has been discharged because of the LP's actions taken pursuant to paragraphs (b) or (c), or who withdraws under circumstances that require or permit the LP to take action under either of those paragraphs, shall proceed as the LP reasonably believes necessary to assure that the organization's highest authority is informed of the LP's discharge or withdrawal.

(f) In dealing with an organization's directors, officers, employees, members, shareholders or other constituents, an LP shall explain the identity of the client when the LP knows or reasonably should know that the organization's interests are adverse to those of the constituents with whom the LP is dealing.

(g) An LP representing an organization may also represent any of its directors, officers, employees, members, shareholders or other constituents, subject to the provisions of Rule 1.7. If the organization's consent to the dual representation is required by Rule 1.7, the consent may only be given by an appropriate official of the organization other than the individual who is to be represented, or by the shareholders.

Defined Terms (see Rule 1.0):

"Believes"
"Information relating to the representation"
"Knows"
"Matter"
"Reasonable"
"Reasonably"
"Reasonably believes"
"Reasonably should know"

"Substantial"

RULE 1.14 CLIENT WITH DIMINISHED CAPACITY

(a) When a client's capacity to make adequately considered decisions in connection with a representation is diminished, whether because of minority, mental impairment or for some other reason, the LP shall, as far as reasonably possible, maintain a normal client-LP relationship with the client.

(b) When the LP reasonably believes that the client has diminished capacity, is at risk of substantial physical, financial or other harm unless action is taken and cannot adequately act in the client's own interest, the LP may take reasonably necessary protective action within the LP's scope of practice, and may consult with individuals or entities that have the ability to take action to protect the client and, in appropriate cases, seek the appointment of a guardian ad litem.

(c) Information relating to the representation of a client with diminished capacity is protected by Rule 1.6. When taking protective action pursuant to paragraph (b), the LP is impliedly authorized under Rule 1.6(a) to reveal information about the client, but only to the extent reasonably necessary to protect the client's interests.

Defined Terms (see Rule 1.0):

"Believes"
"Information relating to the representation of a client"
"Reasonably"
"Reasonably believes"
"Substantial"
"Scope of practice"

RULE 1.15-1 SAFEKEEPING PROPERTY

(a) An LP shall hold property of clients or third persons that is in an LP's possession separate from the LP's own property. Funds, including advances for costs and expenses and escrow and other funds held for another, shall be kept in a separate "Lawyer Trust Account" maintained in the jurisdiction where the LP's office is situated. Each lawyer trust account shall be an interest bearing account in a financial institution selected by the LP or law firm in the exercise of reasonable care. Lawyer trust accounts shall conform to the rules in the jurisdictions in which the accounts are maintained. Other property shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be kept by the LP and shall be preserved for a period of five years after termination of the representation.

(b) An LP may deposit the LP's own funds in a lawyer trust account for the sole purposes of paying bank service charges or meeting minimum balance requirements on that account, but only in amounts necessary for those purposes.

(c) An LP shall deposit into a lawyer trust account legal fees and expenses that have been paid in advance, to be withdrawn by the LP only as fees are earned or expenses incurred, unless the fee complies with Rule 1.5(c)(4).

(d) Upon receiving funds or other property in which a client or third person has an interest, an LP shall promptly notify the client or third person. Except as stated in this rule or otherwise permitted by law or by agreement with the client, an LP shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property.

(e) When in the course of representation an LP is in possession of property in which two or more persons (one of whom may be the LP) claim interests, the property shall be kept separate by the LP until the dispute is resolved. The LP shall promptly distribute all portions of the property as to which the interests are not in dispute.

(f) (f) Every LP who receives notification from a financial institution that any instrument presented against his or her lawyer trust account was presented against insufficient funds, whether or not the instrument was honored, shall promptly notify Disciplinary Counsel in writing. The LP shall include a full explanation of the cause of the overdraft.

Amended 04/01/25: Paragraph (f) added.
Amended 01/01/26: Paragraph (c) amended.

Defined Terms (see Rule 1.0):

"Law firm"
"Reasonable"

RULE 1.15-2 [RESERVED]

Repealed 04/01/25: The Rule has been replaced by Rule of Licensure Title 6.

RULE 1.16 DECLINING OR TERMINATING REPRESENTATION

(a) An LP shall reasonably inquire into and assess the facts and circumstances of each representation to determine

whether the LP may accept or continue the representation. Except as stated in paragraph (c), an LP shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

(1) the representation will result in violation of these Rules of Professional Conduct or other law;

(2) the LP's physical or mental condition materially impairs the LP's ability to represent the client; or

(3) the LP is discharged;

(4) the client or prospective client seeks to use or persists in using the LP's services to commit or further a crime or fraud, despite the LP's discussion pursuant to Rule 1.2(c) regarding the limitations on the LP assisting with the proposed conduct; or

(5) the continued representation will exceed the scope of practice of the LP's license.

