

## 1.6 Comparison Chart (May 1, 2012)

<b>Confidentiality of Information- General Provisions</b>	
<b>Georgia Rule 1.6 (as amended Nov 2011)</b>	<b>Model Rule 1.6 (as amended through 2003)</b>
(a) A lawyer shall maintain in confidence all information gained in the professional relationship with a client, including information which the client has requested to be held inviolate or the disclosure of which would be embarrassing or would likely be detrimental to the client	(a) Lawyer shall not reveal information relating to the representation of a client
<b>Exceptions</b>	
<b>Georgia Rule 1.6</b>	<b>Model Rule 1.6</b>
(a) The client gives informed consent	(a) The client gives informed consent
(a) Disclosures that are impliedly authorized in order to carry out the representation	(a) <i>Identical</i>
(a) Disclosures that are <i>required</i> by these Rules or other law	<i>See 1.6 (b)(6) To comply with other law or a court order</i>
(a) Disclosures that are <i>required</i> by order of the Court	<i>See 1.6 (b)(6) To comply with other law or a court order</i>
<b>(b)(1) A lawyer may reveal confidential information which the lawyer reasonably believes necessary:</b>	<b>(b) Lawyer may reveal information relating to the representation of a client to the extent the lawyer reasonably believes is necessary:</b>
<p><b>Harm element:</b></p> <ul style="list-style-type: none"> <li>- (b)(1)(i) To avoid or prevent harm or substantial financial loss to another</li> </ul> <p><b>Causation element:</b></p> <ul style="list-style-type: none"> <li>- as a result of client criminal conduct or third party criminal conduct clearly in violation of the law</li> </ul>	<p><b>Harm element:</b></p> <ul style="list-style-type: none"> <li>(b)(2/3) To prevent , mitigate or rectify ... substantial injury to the financial interests or property of another</li> </ul> <p><b>Causation element:</b></p> <ul style="list-style-type: none"> <li>(b)(2) To prevent ... the client from committing a crime or fraud that is reasonably certain to result in ...</li> <li>(b)(3) ... has resulted from the client's commission of a crime or fraud</li> </ul>
	<ul style="list-style-type: none"> <li>- <b>Additional element</b> and in furtherance of which the client has used or is using the lawyer's services</li> </ul>
<ul style="list-style-type: none"> <li>- (b)(1)(ii) To prevent serious injury or death</li> </ul>	<ul style="list-style-type: none"> <li>- (b)(1) To prevent <i>reasonably certain</i> death or substantial bodily harm</li> </ul>

- (b)(1)(iii) To establish a claim or defense on behalf of the lawyer in a controversy between the lawyer and the client, to establish a defense to a criminal charge or civil claim against the lawyer based upon conduct in which the client was involved, or to respond to allegations in any proceeding concerning the lawyer's representation of the client	- (b)(5) <i>Identical</i>
- (b)(1)(iv) to secure legal advice about the lawyer's compliance with these Rules ( <i>identical</i> ).	- (b)(4) <i>Identical</i>
<i>See 1.6(a) "shall maintain in confidence ... except for disclosures ... required by these Rules or other law, or by order of the Court</i>	- (b)(6) To comply with other law or a court order

#### **Restrictions to disclosure under an exception**

<b>Georgia Rule 1.6</b>	<b>Model Rule 1.6</b>
(b)(2) If the client has acted at the time the lawyer learns of the threat of harm or loss to a victim, use or disclosure is permissible only if the harm or loss has not yet occurred	<i>No comparable provision</i>
(b)(3) Before using or disclosing information, if feasible, the lawyer must make a good faith effort to persuade the client either not to act or, if the client has already acted, to warn the victim.	<i>No comparable provision</i>

#### **Duty to disclose under an exception**

<b>Georgia Rule 1.6</b>	<b>Model Rule 1.6</b>
(c) The lawyer <b>shall</b> reveal information under paragraph (b) as the applicable law requires	<i>No comparable provision</i>

#### **Former Client**

<b>Georgia Rule 1.6</b>	<b>Model Rule 1.6</b>
(d) duty of confidentiality shall continue after the client-lawyer relationship has terminated	<i>See Comment [18] and MR 1.9(c)(2)</i>