The Exit & Entry - Making the Leap Without Breaking Things

Ethical & Other Issues In Lateral Attorney Movements

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***These slides were produced in connection with a three-part video webinar series, with episodes premiering on **7/15/2025, 8/19/2025, and 9/16/2025**. Take note, we make the PDF available for free download because the real benefit of a Financial Poise webinar is the conversation that the faculty has around the slide deck. You can access the webinar on-demand at Cerfi's LegalEdge (f/k/a West Legal Ed Center) (for attorneys or accountants seeking CLE or CPE) or Financial Poise (for everyone else).

Meet the Faculty

Panelists

Dan Binstock - Garrison

Alex Edelman - Klein Landau & Edelman, LLC

Brock Naeve - Affirm Partners

Tina Solis - Nixon Peabody LLP

Moderator

Jonathan Friedland - Much Shelist, P.C.

About This Series

Ethical & Other Issues In Lateral Attorney Movements

- This three-episode series discusses all the issues a lateral partner candidate needs to consider when thinking about making a lateral move from one firm to another including legal, ethical and business issues. The first episode focuses on preparing the lateral partner questionnaire, preparing for and participating in the interview process and obtaining the offer.
- It also discusses when and how to inform the firm, clients and colleagues about an upcoming move. The second episode focuses on negotiating the offer(s) and issues a lateral partner must confront after she has given notice to her current firm but before she departs. It also includes a discussion of post-departure issues that a lateral partner oftentimes faces.
- For any partner considering a move this is a must-see series! Episode #3 of this three-part series focuses on negotiating the offer, including which provisions are the most important and why. The panel also discusses recent trends in the market, how those trends can impact the negotiation process and more.

About This Webinar

The Exit & Entry - Making the Leap Without Breaking Things

- You've received an offer (or perhaps multiple offers) as a result of the interviewing process. Congratulations. Now you must decide which firm to select.

- How do you negotiate the offer(s)? How do you decide which offer to accept? Law firm economics do not need to be complicated, but you need to know what to ask and what to look for. And economics is only one (albeit a very important) factor to weigh.

Episodes In This Series

- Big Picture Do's and Don'ts
  Premiere date: 07/15/25

- When to Move, What to Say & What to Listen For, and What NOT to Do
  Premiere date: 08/19/25

- The Exit & Entry — Making the Leap Without Breaking Things
  Premiere date: 9/16/25

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Episode #3

The Exit & Entry - Making the Leap Without Breaking Things

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Trends in Lateral Partner Movement

Lateral partner hiring softened overall in 2023. But partner hiring increased in most sized firms except for some of the largest firms.

The market was busier in 2024 but slowed again in 2025

Steps in the Lateral Move Process

The process

- Step 1: Pre-departure Issues
- Step 2: Completing the LPQ and the Interview Process
- Step 3: Receipt and Negotiation of the Offer
- Step 4: The “Interim Period”- after notice has been provided but before departure from the current firm
- Step 5: Post-departure issues

Issues To Be Considered By An Attorney Thinking About A Move

- Pre-departure issues
- The "Interim" Period - After notice is provided but before the attorney departs
- Post-departure issues
- All these issues must be considered in connection with adhering to an attorney's ethical and fiduciary obligations

Adhering to Multiple Fiduciary Duties

Whose interest prevails?

- Attorneys have fiduciary duties to their partners, their firm, and to their clients
- Clients' best interests is first priority, but fiduciary duty to a firm is a close second
- A departing attorney's personal interests come last
- Both the departing attorney and the firm have ethical responsibilities to the clients to ensure that their representation is not adversely affected by the attorney's departure

Using Recruiters in the Lateral Process

- When to Engage a Recruiter
  - ➢ Early in the decision-making process—before outreach to firms begins
  - ➢ When discretion, market intelligence, or multi-firm exploration is needed
  - ➢ Especially helpful for group moves or platform-driven transitions
- What Recruiters Should Do
  - ➢ Provide market and strategic insight, firm intel, and targeted introductions
  - ➢ Coordinate logistics, track timelines, and assist with LPQs
  - ➢ Assist in offer negotiations and logistics, and transition process

Using Recruiters in the Lateral Process

(cont'd)

- Due Diligence Before Engagement

  - ➢ Does the recruiter understand your practice and goals?
  - ➢ Vet their client roster: any conflicts or overrepresentation?
  - ➢ Confirm confidentiality and exclusivity expectations
  - ➢ Look for a long-term advisor—not just a deal broker

Why involve counsel?

- Low-cost insurance policy
- Recruiters are not attorneys
- Big dollars are at stake
- Recruiter and departing attorney can use counsel as "bad cop" if necessary
- Big book of business/key client
- Large receivables pending
- Exigent circumstances; trial or deal imminent/bad blood/PGS

When to involve counsel?

