

Office Sharing: Yours, Mine, and Ours

By JoAnn L. Hathaway

As the world moves cautiously forward in what appears to be the aftermath of the COVID-19 era, many lawyers are reimagining their workplace structures. After being suddenly and unexpectedly forced into remote lawyering, many now realize its benefits and envision a hybrid lawyering approach which would reduce overhead expenses while still maintaining office space to utilize on a part-time basis.

Enter the booming concept of office sharing. While new to some, office sharing is certainly not a novel business model. The benefits of office sharing are many, but it can also be fraught with risks. Here are some insights on the benefits and risks to help you smoothly move forward.

Benefits

Facilities can be costly. Sharing the cost of significant capital outlays for equipment and other amenities can reduce the pressure on an already strained budget. The potential for sharing staff members can help minimize costs for wages, benefits, and more.

An added, non-monetary benefit of office sharing is the ability to gain helpful

information and insights from peers. In a traditional solo practice, attorneys are not as easily afforded the benefit of getting the opinion of a colleague.

If done properly, these benefits can be easily realized. However, do not overlook common office-sharing pitfalls. Identifying and reducing your office-sharing risks will help protect your practice against ethical violations, grievances, and professional liability lawsuits.

Recognizing, minimizing, and managing risks

Self-evaluation

Carefully evaluate your work style, needs, personality, and long-term goals. Are you really a good candidate for office sharing? Are you able to compromise and be flexible with your suitemates? If not, this may not be the best arrangement for you.

The agreement

If you are an office-sharing candidate, insist upon a written agreement and make sure everyone complies with it. Put a system in place to monitor compliance regularly and appoint someone to maintain ownership over the agreement. This helps allevi-

ate the possibility of someone going rogue and creating a liability scenario that goes unnoticed until the damage is done.

Steer clear of adversaries

Target office-sharing partners who are less likely to work on matters of an adversarial nature to others in the arrangement. For example, say you are an attorney who works strictly on defending medical malpractice claims, and an attorney who primarily represents physicians' patients as party plaintiffs is looking for an office-sharing arrangement. Sharing space is not in either of your best interests.

Solo — and only solo

Ensure anything and everything in print lists only your name and your firm name and *not* the names of others with whom you share space. This applies to business cards, advertising, letterhead, and signage. Do not share a website with those sharing an office with you.

Engagement practices

Require everyone involved in the sharing arrangement to use engagement letters or retainer agreements clearly indicating that the

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retained attorney is a solo practitioner and not in partnership with the other attorneys.

Signage

Wherever the names of the attorneys and their respective firm names are posted, also place a sign reading “Not a Partnership.” Consider including language indicating “Solo Practitioner” after each attorney’s name.

Safekeeping records

Implement watertight record and file storage policies to safeguard client information and protect confidentiality. Each attorney should have his or her own filing cabinet that can be securely locked. There must be protocols indicating who other than the attorney can access records. Also, active files should not be left in shared areas, which increase the possibility that another attorney or staff member could inadvertently pick up a suitemate’s file.

Client confidentiality

Set aside an area where clients and others involved in a matter can meet in private, away from those involved in the office-sharing arrangement.

Staff confidentiality

Support staff working on- or off-site for attorneys, whether shared or not, should sign confidentiality agreements. Staff members should be instructed on how to respond to inquiries to ensure they do not make statements that could be construed that the office-sharing attorneys are in a partnership.

Telephone handling

If office sharing includes the use of a common telephone system and receptionist, the receptionist should answer the respective phone line(s) based on the attorney to whom it is assigned. For example, the specific name of the firm (“Law Office of John Smith”) should be part of the greeting. Anyone in a shared office should never answer the phone with a greeting of “Law Offices.”

Mail handling

Mail should be opened only by the attorney for whom it was intended or that attorney’s dedicated support staff. It should not be opened by a shared receptionist or phone operator.

Faxes

Ideally, each attorney should have the ability to both send and receive faxes directly to their personal computer. If a dedicated fax machine is used, a system must be devised to ensure confidentiality.

Malpractice insurance

Each attorney in the shared office space should have their own malpractice insurance policy. If an attorney new to the office-sharing arrangement already has a policy, he or she should notify the existing carrier of the arrangement.

Conclusion

Whether new to the practice of law or a seasoned attorney embracing a post-COVID business model, sharing office space with others can be advantageous. Before you make the leap, however, make sure you have identified the pitfalls and risks and put procedures in place to ensure a smooth and enjoyable transition to the emerging world of shared workspaces. ■

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