

## OFFICE SHARING TIPS

If you want to share space with another lawyer, but do not want to be considered a de facto law firm for conflict or vicarious liability purposes, follow these guidelines:

1. Use a written office-sharing agreement. Include the names of the parties, effective date of the agreement, and term of the agreement. Specify each party's contribution toward rent, common office expenses, and secretarial or other staffing costs. Address ownership of furnishings, equipment, research, and educational materials (joint and individual). Require office-share mates to adhere to these guidelines and provide for the timing and manner of termination of the agreement. (You may wish to include specific provisions covering death, incapacity, or automatic termination of a party who is suspended from or loses the privilege to practice law.)

Other optional clauses include:

- Designation of an "office manager" to maintain an office account, collect and disburse funds, purchase common supplies, prepare an annual budget, and generally manage the affairs of the office.
  - Adoption of policies and procedures to ensure the respective lawyers abide by the Oregon Legal Ethics Opinions and Oregon Rules of Professional Conduct.
  - Standards for office décor and appearance.
  - Conditions under which other lawyers may be added to the office-sharing arrangement.
  - Resolution of disputes or disagreements.
2. Make sure your business cards, yellow page advertising, letterhead, and pleading paper are separate from your office-share mate's. List only your name or your own firm's name. The name of your office-share mate should not be on your business card, letterhead, pleading paper, or yellow page ad.
  3. Make sure that all signs (such as those posted on the office door, building directory, and building exterior) present the relationship between you and the other lawyers clearly. For example, if you are a solo practitioner sharing space with a law firm, list your name separately. You can signify this separation by placing a line between the firm's name and yours. Include the phrase "sole practitioner" after your name, if possible.
  4. Respect the confidentiality of information relating to the representation of your respective clients and direct your employees to do so as well.
  5. Keep your respective client files separate. If they must be kept in the same file room, keep the files physically separated and ensure that appropriate limitations on access to files are made clear to and observed by all lawyers and their employees.
  6. If there is a common telephone system, ensure that telephone messages, which contain confidential information or information relating to the representation of a client, are not given to or transmitted by shared employees. Ideally, each attorney should have his or her own telephone line and number.
  7. Mail must not be opened by shared employees.

8. Faxes must not be read by shared employees. Fax cover sheets should be used for outgoing faxes and requested whenever possible from parties that are going to fax confidential information to the shared office fax.
9. Have the receptionist answer the phone in a manner that conveys separation from the other law firm. For example, answering the phone "Law Offices of John Doe" is an effective way of reminding the clients that you are separate from "Smith and Jones," the firm with whom you share space. Using separate phone numbers makes this easy to do and is less confusing than having one phone number that is answered, "Law Offices."
10. If you are going to have your office-share mate help you on a case, get your client's written consent first, just as you would if you were to associate an attorney who did not work at the end of the hallway. If you are going to split fees, follow Rule 1.5(d) of the Oregon Rules of Professional Conduct.
11. Maintain your own conflict-of-interest system. This preserves all of your clients' confidences and secrets and helps establish that you are a separate entity.
12. Maintain your own general and trust accounts.
13. If you share a secretary or other employee who is in possession of the confidences and secrets of both *your clients and the clients of the other lawyers in the office share*, then the simultaneous representation of adverse parties would be prohibited. To avoid this problem, exchange client names with other lawyers in the office share. Advise your client that because of the nature of your office share, there is a need to provide the client's name to the other lawyers so that a proper conflict of interest check can be performed. Your client must give informed consent, which should be confirmed in writing, before you disclose your client's name to other lawyers.
14. If you become "of counsel" to your office-share mate or your office-share mate becomes "of counsel" to you, you will be treated as a single firm for conflict-of-interest purposes. See Arizona Ethics Opinion 16-01, relating to fee-sharing. Lawyers or firms in "of counsel" relationships may also have vicarious liability for one another's negligent or intentional acts under the general rules of agency and partnership.