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Attorney Mobility and Law Firm Risk:
How the Rules, Procedure and
the Marketplace Shape the Modern
Lateral Move

With legal market profits and growth reportedly surging to a period of “peak prosperity,” countless attorneys, practice groups and entire legal teams have made and continue to contemplate making lateral moves to new law firms.¹ Motivations for lateral movement vary, including being passed over for a promotion, lackluster performance reviews, smaller than anticipated bonuses, shifting priorities in work-life balance, remote, hybrid and return to office considerations, professional advancement, geographical relocation, expansion of practice area and experience, increased financial opportunities, or simply the need for changes to lawyers’ professional and personal lives. But in our current market, the competition for top legal talent continues to shape this trend and dominate today’s headlines.²

The logistical complexity of lawyer mobility involves a combination of ethical responsibilities, professional liability concerns, practical client relationship management, and business strategy. Lateral moves play a critical role in today’s legal industry as they enable law firms to remain competitive in an environment defined by increasing client expectations, evolving market pressures, significant rate fluctuation, and the profession’s need to adapt to the modern world. When properly planned and executed, lateral transitions enable lawyers and law firms to protect client interests, expand revenue streams, realize their professional progress, and most importantly mitigate risk exposure. Before taking the initial steps to make a lateral move from one law firm to another, lawyers and law firms must consider the myriad implications that are involved in order to protect the interests of the attorney, the law firm, and the interests of their current and former clients.

Hiring Law Firm

All parties involved in a lateral move of an attorney are exposed to significant risks related to the transition, perhaps none more so than the hiring law firm. A law firm employing a lateral hire must work to protect the interests of their current and former clients, firm attorneys, the lateral hire, and any potential clients transitioning with the lateral hire.

Exposure to Potential Litigation

Hiring law firms must perform their due diligence to ensure that the lateral hire is not bringing an exposure to potential litigation, in addition to new business.

The hiring firm must understand how the transition will occur, the anticipated response of the soon-to-be former law firm, the amount of business a lateral hire may bring, whether the lateral will adapt well within the new law firm’s culture, and the circumstances under which the attorney will be leaving his or her former law firm. It should, therefore, consider the following:

- Is the former law firm financially stable?
- Is the former law firm on the verge of bankruptcy proceedings?
- Is there a partnership agreement or restrictive covenant that may be triggered by the attorney’s lateral move?
- Historically, how has the law firm reacted to lateral moves of attorneys?
- Has the former law firm filed lawsuits against hiring law firms?
- Has the law firm worked with departing attorneys to transition out of the office and provide proper notice to law firm clients?
- How were clients informed of the transitioning attorney’s departure from the firm?
- Did the law firm retain the clients of the departing attorney?
- Has any litigation ensued related to the departing attorney’s lateral move based on a breach of fiduciary duty, breach of contract or allegations of pre-termination solicitation of firm clients?

¹ See Thomson Reuters Institute & Georgetown Law, Center on Ethics and the Legal Profession, 2026 State of the U.S. Legal Market (2026)

² See *Id.*

The hiring law firm should investigate and evaluate the exposures to litigation instituted by the former law firm. In addition to the former law firm becoming a potential plaintiff, the hiring law firm should consider any potential claims that may be filed by a bankruptcy trustee on behalf of a dissolving law firm. Even with assurances by the lateral that they are permitted to take the clients of the dissolving law firm, the bankruptcy trustee may pursue “Jewel” clawback (also known as “unfinished business”) claims against the hiring law firm to recover assets.³ In these cases, greater opportunities arise for the bankruptcy estate to recover lost profits, “...bankruptcy law provides for clawbacks of money paid to a partner when the firm was insolvent and clawbacks of assets a partner took from the firm, whether it be a conference table or profits from a case.”⁴ While some jurisdictions have rejected these types of claims, instead favoring public policy that encourages client choice of counsel, hiring law firms should nonetheless closely review the relevant law in their state(s) to determine whether this is an additional risk when hiring laterals.⁵

If the former law firm is on the verge of bankruptcy, the hiring firm should assess and determine the likelihood of clawback claims related to the lateral hire or hires. What may appear to be a strong book of business may represent, in reality, vulnerability to complex and ongoing litigation.⁶

Avoiding Conflicts of Interest

A lateral hire will, of course, be investigated as any new hire to a law firm. Education, law license, employment history and criminal records must all be confirmed and/or researched. In addition to the standard background checks, the hiring law firm will probably seek information regarding the current and former clients of the lateral hire.