(b) Except as stated in paragraph (c), an LP may withdraw from representing a client if:

(1) withdrawal can be accomplished without material adverse effect on the interests of the client;

(2) the client persists in a course of action involving the LP's services that the LP reasonably believes is criminal or fraudulent;

(3) the client has used the LP's services to perpetrate a crime or fraud;

(4) the client insists upon taking action that the LP considers repugnant or with which the LP has a fundamental disagreement;

(5) the client fails substantially to fulfill an obligation to the LP regarding the LP's services and has been given reasonable warning that the LP will withdraw unless the obligation is fulfilled;

(6) the representation will result in an unreasonable financial burden on the LP or has been rendered unreasonably difficult by the client; or

(7) other good cause for withdrawal exists.

(c) An LP must comply with applicable law requiring notice to or permission of a tribunal when terminating a representation. When ordered to do so by a tribunal, an LP shall continue representation notwithstanding good cause for terminating the representation.

(d) Upon termination of representation, an LP shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other representation, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. The LP may retain papers, personal property and money of the client to the extent permitted by other law.

Amended 04/01/25: Paragraph (a) amended, new paragraph (a)(4) added, former paragraph (a)(4) renumbered to (a)(5).

Defined Terms (see Rule 1.0):

"Believes"
"Fraud"
"Fraudulent"
"Reasonable"
"Reasonably"
"Reasonably believes"
"Scope of practice"
"Substantial"
"Tribunal"

RULE 1.17 SALE OF LAW PRACTICE

(a) A lawyer, LP or LP firm may sell or purchase all or part of an LP practice, including goodwill, in accordance with this rule, or the equivalent Lawyer Rule.

(b) The selling LP, or the selling LP's legal representative, in the case of a deceased or disabled LP, shall provide written notice of the proposed sale to each current client whose legal work is subject to transfer, by certified mail, return receipt requested, to the client's last known address. The notice shall include the following information:

(1) that a sale is proposed;

(2) the identity of the purchasing lawyer or law firm or LP or LP firm, including the office address(es), and a brief description of the size and nature of the purchasing lawyer's or law firm's or LP's or LP firm's practice;

(3) that the client may object to the transfer of its legal work, may take possession of any client files and property, and may retain counsel other than the purchasing lawyer or law firm or purchasing LP or LP firm;

(4) that the client's legal work will be transferred to the purchasing lawyer or law firm or LP or LP firm, who will then take over the representation and act on the client's behalf, if the client does not object to

the transfer within forty-five (45) days after the date the notice was mailed; and

(5) whether the selling LP will withdraw from the representation not less than forty-five (45) days after the date the notice was mailed, whether or not the client consents to the transfer of its legal work.

(c) The notice may describe the purchasing lawyer or law firm's or LP's or LP firm's qualifications, including the selling LP's opinion of the purchasing lawyer's or law firm's or LP's or LP firm's suitability and competence to assume representation of the client, but only if the selling LP has made a reasonable effort to arrive at an informed opinion.

(d) If certified mail is not effective to give the client notice, the selling LP shall take such steps as may be reasonable under the circumstances to give the client actual notice of the proposed sale and the other information required in subsection (b).

(e) A client's consent to the transfer of its legal work to the purchasing LP or LP's firm or lawyer or law firm will be presumed if no objection is received within forty-five (45) days after the date the notice was mailed.

(f) If substitution of counsel is required by the rules of a tribunal in which a matter is pending, the selling LP shall assure that substitution of counsel is made.

(g) The fees charged clients shall not be increased by reason of the sale except upon agreement of the client.

(h) The sale of an LP practice may be conditioned on the selling LP ceasing to engage in the private practice of law or some particular area of practice for a reasonable period within the geographic area in which the practice has been conducted.

Amended 01/01/26: Paragraphs (a), (c), and (h) amended.

Defined Terms (see Rule 1.0):

"Known"
"Law firm"
"Lawyer Rule"
"Matter"
"Reasonable"
"Tribunal"
"Written"

RULE 1.18 DUTIES TO PROSPECTIVE CLIENT

(a) A person who consults with an LP about the possibility of forming a client-LP relationship with respect to a matter is a prospective client.

(b) Even when no client-LP relationship ensues, an LP who has learned information from a prospective client shall not use or reveal that information, except as Rule 1.9 would permit with respect to information of a former client.

(c) An LP subject to paragraph (b) shall not represent a client with interests materially adverse to those of a prospective client in the same or a substantially related matter if the LP received information from the prospective client that could be significantly harmful to that person in the matter, except as provided in paragraph (d). If an LP is disqualified from representation under this paragraph, no LP or lawyer in a firm with which that LP is associated may knowingly undertake or continue representation in such a matter, except as provided in paragraph (d).

(d) When the LP has received disqualifying information as defined in paragraph (c), representation is permissible if:

(1) both the affected client and the prospective client have given informed consent, confirmed in writing, or:

(2) the LP who received the information took reasonable measures to avoid exposure to more disqualifying information than was reasonably necessary to determine whether to represent the prospective client; and

(i) the disqualified LP is timely screened from any participation in the matter; and

(ii) written notice is promptly given to the prospective client.

