



OFFICE/EXPENSE SHARING: DO'S AND DON'TS

Letterhead, Advertising and Phones

(See Ohio Rules of Professional Conduct, Rule 7.5)

DO	DON'T
✓ Clearly identify the name of your private practice or law firm	✓ Advertise to the public (mail, e-mail, website, letterhead, telephone, or other advertising media) that you are associated with the other attorneys or law firms with whom you share office space or expenses
✓ List the names of the attorney members of your private practice or law firm with the appropriate designations	✓ List the names of attorneys or law firms with whom you may share office space or expenses on a common letterhead
✓ Have clearly marked office signage for each attorney and/or law firm	✓ Answer a common phone line with one specific attorney's or firm name. Verbally answer using the phone number or "Law Offices."

Shared Professional Staff (i.e. Paralegals/Legal Assistants)

(See Ohio Rules of Professional Conduct, Rule 5.3)

DO	DON'T
✓ Optimize the use of office professional staff within the shared office/expense arrangement—subject to protecting client confidentiality	✓ Use shared IT/Word Processing networks without password protection to segregate each attorneys' files
✓ Provide any shared office professional staff with training and written instruction to keep each attorney's and/or law firm's client matters completely separate and confidential	✓ Place mail, files, or other confidential information in a common area

Insurance

(See Ohio Rules of Professional Conduct, Rule 1.4(c))

DO	DON'T
✓ Maintain Lawyers' Professional Liability (LPL) Insurance for your private practice or law firm	✓ Assume that your Lawyers' Professional Liability Insurance will cover claims arising out of office sharing and/or expense sharing arrangements
✓ Disclose your office sharing and/or expense sharing arrangement to your insurer	✓ Attempt to include attorneys who are not members of your private practice or law firm on your LPL policy
✓ Confirm that other attorneys maintain LPL insurance	✓ Forget to periodically review the adequacy of your LPL coverage in relation to your current office/expense sharing arrangement