One of the most challenging aspects of engaging a lateral hire and the associated clients involves managing the conflicts of interest that may arise as a result of the transition. A hiring firm does not want to conflict out its entire law firm from a representation or case due to the failure to check for conflicts of interest before bringing the new attorney on board.

American Bar Association (ABA) Formal Opinion 09-455 discusses the complexities of sharing information to run conflicts checks at the time an attorney is moving from one law firm to another.⁷ The opinion states in part:

Any disclosure of conflicts of information should be no greater than reasonably necessary to accomplish the purpose of detecting and resolving conflicts and must not compromise the attorney-client privilege or otherwise prejudice the client or former client. A lawyer or law firm receiving conflicts information may not reveal such information or use it for purposes other than detecting and resolving conflicts of interest. Disclosure normally should not occur until the moving lawyer and their prospective new firm have engaged in substantive discussion regarding a possible new association.⁸

The hiring law firm and the lateral hire must work together to accomplish the goal of performing an appropriate conflicts check while not breaching the attorney-client privilege or ABA Model Rules of Professional Conduct 1.6, 1.7, 1.8, 1.9 or 1.10. The risks of failing to perform a proper conflicts check may result in disqualification of the lateral hire and the hiring law firm in multiple matters.

³ Gina Passarella, “Coudert Collapse Highlights Clawback Risks of Lateral Hiring,” *The Am Law Daily*, August 9, 2012.

⁴ *Id.*

⁵ See *Thelen v. Seyfarth Shaw*, 20 N.E.3d 264 (N.Y. 2014).

⁶ Sara Randazzo, “Ex-Dewer Partners Face New Foe in Firm’s Bankruptcy,” *The Am Law Daily*, May 22, 2013.

⁷ American Bar Association Formal Ethics Op. 09-455 (2009).

⁸ *Id.*

As suggested in ABA Formal Opinion 09-455, the hiring law firm and lateral hire may elect to retain the services of an intermediary lawyer, "...to receive and analyze conflicts information in confidence. This approach should not compromise any privilege nor frustrate the reasonable expectations of the client..."⁹ Both parties and their clients benefit by working together to resolve any potential conflicts of interests before the lateral hire becomes associated with the hiring law firm.

ABA Model Rule 1.6 provides:

(b)(7) to detect and resolve conflicts of interest arising from the lawyer's change of employment or from changes in the composition or ownership of a firm, but only if the revealed information would not compromise the attorney-client privilege or otherwise prejudice the client.

(c) A lawyer shall make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to the representation of a client."¹⁰

In 2013, the ABA amended Model Rule 1.6 to include subsection (c) and Comment [13]. Together, the language of the rule and the comment are instructive regarding the type of information that may be disclosed to address potential conflicts of interest after "substantive discussions" have taken place between the parties. Comment [13] does not define what would constitute "substantive discussions" but most likely does not permit the disclosure of such information during a first interview. The Comment also cautions that attorneys contemplating a transition should consider their fiduciary duty to their current law firm.

Hiring law firms and lawyers should review their jurisdictions' version of Rule 1.6 for guidance on whether this exception from the Model Rule has been adopted.

The timing of conflicts checks, disclosure of information, extending offers, and hiring laterals may also be crucial, particularly given the rise of disqualification motions. Hiring law firms should consider the consequences of attempts to disqualify their firms in situations when offers are extended to laterals of law firms that they are adverse to, and upon receiving notice of the lawyer's departure, the former law firm moves to disqualify.¹¹ While not always successful, disqualification attempts nonetheless risk the withdrawal of offers on the table for lateral lawyers, client's questions about their duties of loyalty, and require the law firm to spend time and resources on litigation they otherwise may not have had to.

The hiring law firm should evaluate the benefits of a lateral hire in the context of possible exposures related to the new addition. It should conduct a thorough investigation to ensure an understanding of the current relationship between the former law firm and the potential lateral hire before taking any steps that would expose the hiring firm to conflicts or potential litigation. The hiring law firm should be aware of any potential animosity or employment disputes between the former law firm and lateral hire before entering into negotiations with the lateral hire.

⁹ *Id.*

¹⁰ Model Rule 1.6, American Bar Association Model Rules of Professional Conduct.

¹¹ See *Ogden Allied Abatement & Decontamination Services, Inc. v. Con Ed*, 2000 WL 34487117 (N.Y. Sup. 2000).