Defined Terms (see Rule 1.0):

"Confirmed in writing"
"Informed consent"
"Firm"
"Knowingly"
"Matter"
"Screened"
"Substantial"
"Written"

COUNSELOR

RULE 2.1 ADVISOR

In representing a client, an LP shall exercise independent professional judgment and render candid advice. In rendering advice, an LP may refer not only to law but to other considerations such as moral, economic, social and political factors, that may be relevant to the client's situation.

RULE 2.2 [RESERVED]

RULE 2.3 EVALUATION FOR USE BY THIRD PERSONS

(a) An LP may provide an evaluation of a matter affecting a client for the use of someone other than the client if the LP reasonably believes that making the evaluation is compatible with other aspects of the LP's relationship with the client.

(b) When the LP knows or reasonably should know that the evaluation is likely to affect the client's interests materially and adversely, the LP shall not provide the evaluation unless the client gives informed consent.

(c) Except as disclosure is authorized in connection with a report of an evaluation, information relating to the evaluation is otherwise protected by Rule 1.6.

Defined Terms (see Rule 1.0):

"Believes"
"Informed consent"
"Knows"
"Matter"
"Reasonably believes"
"Reasonably should know"

RULE 2.4 LP SERVING AS MEDIATOR

(a) An LP serving as a mediator:

(1) shall not act as an LP for any party against another party in the matter in mediation or in any related proceeding; and

(2) must clearly inform the parties of and obtain the parties' consent to the LP's role as mediator.

(b) An LP serving as a mediator:

(1) may prepare documents that memorialize and implement the agreement reached in mediation;

(2) shall recommend that each party seek independent legal advice before executing the documents; and

(3) with the consent of all parties, may record or may file the documents in court.

(c) The requirements of Rule 2.4(a)(2) and (b)(2) shall not apply to mediation programs established by operation of law or court order.

Defined Terms (see Rule 1.0):

"Matter"

ADVOCATE

RULE 3.1 MERITORIOUS CLAIMS AND CONTENTIONS

In representing a client or the LP's own interests, an LP shall not knowingly bring or defend a proceeding, assert a position therein, delay a trial or take other action on behalf of a client, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law, except that an LP that is the subject of a proceeding that could result in LP's incarceration may, nevertheless so defend the proceeding as to require that every element of the case be established.

Defined Terms (see Rule 1.0):

"Knowingly"

RULE 3.2 [RESERVED]

RULE 3.3 CANDOR TOWARD THE TRIBUNAL

(a) An LP shall not knowingly:

(1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the LP;

(2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the LP to be directly adverse to the position of the client and not disclosed by opposing counsel or opposing LP;

(3) offer evidence that the LP knows to be false. If an LP, the LP's client, or a witness called by the LP, has offered material evidence and the LP comes to know of its falsity, the LP shall take reasonable remedial measures, including, if permitted, disclosure to the tribunal. An LP may refuse to offer evidence that the LP reasonably believes is false;

(4) conceal or fail to disclose to a tribunal that which the LP is required by law to reveal; or

(5) engage in other illegal conduct or conduct contrary to these Rules.

(b) An LP who represents a client in an adjudicative proceeding and who knows that a person intends to engage, is engaging or has engaged in criminal or fraudulent conduct related to the proceeding shall take reasonable remedial measures, including, if permitted, disclosure to the tribunal.

(c) The duties stated in paragraphs (a) and (b) continue to the conclusion of the proceeding, but in no event require

disclosure of information otherwise protected by Rule 1.6.

(d) In an ex parte proceeding, an LP shall inform the tribunal of all material facts known to the LP that will enable the tribunal to make an informed decision, whether or not the facts are adverse.

Amended 01/01/26: Paragraph (a)(2) amended.

Defined Terms (see Rule 1.0):

"Believes"
"Fraudulent"
"Knowingly"
"Known"
"Knows"
"Matter"
"Reasonable"
"Reasonably believes"
"Tribunal"

RULE 3.4 FAIRNESS TO OPPOSING PARTY AND COUNSEL

An LP shall not:

(a) knowingly and unlawfully obstruct another party's access to evidence or unlawfully alter, destroy or conceal a document or other material having potential evidentiary value. An LP shall not counsel or assist another person to do any such act;

(b) falsify evidence; counsel or assist a witness to testify falsely; offer an inducement to a witness that is prohibited by law; or pay, offer to pay, or acquiesce in payment of compensation to a witness contingent upon the content of the witness's testimony or the outcome of the case; except that an LP may advance, guarantee or acquiesce in the payment of:

(1) expenses reasonably incurred by a witness in attending or testifying;

(2) reasonable compensation to a witness for the witness's loss of time in attending or testifying; or

(3) a reasonable fee for the professional services of an expert witness.

