

H6Gad oys TQyGg` ` qcV6p6gcoyDl yhi gpd Gd H2Og` yH6Ggcaj l yqch i y5 Vca[C'oyQmjj f l ulGV cpy
hi V Vj l Sl y qj l žyt p l cyGgcp Cqoy p l yQmjk l ul GV cphi V Vj l Sl ys Vd y p l y hqpyg j yGckH cpC]Vurif
TVST]VSTp6Sy p l yV hgi p6cG y g j y cgs V6Sys Tgy p l yQmjk l u. oGV cp6yP i yEg p l yhi gpd G6g cdy

A. Attorney-Client Privilege Under Alaska Rule of Evidence 503

6 p mjk l ul GV cphi V Vj l Sl y6cyl r VH cpD uy q l l y p l Cphi l r l cpoy p l ySgr l n l cpfji yag` l gcl y
qdcSySgr l l b l cphi gD ad oyV l yGaqEhgl cGjRg` yGg` hi]]V6Sy p l yH6G'gcaj l y g j y d i p6cy
Gg` ` qcV6p6gcoEl ps l l cyCcyQmjk l uyCCHyT l i yGV cpy? T6yhi gpd G6gcy6yV hgi p6cpry p l yQmjk l uw
GV cpi l]Q6ycoTVyCCHy6yD SqCE]uygcl y g j y p l y g j H cphi V Vj l Sl oy6yqj y q H6G]yau p ` !% p l
hi V Vj l Sl y6y ECd Hgc y p l y` gi CyVH Cgg j yQmjk` uf yhi V CGufyCCHy6y q p ` l f OGV cpCCHyV6y
Qmjk l uy] cgs y p l Qmjk l V yGg` ` qcV6p6gcy6yhi gpd Gd H2Og` yH6G'gcaj l f j p l yGV cp6y` gi l yV l]uygy
d l [y l S Q yC6p6cG y l d ^uyCCHy6yGcr l uyC] y g j y p l yL Goycl G ad uyP i y p l yQmjk l uygyhi gr VH y p l y
Fl cp6yV V Vj l)

consider defining the scope of the shared counsel's representation of each entity. While a written agreement may not be required, it is advised because it is evidence that the subsidiary gave fully-informed consent to the limitations placed on the representation and agreed to limit its control over assertion of attorney-client privilege over some of its communications with counsel and the parent.¹⁷

B. The Duty of Confidentiality Under the Alaska Rules of Professional Conduct

Another related yet distinct protection of client communications is effectuated through the duty of confidentiality imposed by Rule 1.6 of the Alaska Rules of Professional Conduct. This rule prohibits an attorney from revealing client "confidences" and "secrets" without the client's informed consent, implied authorization, or under a Rule 1.6(b) exception. The Alaska Supreme Court has defined a client "confidence" as any information covered by attorney-client privilege, and a client "secret" as any other information learned by the attorney in the course of representing the client's legal interests that the client has either requested the attorney to keep secret or "it is reasonably foreseeable that disclosure of the information would be embarrassing or detrimental to the client."¹⁸ As you can see, the duty of confidentiality is much broader than the related attorney-client privilege.

The duty of confidentiality is a core concept of legal ethics. As the Alaska Bar Association Ethics Committee put it: *Y* 2 XÀ• µ€ BÉD• µ€ ð s 0

affected. While the answer to this question is highly dependent upon the specific relationship and the claim at issue, a few general principles should be followed. The attorney should discuss the implications of a co-client relationship on the attorney-client privilege, her duty of confidentiality, and potential conflicts analyses.³⁵ Then, the attorney should execute an engagement letter outlining the agreed-upon scope of her representation, using clear and definite statements.³⁶ If, at any time, the attorney senses that the interests of the corporations are beginning to diverge, she must reengage this discussion between the pri/vg