Transitioning Attorneys

When contemplating a lateral move, attorneys should research the process within their own jurisdictions, as well as any obligations and contractual duties owed to their departing law firm. They must review any contracts related to their employment with the current law firm. Before committing to a lateral move, an attorney should have an understanding of his or her obligations to the current employer and clients. Due to the sensitive nature of client representations and firm politics, leaving a law firm is not as simple as giving notice, collecting client files, and walking out the door.

Making an Ethically Sound Lateral Move

One of the first resources attorneys may wish to consider are two ABA ethics opinions: Formal Ethics Op. 99-414 and Formal Ethics Op. 489, both of which address the various obligations related to lateral moves by attorneys, including:

- 1) disclosing their pending departure in a timely manner to clients whose active matters for which they are currently responsible or in which they play a principal role in the current delivery of legal services (sometimes referred to in this Opinion as “current clients”);
- 2) assuring that client matters to be transferred with the lawyer to their new law firm do not create conflicts of interest in the new firm and can be competently managed there;
- 3) protecting client files and property and assuring that, to the extent reasonably practicable, no client matters are adversely affected as a result of their withdrawal;
- 4) avoiding conduct involving dishonesty, fraud, deceit, or misrepresentation in connection with their planned withdrawal; and
- 5) maintaining confidentiality and avoiding conflicts of interest in their new affiliation respecting client matters remaining in the lawyer’s former firm.¹²

ABA Formal Ethics Opinion 99-414 discusses the complexities of departing a law firm and the need to research applicable rules and regulations, “Before preparing to leave one firm for another, the departing lawyer should inform herself of applicable law other than the Model Rules, including the law of fiduciaries, property, and unfair competition. She should also take care to act lawfully in taking or utilizing the firm’s information or other property.”¹³

In connection with a lateral move, the hiring law firm will often request a client list and billing information related to the transitioning attorney’s practice. Transitioning attorneys must scrupulously assess what, if any, information they may provide to the hiring law firm in order to avoid breaching the attorney-client privilege or disclosing sensitive information related to client representations.

Comment [13] to Rule 1.6 suggests that the transitioning lawyer might provide “no more than the identity of the persons involved in a matter, a brief summary of the general issues involved, and information about whether the matter has terminated.”¹⁴

ABA Formal Opinion 09-455 provides additional guidance by addressing the complications of protecting the lateral attorney’s current and former clients, as well as the clients of the hiring law firm. The opinion states, in part:

“Any disclosure of conflicts information should be no greater than reasonably necessary to accomplish the purpose of detecting and resolving conflicts and must not compromise the attorney-client privilege or otherwise prejudice a client or former client.”

¹² ABA Formal Ethics Op. No. 99-414 (1999).

¹³ *Id.*

¹⁴ Model Rule 1.6, Comment [13], American Bar Association Model Rules of Professional Conduct.

Transitioning attorneys should conduct a detailed review of the Model Rules as adopted by the relevant jurisdictions. Model rules which may be relevant to transitioning attorneys include:

- Model Rule 1.1 (Competence)
- Model Rule 1.3 (Diligence)
- Model Rule 1.4 (Communication)
- Model Rule 1.6 (Confidentiality)
- Model Rule 1.7 (Concurrent Conflicts of Interest)
- Model Rule 1.9 (Duties to Former Clients)
- Model Rule 1.16 (Declining or Terminating Representation)
- Model Rule 3.2 (Expediting Litigation)
- Model Rule 5.6 (Restrictions on Right to Practice)
- Model Rule 7.1 (Communications Concerning a Lawyer's Services)
- Model Rule 7.3 (Solicitation of Clients)

Providing Proper Notice to Current Law Firm and Clients – Joint Notice Preferred

One of the most challenging aspects raised by lateral moves involves how and when to provide notice to the current law firm and current clients, and devising a strategy which is compliant with the Model Rules, ethics opinions, and the relevant jurisdictional laws.