- Earlier the better
- Ideally, as soon as the attorney contemplates moving
- No later than when the interview process begins
- It's not as expensive as you think
- Waiting has pitfalls

Familiarity with the Operative Document

Review Current Partnership Agreement (and/or any other agreements):

- Firm Notice Periods
- Non-Solicitation Provisions
- Clawback Provisions
- AR Setoff Provisions
- Confidential Information Provisions
- Return of Capital Payout Provisions
- Guarantee Issues
- Financial Disincentive Provisions

Typical Provisions in an Agreement

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Firm Notice Periods

- Law firms have a duty to ensure that client matters transition smoothly when a lawyer departs
- Notice provisions in law firm partnership/shareholder/member agreements are commonplace in the profession today
- Firms must make certain that client-related issues prior to an attorney's departure are completed (i.e., organizing and updating files, adjusting staffing needs, and continuing to meet upcoming deadlines)
- Tension with **ABA Model Rule 5.6**:

> "A lawyer shall not participate in offering or making: (a) a partnership, shareholders, operating, employment, or other similar type of agreement that restricts the rights of a lawyer to practice after termination of the relationship, except an agreement concerning benefits upon retirement…"

Typical Provisions in an Agreement *(cont'd)*

Firm Notice Periods (cont.)

- Per ABA Formal Op. 489, notice provisions that do not take into account client considerations/ improperly impede the departure process may be unenforceable:
  - ➢ Notice periods should be the "minimum necessary, under the circumstances, for clients to make decisions about who will represent them, assemble files, adjust staffing... and secure firm property in the departing lawyer's possession."
  - ➢ They cannot be "so rigid that they restrict or interfere with a client's choice of counsel or the client's choice of when to transition a matter."

The Lateral Partner Questionnaire

Completing Lateral Partner Questionnaire (“ LPQ ”)

- What information can be used, if any, to complete the LPQ?
- What information can be disclosed for conflicts purposes?
- Valuing the book of business
- Hourly rates
- Disclosing Compensation
- References; who and when

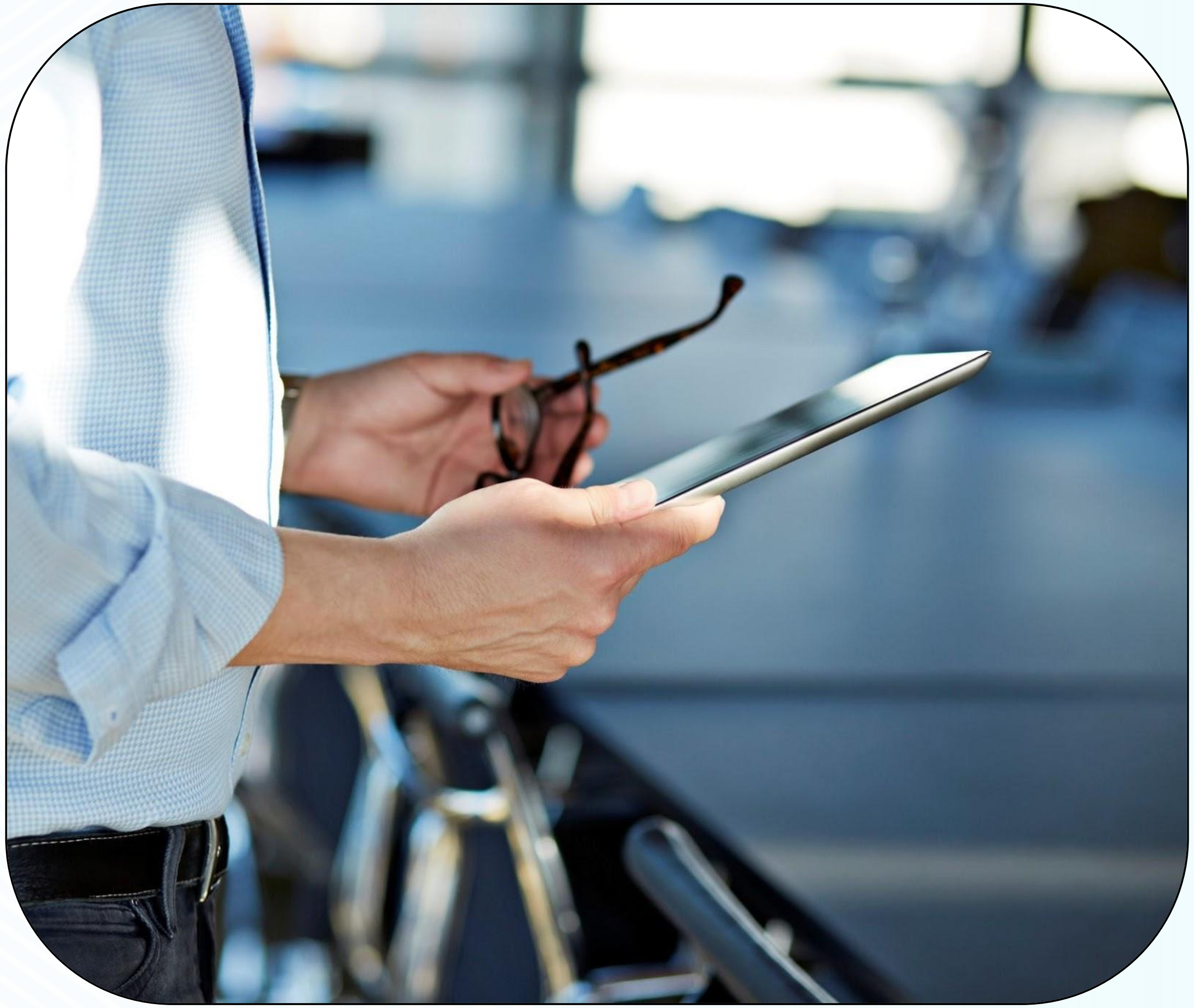
The Lateral Partner Questionnaire *(cont'd)*