(c) knowingly disobey an obligation under the rules of a tribunal, except for an open refusal based on an assertion that no valid obligation exists;

(d) in pretrial procedure, knowingly make a frivolous discovery request or fail to make reasonably diligent effort to comply with a legally proper discovery request by an opposing party;

(e) in trial, allude to any matter that the LP's does not reasonably believe is relevant or that will not be supported by admissible evidence, assert personal knowledge of facts in issue except when testifying as a witness, or state a personal opinion as to the justness of a cause, the credibility of a witness, or the culpability of a civil litigant;

(f) advise or cause a person to secrete himself or herself or to leave the jurisdiction of a tribunal for purposes of making the person unavailable as a witness therein; or

(g) threaten to present criminal charges to obtain an advantage in a civil matter unless the LP reasonably believes the charge to be true and if the purpose of the LP is to compel or induce the person threatened to take reasonable action to make good the wrong which is the subject of the charge.

Defined Terms (see Rule 1.0):

"Believes"
"Knowingly"
"Matter"
"Reasonable"
"Reasonably"
"Reasonably believes"
"Tribunal"

RULE 3.5 IMPARTIALITY AND DECORUM OF THE TRIBUNAL

An LP shall not:

(a) seek to influence a judge, juror, prospective juror or other official by means prohibited by law;

(b) communicate ex parte on the merits of a cause with such a person during the proceeding unless authorized to do so by law or court order;

(d) engage in conduct intended to disrupt a tribunal.

Defined Terms (see Rule 1.0):

"Known"
"Tribunal"

RULE 3.6 TRIAL PUBLICITY

(a) An LP who is participating or has participated in the investigation or litigation of a matter shall not make an extrajudicial statement that the LP knows or reasonably should know will be disseminated by means of public communication and will have a substantial likelihood of materially prejudicing an adjudicative proceeding in the matter.

(b) Notwithstanding paragraph (a), an LP may state:

(1) the claim, offense or defense involved and, except when prohibited by law, the identity of the persons involved;

(2) information contained in a public record;

(3) that an investigation of a matter is in progress;

(4) the scheduling or result of any step in litigation;

(5) a request for assistance in obtaining evidence and information necessary thereto;

(6) a warning of danger concerning the behavior of a person involved, when there is reason to believe that there exists the likelihood of substantial harm to an individual or to the public interest.

(c) Notwithstanding paragraph (a), an LP may:

(1) reply to charges of misconduct publicly made against the LP; or

(2) participate in the proceedings of legislative, administrative or other investigative bodies.

(d) No LP associated in a firm or government agency with a lawyer or LP subject to paragraph (a) or the equivalent Lawyer Rule shall make a statement prohibited by paragraph (a).

(e) An LP shall exercise reasonable care to prevent the LP's employees from making an extrajudicial statement that the LP would be prohibited from making under this rule.

Amended 01/01/26: Paragraph (d) amended.

Defined Terms (see Rule 1.0):

"Firm"
"Knows"
"Matter"
"Reasonable"
"Reasonably should know"
"Substantial"

RULE 3.7 LP AS WITNESS

If, after undertaking employment in contemplated or pending litigation, an LP learns or it is obvious that the LP or a member of the LP's firm may be called as a witness other than on behalf of the LP's client, the LP may continue the representation until it is apparent that the LP's or firm member's testimony is or may be prejudicial to the LP's client.

Defined Terms (see Rule 1.0):

"Firm"
"Substantial"

RULE 3.8 [RESERVED]

RULE 3.9 ADVOCATE IN NONADJUDICATIVE PROCEEDINGS

An LP representing a client before a legislative body or administrative agency in a nonadjudicative proceeding shall disclose that the appearance is in a representative capacity and shall conform to the provisions of Rule 3.3(a) through (c), 3.4(a) through (c), and 3.5.

TRANSACTIONS WITH PERSONS OTHER THAN CLIENTS

RULE 4.1 TRUTHFULNESS IN STATEMENTS TO OTHERS

In the course of representing a client an LP shall not knowingly:

(a) make a false statement of material fact or law to a third person; or

(b) fail to disclose a material fact when disclosure is necessary to avoid assisting in an illegal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.

Defined Terms (see Rule 1.0):

"Fraudulent"
"Knowingly"

RULE 4.2 COMMUNICATION WITH PERSON REPRESENTED BY COUNSEL

In representing a client or the LP's own interests, an LP shall not communicate or cause another to communicate on the subject of the representation with a person the LP knows to be represented by a lawyer or LP on that subject unless:

(a) the LP has the prior consent of a lawyer or LP representing such other person;

(b) the LP is authorized by law or by court order to do so; or

(c) a written agreement requires a written notice or demand to be sent to such other person, in which case a copy of such notice or demand shall also be sent to such other person's lawyer or LP.