Jointly notifying clients of a lawyer's departure continues to be the preferred method, as advised in ABA Formal Opinion 99-414 and reaffirmed in ABA Formal Opinion 489. ABA Formal Op. 489 provides "while the departing lawyer and the firm each may unilaterally inform clients of the lawyer's impending departure at or around the same time that the lawyer provides notice to the firm, the firm and the departing lawyer should attempt to agree on a joint communication to firm clients with whom the departing lawyer has had significant contact, giving the clients the option of remaining with the firm, going with the departing attorney, or choosing another attorney."¹⁵

Certain jurisdictions have gone a step further by adopting Rules of Professional Conduct that dictate exactly how lawyers must approach their departure.¹⁶

In the event that the departing lawyer and law firm cannot agree on a strategy and language for joint notification, lawyers and law firms are permitted to separately inform clients, particularly once the law firm learns of the lawyer's intended departure.¹⁷ Although generally discouraged, unilateral notification to clients may even be given prior to informing the law firm in situations when the lawyer "...reasonably anticipates that the firm will not cooperate on providing such a joint notice..."¹⁸ The prevailing guidance provides that, at bottom, prompt notification to clients is essential to ensuring their ability to freely choose counsel, and law firms may not prohibit the departing lawyer from soliciting firm clients.¹⁹ Attorneys contemplating such a move should research the notification and pre-termination solicitation requirements of their jurisdictions thoroughly to avoid future litigation and/or disciplinary actions. Numerous cases have examined scenarios in which the departure notice to the client prior to the law firm was challenged as pre-termination solicitation and/or breach of fiduciary duty to the law firm on the part of the departing lawyer.²⁰

¹⁵ American Bar Association Formal Op. 489 (2019).

¹⁶ *Id.*; see also Fla. R. Prof. Conduct. 4-5.8.

¹⁷ American Bar Association Formal Op. 489 (2019).

¹⁸ See American Bar Association Formal Op. 99-414 (1999).

¹⁹ *Id.* citing Ill. State Bar Ass'n Advisory Op. 91-12 (1991); Iowa Bd. Of Prof. Ethics Op. 89-48 (1990); State Bar of Mich., Inf. Op. RI-86 (1991); Tex. Comm. On Prof. Ethics Op. 422 (1985); Va. State Bar, Legal Ethics Op. 1403 (1991); Wash. State Bar Ass. Advisory Op. 2118 (2006); Restatement of the Law Third, The Law Governing Lawyers § 9(3)(a) (2000).

²⁰ See *Dowd & Dowd, Ltd. v. Gleason*, 181 Ill.2d 460 (Ill. 1998); *Graubard Mollen Dannet & Horowitz v. Moskovitz*, 86 N.Y.2d 112 (N.Y. 1995); *Meehan v. Shaughnessy*, 404 Mass. 419 (Mass. 1989); *Vowell & Meelheim, P.C. v. Beddow, Erben & Bowen, P.A.*, 679 So.2d 637 (Ala 1996).

Ultimately, departing lawyers will continue to be held to the requirements of Model Rule 1.16(d) in protecting their current clients' interests to the extent practicable upon termination of representation.²¹

Exposure to Potential Litigation

Attorneys contemplating a lateral move tend to focus on its benefits – professional advancement, increased salary, as well as expanded contacts and resources of the new firm. However, the transitioning attorney must also be cognizant of the exposure to litigation and lateral moves may raise areas of vulnerability. Firm partners are particularly at increased risk for potential vulnerabilities and litigation and should be aware of their additional obligations.

Model Rule 5.6, adopted by all 50 states, prohibits lawyers from making or entering into agreements which restrict the ability of lawyers to freely practice after termination, with an exception for retirement benefits.²² And partnership and non-compete agreements which unduly restrict lawyer movement or client choice are generally held void and unenforceable.²³

However, partners contemplating lateral moves will owe additional fiduciary duties and should closely review their partnership agreements. Their fiduciary duties to the partnership will typically prohibit partners from taking unilateral actions such as pre-termination solicitation of clients and staff. Although unilateral notice to clients may be allowed under the ethics rules, courts may find that soliciting clients prior to a partner's resignation is a breach of that partner's fiduciary duty.²⁴ Similarly, solicitation of other firm attorneys and/or staff will often meet the same claims and challenges that the partner's fiduciary duty was breached, often with contradictory results – soliciting partners prior to providing the firm notice may be permissible while soliciting associates and other staff may often not be.²⁵ Claims of misappropriation of law firm property, which include copies of client matters and client contacts, should also be front of mind for partners in determining an appropriate and ethical lateral strategy.

Prior to giving notice to the current law firm and clients, transitioning attorneys must determine notice protocols, including the information and materials that may be retained and those materials which remain with the current law firm. Failure to observe appropriate procedures may result in litigation against both the lateral attorney and the hiring law firm.

