

From: [Richard Armstrong](#)
To: [cdrr](#)
Subject: Comments re proposed Disciplinary Rule 1.17
Date: Wednesday, April 7, 2021 10:09:21 AM
Attachments: [image001.png](#)

To the Committee Members,

After review of the proposed Rule and accompanying comment, I believe an issue needs to be addressed in subpart (a) of the Rule, and/or in the Comment. Specifically, a lawyer should be allowed to continue to practice law, even within the same geographical area following sale of his practice or area of practice, if he only works as a contractor for another attorney or law firm (which could even be the buyer of the practice or area of practice. He would not be practicing in his own name in the public arena, but only providing services capable of being rendered solely by a licensed attorney, to a firm that is working to complete legal work for its own clients. This is frequently an arrangement arrived at in a practice sale. As part of the workout agreement and the transition of clients to the buyer, the selling attorney continues to work, and be paid, solely as a contractor.

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A-V Rated - Martindale-Hubbell Peer Review

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