Defined Terms (see Rule 1.0):

"Knows"
"Written"

RULE 4.3 DEALING WITH UNREPRESENTED PERSONS

In dealing on behalf of a client or the LP's own interests with a person who is not represented by counsel or an LP, an LP shall not state or imply that the LP is disinterested. When the LP knows or reasonably should know that the unrepresented person misunderstands the LP's role in the matter, the LP shall make reasonable efforts to correct the misunderstanding. The LP shall not give legal advice to an unrepresented person, other than the advice to secure counsel, if the LP knows or reasonably should know that the interests of such a person are or have a reasonable possibility of being in conflict with the interests of the client or the LP's own interests.

Amended 01/01/26.

Defined Terms (see Rule 1.0):

"Knows"
"Matter"
"Reasonable"
"Reasonably should know"

RULE 4.4 RESPECT FOR THE RIGHTS OF THIRD PERSONS; INADVERTENTLY SENT DOCUMENTS

(a) In representing a client or the LP's own interests, an LP shall not use means that have no substantial purpose other than to embarrass, delay, harass or burden a third person, or knowingly use methods of obtaining evidence that violate the legal rights of such a person.

(b) An LP who receives a document or electronically stored information relating to the representation of the LP's client and knows or reasonably should know that the document or electronically stored information was inadvertently sent shall promptly notify the sender.

Defined Terms (see Rule 1.0):

"Knowingly"
"Knows"
"Reasonably should know"
"Substantial"

FIRMS AND ASSOCIATIONS

RULE 5.1 RESPONSIBILITIES OF MANAGERS AND SUPERVISORY LPS

An LP shall be responsible for another LP's violation of these Rules of Professional Conduct if:

(a) the LP orders or, with knowledge of the specific conduct, ratifies the conduct involved; or

(b) the LP has managerial authority in the LP firm in which the other LP practices, or has direct supervisory authority over the other LP, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

Defined Terms (see Rule 1.0):

"Knowledge"
"Knows"
"Law Firm"
"Partner"
"Reasonable"

RULE 5.2 RESPONSIBILITIES OF A SUBORDINATE LP

(a) An LP is bound by these Rules of Professional Conduct for notwithstanding that the LP acted at the direction of another person.

(b) A subordinate LP does not violate these Rules of Professional Conduct if that LP acts in accordance with a supervisory lawyer's or LP's reasonable resolution of an arguable question of professional duty.

Defined Terms (see Rule 1.0):

"Reasonable"

RULE 5.3 RESPONSIBILITIES REGARDING NON-LP ASSISTANCE

With respect to a non-LP employed or retained, supervised or directed by an LP:

(a) an LP having direct supervisory authority over the non-LP shall make reasonable efforts to ensure that the person's conduct is compatible with the professional obligations of the LP; and

(b) except as provided by Rule 8.4(b), an LP shall be responsible for conduct of such a person that would be a violation of these Rules of Professional Conduct if engaged in by an LP if:

(1) the LP orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or

(2) the LP has direct supervisory authority over the person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

Defined Terms (see Rule 1.0):

"Knowledge"
"Knows"
"Law firm"

"Partner"
"Reasonable"

RULE 5.4 PROFESSIONAL INDEPENDENCE OF AN LP

(a) An LP or LP firm shall not share legal fees with a nonlawyer or non-LP, except that:

(1) an agreement by an LP with the LP's firm or firm members may provide for the payment of money, over a reasonable period of time after the LP's death, to the LP's estate or to one or more specified persons.

(2) an LP who purchases the practice of a deceased, disabled, or disappeared LP may, pursuant to the provisions of Rule 1.17, pay to the estate or other representative of that LP the agreed-upon purchase price.

(3) an LP or LP firm may include nonlawyer or non-LP employees in a compensation or retirement plan, even though the plan is based in whole or in part on a profit-sharing arrangement.

(4) an LP may share legal fees awarded by a tribunal with a nonprofit organization that employed, retained or recommended employment of the LP in the matter; and

(5) an LP may pay the usual charges of a bar-operated not-for-profit LP referral service, including fees calculated as a percentage of legal fees received by the LP from a referral.

(b) An LP shall not form a partnership with a nonlawyer or non-LP if any of the activities of the partnership consist of the practice of law.

(c) An LP shall not permit a person who recommends, employs, or pays the LP to render legal services for another to direct or regulate the LP's professional judgment in rendering such legal services.

(d) An LP shall not practice with or in the form of a professional corporation or association authorized to practice law for a profit, if:

(1) a nonlawyer other than an LP owns any interest therein, except that a fiduciary representative of the estate of an LP or lawyer may hold the stock or interest of the LP or lawyer for a reasonable time during administration;

(2) a nonlawyer other than an LP is a corporate director or officer thereof or occupies the position of similar responsibility in any form of association other than a corporation, except as authorized by law; or

(3) a nonlawyer other than an LP has the right to direct or control the professional judgment of an LP.

(e) An LP shall not refer a client to a nonlawyer other than another LP with the understanding that the LP will receive a fee, commission or anything of value in exchange for the referral, but an LP may accept gifts in the ordinary course of social or business hospitality.