Former Law Firm

Upon hearing of a transitioning attorney's impending departure, the initial reaction of the soon-to-be former law firm may be to contact security and escort the departing attorney to the door immediately. The former law firm thus seeks to prevent the departing attorney from additional access to databases or active files in order to avoid any misappropriation of client information. The soon-to-be former firm may exercise its prerogative in this matter. However, the interests of the departing attorney's current clients must receive the highest priority in formulating its policies and procedures regarding such departures.²⁶

Notice to Clients

The departing attorney and the law firm are responsible for informing the "current clients", in whose representation the departing attorney has already been substantially involved, of the departing attorney's intention to leave the law firm. Said notice should be timely so that the client may determine whether it wishes to remain with the current law firm, transition with the attorney to the new firm or seek outside counsel for representation. A sample joint departure notice letter can be found in our [Lawyers' Toolkit 5.0](#).

²¹ See Model Rule 1.16(d); see also ABA Formal Ethics Op. 99-414.

²² Model Rule 5.6.

²³ See *Cohen v. Lord, Day & Lord*, 550 N.E.2d 410 (N.Y. 1989); *Jarvis v. Jarvis*, 758 P.2d 244 (Kan. Ct. App. 1988); see also *In re Hanley*, 19 N.E.3d 756 (Ind. 2014).

²⁴ See *Graubard Mollen Dannet & Horowitz v. Moskowitz*, 86 N.Y.2d 112 (N.Y. 1995).

²⁵ See *Gibbs v. Breed, Abbott & Morgan*, 271 A.D.2d 180, 188 (N.Y. App. Div. 2000).

²⁶ ABA Formal Ethics Op. 99-414.

Ideally, an attorney would be permitted to provide notice to the current firm. Then, the parties would work together to notify the client in a timely manner and either transition current matters to newly assigned counsel or transfer the file to the transitioning attorney's new law firm.²⁷ Ultimately, and subject to conflicts of interest limitations, it remains the client's decision to choose their counsel.²⁸

By working with the departing attorney to notify current clients of the impending departure, the former firm retains awareness and involvement with the notice process, including supervision of the transitioning attorney and their actions and intent towards the current client. As discussed above, in situations when a departing lawyer "reasonably anticipates" that the soon-to-be former firm will likely refuse to cooperate on a joint notice strategy, the lawyer may provide unilateral notice to the affected clients.²⁹ To prevent unilateral action on either side and provide their lawyers with the same expectations regarding lawyer departures, law firms may consider establishing internal written policies which govern departures. Fostering an internal culture of professionalism during departures will also help facilitate departures and client transitions.

Compliance with the Model Rules

At the time a transition is taking place, the soon-to-be former law firm should review applicable ethics rules, including:

- Model Rule 1.4 (Communication)
- Model Rule 1.6 (Confidentiality)
- Model Rule 1.7 (Concurrent Conflicts of Interest)
- Model Rule 1.9 (Duties to Former Clients)
- Model Rule 5.1 (Responsibilities of Partners, Managers, and Supervisory Lawyers)
- Model Rule 5.6 (Restrictions on Right to Practice)

Similar to the departing lawyer, lawyers in the former firm must comply with Model Rule 1.16(d) in that the "responsible members of the former firm must themselves comply with [...] respecting all clients who select the departing lawyer to represent them, whether or not they are current clients of the departing lawyer."³⁰

Contemplating Potential Litigation

The soon-to-be former law firm may find itself in the unique position of being a potential plaintiff. Based upon the actions of the transitioning attorney and hiring law firm, the former law firm may determine that it has potential claims to assert against the lateral attorney and new law firm.

Litigation may arise related to the lateral attorney's pre-termination solicitation of clients or staff, misappropriation of firm property or client contact information, mishandling or possession of client files, breach of fiduciary duty related to partnership agreements or other employment contracts.

When contemplating litigation against a lateral attorney and/or the new firm, the former law firm should assess the benefits and risks of litigation. Although fees may be recovered, a law firm may cause damage to its reputation by suing its former attorneys. Movement within the legal community is extremely common, and a law firm will probably encounter challenges in professional development if they acquire a reputation for litigation against their attorneys.

Before filing suit, the former law firm should determine the advantages of litigation and whether it outweighs reputational damage. While fees may be recovered, it is unlikely that litigation will result in return of clients. Clients will always possess the privilege of attorney selection, regardless of any potential litigation that may ensue between the departed law firm, lateral attorney and hiring law firm.

²⁷ *Id.*

²⁸ ABA Formal Ethics Op. 489.

