

Committee on Disciplinary Rules and Referenda

Supplement for April 7, 2021, Meeting

Additional Public Comment Received

From: [REDACTED]
To: [cdrr](#)
Subject: CDRR Comment: Proposed Rule 1.17 - Sale of Law Practice
Date: Tuesday, April 6, 2021 4:37:48 PM

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Feedback	
Subject	Proposed Rule 1.17 - Sale of Law Practice
Comments	
<p>Problems: 1. What is an "area of practice"? Can "litigation" be divided into different "areas of practice"? (tort vs. business litigation). Can it be defined? 2. What is a "geographical area"? Shouldn't it be defined? (Such as, the geographical area in which the seller's clients reside?) But what if the lawyer has one client in Oklahoma and the rest in Texas? Must he stop practicing in Oklahoma? Can't he move to Oklahoma and continue to practice there? What if Lawyer has a national practice? 3. Shouldn't (a) say, "the seller ceases to engage in the private practice of law, in ANY PART OF the geographical area in which the practice has been conducted." 4. The rule seems to say that the seller may sell all his clients, or all his clients in one area of practice, to several lawyers/firms. Correct? If so, how does he split them up among potential buyers? First come, first served? Or must areas of practice be sold in tact, that is, as one lot to one purchaser only? If a single buyer must take the entire practice (all the seller's clients) or all of the clients in a practice area (with their consent), the rule should say this plainly. 5. If a lawyer sells her entire practice to go into public office, and then returns to practice the same area(s) of law as before in the same geographical area as before, it that okay? Comment 2 is not clear on this. 6. Comment 4 is a puzzle. Okay. So what? Is it implied (but not said) that the lawyer who sells her trust and estates practice in Texas may engage in trust and estates practice in North Carolina without violating this rule? If so, say so. 7. Comment 11 is a grammatical mess. There is a lack of parallelism in the listing of obligations. Whose obligations are they? Seller's? Buyer's? Both? 8. The rule and comments fail to enlighten us on which requirements can be eliminated or modified by contract between the seller and buyer. E.g., Could a seller who was appointed to the bench enter into an agreement with the buyer of her practice not to re-engage in the same practice in the same county if and when she leaves the bench?</p>	