Defined Terms (see Rule 1.0):

"Firm"
"Law firm"
"Matter"
"Partner"
"Reasonable"

RULE 5.5 UNAUTHORIZED PRACTICE OF LAW; MULTIJURISDICTIONAL PRACTICE

(a) An LP shall not practice law outside the scope of practice of their limited license or assist another in doing so, or practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.

(b) An LP who is not admitted to practice in this jurisdiction shall not:

(1) except as authorized by these Rules or other law, establish an office or other systematic and continuous presence in this jurisdiction for the practice of law; or

(2) hold out to the public or otherwise represent that the LP is admitted to practice law in this jurisdiction.

Defined Terms (see Rule 1.0):

"Matter"
"Reasonably"
"Scope of practice"
"Tribunal"

RULE 5.6 RESTRICTIONS ON RIGHT TO PRACTICE

An LP shall not participate in offering or making:

(a) a partnership, shareholders, operating, employment, or other similar type of agreement that restricts the right of an LP to practice after termination of the relationship, except an agreement concerning benefits upon retirement; or

(b) an agreement in which a direct or indirect restriction on the LP's right to practice is part of the settlement of a client controversy.

RULE 5.7 [RESERVED]

RULE 5.8 BUSINESS STRUCTURES INVOLVING LP AND LAWYER OWNERSHIP

(a) Notwithstanding the provisions of Rule 5.4, an LP may

(1) share fees with a lawyer who is in the same firm as the LP;

(2) form a partnership with a lawyer where the activities of the partnership consist of the practice of law; or

(3) practice with a firm or other business structure in which an LP owns an interest or serves as a corporate director or officer.

(b) A lawyer and LP may practice in a jointly owned firm or other business structure under subsection (a) of this Rule only if

(1) LPs do not direct or regulate any lawyer's professional judgment in rendering legal services;

(2) LPs have no direct supervisory authority over any lawyer;

(3) LPs do not possess a majority ownership interest or exercise controlling managerial authority in the firm; and

(4) lawyers with managerial authority in the firm expressly undertake responsibility for the conduct of LP partners or owners to the same extent they are responsible for the conduct of lawyers in the firm under Lawyer Rule 5.1.

Adopted 02/01/26.

Defined Terms (see Rule 1.0):

"Firm"
"Partner"
"LP"
"Lawyer Rule"

PUBLIC SERVICE

RULE 6.1 [RESERVED]

RULE 6.2 [RESERVED]

RULE 6.3 MEMBERSHIP IN LEGAL SERVICES ORGANIZATION

An LP may serve as a director, officer or member of a legal services organization, apart from the firm in which the LP practices, notwithstanding that the organization serves persons having interests adverse to a client of the LP. The LP shall not knowingly participate in a decision or action of the organization:

(a) if participating in the decision or action would be incompatible with the LP's obligations to a client under Rule 1.7; or

(b) where the decision or action could have a material adverse effect on the representation of a client of the organization whose interests are adverse to a client of the LP.

Defined Terms (see Rule 1.0):

"Knowingly"
"Law firm"

RULE 6.4 LAW REFORM ACTIVITIES AFFECTING CLIENT INTERESTS

An LP may serve as a director, officer or member of an organization involved in reform of the law or its administration, notwithstanding that the reform may affect the interest of a client of the LP. When the LP knows that the interest of a client may be materially benefited by a decision in which the LP participates, the LP shall disclose that fact but need not identify the client.

Defined Terms (see Rule 1.0):

"Knows"

RULE 6.5 NONPROFIT AND COURT-ANNEXED LIMITED LEGAL SERVICES PROGRAMS

(a) An LP who, under the auspices of a program sponsored by a nonprofit organization or court, provides short-term limited legal services to a client without expectation by either the LP or the client that the LP will provide continuing representation in the matter:

(1) is subject to Rules 1.7 and 1.9(a) only if the LP knows that the representation of the client involves a conflict of interest; and

(2) is subject to Rule 1.10 only if the LP knows that another LP or lawyer associated with the LP in an LP or law firm is disqualified by Rules 1.7, 1.9(a), or the equivalent Lawyer Rules with respect to the matter.

(b) Except as provided in paragraph (a)(2), Rule 1.10 is inapplicable to a representation governed by this Rule.

Amended 01/01/26: Paragraph (a)(1) and (a)(2) amended.

Defined Terms (see Rule 1.0):

"Knows"
"Law firm"
"Lawyer Rule"
"Matter"

INFORMATION ABOUT LEGAL SERVICES

RULE 7.1 COMMUNICATION CONCERNING AN LP'S SERVICES

An LP shall not make a false or misleading communication about the LP or the LP's services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading.

RULE 7.2 ADVERTISING

(a) Subject to the requirements of Rules 7.1 and 7.3, an LP may advertise services through written, recorded or electronic communication, including public media.