²⁹ ABA Formal Ethics Op. 99-414.

³⁰ *Id.*

If the soon-to-be former firm elects to work with the transitioning attorney, the clients' interests will remain at the forefront of the transition, and the parties may work together to protect the interests of all involved.

Lawyers Professional Liability Coverage

Appropriate lawyers professional liability coverage should be a priority to the lateral attorney, hiring law firm and soon-to-be former law firm. When a lateral transition is being implemented, all parties should have a clear understanding of the various professional liability coverages in effect, including any extended reporting period and prior-acts coverage, and if, how and when they will apply to the lateral move of the involved attorney(s). All parties associated with the lateral move should endeavor to protect their respective clients and entities against professional liability claims through insurance coverages in place at the time of the transition.

Conclusion

Trust and loyalty are essential aspects of the legal profession. Law firms rely on the loyalty of their attorneys and clients to drive business growth. Recent trends, however, reflect that long term loyalty to law firms by both clients and attorneys is diminishing, with attorneys and clients now regularly gravitating from one law firm to another. Further, lateral movement may prove beneficial to attorneys and their respective clients in seeking to evolve and learn from their new law firm experiences and grow their book of business. This idea of the benefit of minimal restrictions on lawyer mobility is well-reflected in case law and the Model Rules.

There are, however, many challenges that come with these professional transitions. In order to rise to these challenges and meet their professional obligations and other various duties, transitioning attorneys must prepare well in advance of the move to protect their interests and those of their clients. By working together in accordance with the applicable Model Rules and jurisdictional requirements, the lateral attorneys, hiring law firms, and former law firms minimize potential exposure and maximize benefits by prioritizing and protecting the interests of their firms, their clients, and their professional reputations.

Considerations for the Hiring Law Firm

What is the current status of the soon-to-be former law firm?

- Is the firm financially sound?
- Is the firm on the verge of bankruptcy?
- Has it initiated bankruptcy proceedings?
- Is it dissolving the law practice?

What, if any, legal constraints exist related to a partnership agreement, restrictive covenant provision of an employment contract or other contracts between the lateral and the former law firm?

Has the former law firm filed lawsuits against past laterals or their hiring law firms?

In prior lateral move situations, did the former law firm work with the lateral to provide notice to law firm clients?

In previous lateral moves, how were the clients of the soon-to-be former law firm provided notice of attorney departures?

Does the lateral understand what, if any, materials or information may be removed from the former law firm?

Should a third-party be engaged to conduct a conflicts of interest check related to the lateral and our law firm, lateral's clients and our law firm, lateral clients and our attorneys?

Has ABA Model Rule 1.6 been adopted within the relevant jurisdictions?

Are we following the suggested guidelines of ABA Formal Ethics Opinions 489, 09-455 and 99-414?

Are there professional liability policies in place to address any and all potential matters resulting from the lateral move?

Considerations for the Transitioning/Lateral Attorney

Have I reviewed all contracts related to my current employment/law firm?

- Partnership Agreements
- Employment Contracts (including non-compete provisions, if applicable)
- Benefits (including penalties to retirement funds due to departure)

Should I retain counsel related to this lateral move?

Have I reviewed ABA Formal Ethics Opinion No. 09-455?

Have I reviewed ABA Formal Ethics Opinion No. 99-414?

Have I reviewed ABA Formal Ethics Opinion No. 489?

Have I reviewed the applicable ABA Model Rules as adopted within my jurisdiction and all relevant jurisdictions the firm practices?

Has ABA Model Rule 1.6 been adopted within the relevant jurisdictions?

Will a third-party be used to conduct conflicts of interest checks related to my former and current clients and the hiring law firm?

How and when will notice of my departure be provided to my current law firm?

How and when will notice of my departure be provided to my current clients?

Are there professional liability policies in place to address any and all potential matters resulting from the lateral move?

Considerations for the Former Law Firm

Did the attorney provide proper notice of the departure to the law firm?

Has the attorney complied with the provisions of the partnership agreement or employment contract?

Considering the best interests of firm clients, how should we provide notice to the departing attorney's current clients?

If law firm clients decide to transition with the departing attorney, how will files be transferred?

Did the transitioning attorney and hiring law firm conduct a proper conflicts of interest check related to this lateral move?

Is the law firm adhering to the requirements of the applicable Rules of Professional Conduct?

Are there professional liability policies in place to address any and all potential matters resulting from the lateral move?

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