(b) An LP shall not give anything of value to a person for recommending the LP's services except that an LP may:

(1) pay the reasonable costs of advertisements or communications permitted by this Rule;

(2) pay the usual charges of a legal service plan or an LP referral service;

(3) pay for an LP practice in accordance with Rule 1.17; and

(4) give nominal gifts as an expression of appreciation that are neither intended nor reasonably expected to be a form of compensation for recommending an LP's services.

(c) Any communication made pursuant to this rule shall include the name and contact information of at least one LP or lawyer or LP firm or law firm responsible for its content.

Defined Terms (see Rule 1.0):

"Law firm"

RULE 7.3 SOLICITATION OF CLIENTS

An LP shall not solicit professional employment by any means when:

(a) the LP knows or reasonably should know that the physical, emotional or mental state of the subject of the solicitation is such that the person could not exercise reasonable judgment in employing an LP;

(b) the person who is the subject of the solicitation has made known to the LP a desire not to be solicited by the LP; or

(c) the solicitation involves coercion, duress or harassment.

Defined Terms (see Rule 1.0):

"Electronic communication"
"Known"
"Knows"
"Matter"
"Reasonable"
"Reasonably should know"
"Written"

RULE 7.4 [RESERVED]

RULE 7.5 FIRM NAMES AND LETTERHEADS

(a) An LP shall not use an LP firm name, letterhead or other professional designation that violates Rule 7.1, including, but not limited to, stating, suggesting, or implying that the LP or LP firm is authorized to provide legal services outside of the LP's or LP firm's limited scope of practice. A trade name may be used by an LP 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.

(b) An LP firm with offices in more than one jurisdiction may use the same name or other professional designation in each jurisdiction, but identification of the LPs in an office of the firm shall indicate the jurisdictional limitations on those not licensed to practice in the jurisdiction where the office is located.

(c) The name of an LP holding a public office shall not be used in the name of an LP firm, or in communications on its behalf, during any substantial period in which the LP is not actively and regularly practicing with the firm.

(d) LPs may state or imply that they practice in a partnership or other organization only when that is a fact.

(e) [Reserved]

Defined Terms (see Rule 1.0):

"Firm"
"Law firm"
"Partner"
"Scope of practice"
"Substantial"

RULE 7.6 [RESERVED]

MAINTAINING THE INTEGRITY OF THE PROFESSION

RULE 8.1 BAR ADMISSION AND DISCIPLINARY MATTERS

(a) An applicant for licensure as an LP, or an LP in connection with an LP licensure application or in connection with a disciplinary matter, shall not:

(1) knowingly make a false statement of material fact; or

(2) fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter, or knowingly fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this rule does not require disclosure of information otherwise protected by Rule 1.6.

(b) An LP admitted to practice in this state shall, within 30 days after receiving notice thereof, report in writing to the disciplinary counsel of the Oregon State Bar the commencement against the LP of any disciplinary proceeding in any other jurisdiction.

(c) An LP who is the subject of a complaint or referral to the State Lawyers Assistance Committee shall, subject to the exercise of any applicable right or privilege, cooperate with the committee and its designees, including:

(1) responding to the initial inquiry of the committee or its designees;

(2) furnishing any documents in the LP's possession relating to the matter under investigation by the committee or its designees;

(3) participating in interviews with the committee or its designees; and

(4) participating in and complying with a remedial program established by the committee or its designees.

Defined Terms (see Rule 1.0):

"Knowingly"
"Known"
"Matter"
"Writing"

RULE 8.2 JUDICIAL AND LEGAL OFFICIALS

(a) An LP shall not make a statement that the LP knows to be false or with reckless disregard to its truth or falsity concerning the qualifications or integrity of a judge or adjudicatory officer, or of a candidate for election or appointment to a judicial or other adjudicatory office.

(b) An LP who is a candidate for judicial office shall comply with the applicable provisions of the Code of Judicial Conduct.

Defined Terms (see Rule 1.0):

"Knows"

RULE 8.3 REPORTING PROFESSIONAL MISCONDUCT

(a) An LP who knows that another LP or lawyer has committed a violation of these Rules or the Rules of Professional Conduct for lawyers that raises a substantial question as to that LP's or lawyer's honesty, trustworthiness or fitness as an LP or lawyer in other respects shall inform the Oregon State Bar Client Assistance Office.

(b) An LP who knows that a judge has committed a violation of applicable rules of judicial conduct that raises a substantial question as to the judge's fitness for office shall inform the appropriate authority.

(c) This rule does not require disclosure of information otherwise protected by Rule 1.6 or ORS 9.460(3), or apply to LPs who obtain such knowledge or evidence while:

(1) acting as a member, investigator, agent, employee or as a designee of the State Lawyers Assistance Committee;

(2) acting as a board member, employee, investigator, agent or LP for or on behalf of the Professional Liability Fund or as a Board of Governors liaison to the Professional Liability Fund; or

(3) participating in the loss prevention programs of the Professional Liability Fund, including the Oregon Attorney Assistance Program; or

(4) acting as an employee, agent, or designee of the Office of Ombudsman within the Oregon Judicial Department.

(d) This rule does not require disclosure of mediation communications otherwise protected by ORS 36.220.

Defined Terms (see Rule 1.0):

"Knows"
"Substantial"

Amended 09/03/26: Paragraph (c)(4) added to not require disclosure of information for employees, agents, or designees of the Office of the Ombudsman.

RULE 8.4 MISCONDUCT

(a) It is professional misconduct for an LP to:

(1) violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

(2) commit a criminal act that reflects adversely on the LP's honesty, trustworthiness or fitness as an LP in other respects;

(3) engage in conduct involving dishonesty, fraud, deceit or misrepresentation that reflects adversely on the LP's fitness to practice law;

(4) engage in conduct that is prejudicial to the administration of justice; or

(5) state or imply an ability to influence improperly a government agency or official or to achieve results by means that violate these Rules or other law, or

(6) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law.

(7) in the practice of law, knowingly intimidate or harass a person because of that person's race, color, national origin, ethnicity, religion, age, sex, gender identity, gender expression, sexual orientation, marital status, or disability.

(b) Notwithstanding paragraphs (a)(1), (3) and (4) and Rule 3.3(a)(1), it shall not be professional misconduct for an LP to advise, within their scope of practice, clients or others about, or to supervise lawful covert activity, in the investigation of violations of civil or criminal law or constitutional rights, provided the LP's conduct is otherwise in compliance with these Rules of Professional Conduct. "Covert activity," as used in this rule, means an effort to obtain information on unlawful activity through the use of misrepresentations or other subterfuge. "Covert activity" may be commenced by an LP or involve an LP as an advisor or supervisor only when the LP in good faith believes there is a reasonable possibility that unlawful activity has taken place, is taking place or will take place in the foreseeable future.

(c) Notwithstanding paragraph (a)(7), an LP shall not be prohibited from engaging in legitimate advocacy with respect to the bases set forth therein.

Amended 01/01/24: Paragraph (a)(7) amended.

Defined Terms (see Rule 1.0):

"Believes"
"Fraud"
"Knowingly"
"Reasonable"
"Scope of practice"

RULE 8.5 DISCIPLINARY AUTHORITY; CHOICE OF LAW

(a) Disciplinary Authority. An LP admitted to practice in this jurisdiction is subject to the disciplinary authority of this jurisdiction, regardless of where the LP's conduct occurs. An LP not admitted in this jurisdiction is also subject to the disciplinary authority of this jurisdiction if the LP provides or offers to provide any legal services in this jurisdiction. An LP may be subject to the disciplinary authority of both this jurisdiction and another jurisdiction for the same conduct.

(b) Choice of Law. In any exercise of the disciplinary authority of this jurisdiction, the Rules of Professional Conduct to be applied shall be as follows:

(1) for conduct in connection with a matter pending before a tribunal, the rules of the jurisdiction in which the tribunal sits, unless the rules of the tribunal provide otherwise; and

(2) for any other conduct, the rules of the jurisdiction in which the LP's conduct occurred, or, if the predominant effect of the conduct is in a different jurisdiction, the rules of that jurisdiction shall be applied to the conduct. An LP shall not be subject to discipline if the LP's conduct conforms to the rules of a jurisdiction in which the LP reasonably believes the predominant effect of the LP's conduct will occur.

Defined Terms (see Rule 1.0):

"Believes"
"Matter"
"Reasonably believes"
"Tribunal"

RULE 8.6 WRITTEN ADVISORY OPINIONS ON PROFESSIONAL CONDUCT; CONSIDERATION GIVEN IN DISCIPLINARY PROCEEDINGS

(a) The Oregon State Bar Board of Governors may issue formal written advisory opinions on questions under these Rules. The Oregon State Bar Legal Ethics Committee and General Counsel's Office may also issue informal written advisory opinions on questions under these Rules. The General Counsel's Office of the Oregon State Bar shall maintain records of both OSB formal and informal written advisory opinions and copies of each shall be available to the Oregon Supreme Court, Disciplinary Board, State Professional Responsibility Board, and Disciplinary Counsel. The General Counsel's Office may also disseminate the bar's advisory opinions as it deems appropriate to its role in educating LPs about these Rules.

(b) In considering alleged violations of these Rules, the Disciplinary Board and Oregon Supreme Court may consider any LP's good faith effort to comply with an opinion issued under paragraph (a) of this rule as:

(1) a showing of the LP's good faith effort to comply with these Rules; and

(2) a basis for mitigation of any sanction that may be imposed if the LP is found to be in violation of these Rules.

(c) This rule is not intended to, and does not, preclude the Disciplinary Board or the Oregon Supreme Court from considering any other evidence of either good faith or basis for mitigation in a bar disciplinary proceeding.

Defined Terms (see Rule 1.0):

"Written"