Conflict Checks: Can Client Information be Disclosed?

- ABA Formal Op. 09-455 (2009)
- Rule 1.6(a) generally protects conflicts information ("the persons and issues involved")
- Disclosure of conflicts information during transition is ordinarily permissible, subject to certain limitations
- Disclosure should not take place until lawyer and new firm have engaged in substantive discussions – each jurisdiction differs; consult counsel

Many different areas of the law must be analyzed before providing information to another firm during the interviewing process including, but not limited to, ethical rules, common law obligations, contractual obligations and trade secret law.

Don't use your firm's confidential information.



Recent legislation:

- California, Illinois, and New York have adopted laws prohibiting employers from asking candidates about their salary history information.

- Certain states, such as Michigan, allow employers to ask about salary history, but only after a conditional job offer is made to the candidate.

- Balance the legislation against the reality of the lateral hiring process.

Compensation:

How should it be handled?

Portable Business

- The critical issue in a lateral move:
  - ➢ How is this term defined?
  - ➢ What can/should be disclosed? When?
  - ➢ How best to handle during interviews?
  - ➢ What can be disclosed?

The Written Offer

- Timing of Receipt of the Offer
- Should it be negotiated?
- How to handle multiple offers?

Discussions With Others About The Lateral Partner Move

Who Should Receive Notice Of The Departure First?

- The Firm vs. The Client

Notice By The Departing Attorney To The Firm

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The preference in many jurisdictions is that the attorney provide notice to the firm first

- Improper for departing attorney to announce departure to clients of the firm before the law firm is told. Supreme Court of Ohio Board of Commissioners on Grievances and Discipline Advisory, Op. 98-5.

- The general rule in New York is when an attorney departs from an existing practice, he should give notice to the clients after notice is given to the former firm. *Graubard Mollen Dannett & Horowitz*, 86 N.Y.2d 112, 120 (N.Y. 1995).

Notice To The Clients:

- The departing attorney and firm should send a joint letter to the clients informing the client of the upcoming departure and setting forth the client's options.

- Some states have a specific Rule of Professional Conduct regarding such situations.

  ➢ For example, Florida Rule of Professional Conduct 4-5.8(c)(1) provides: Lawyers Leaving Law Firms. Absent a specific agreement otherwise, a lawyer who is leaving a law firm may not unilaterally contact those clients of the law firm for purposes of notifying them about the anticipated departure or to solicit representation of the clients unless the lawyer has approached an authorized representative of the law firm and attempted to negotiate a joint communication to the clients concerning the lawyer leaving the law firm and bona fide negotiations have been unsuccessful.

What Happens If The Firm Refuses To Send A Joint Letter?

In the event a joint letter cannot be agreed upon, a firm cannot prevent a lawyer from soliciting firm clients.

See e.g., Ill. State Bar Ass'n, Advisory Op. 91-12 (1991); Iowa Bd. of Prof'l Ethics Op. 89-48 (1990); State Bar of Mich., Inf. Op. RI-86 (1991); Tex. Comm. on Prof'l Ethics Op. 422 (1985); Va. State Bar, Legal Ethics Op. 1403 (1991); Wash. State Bar Ass'n, Advisory Op. 2118 (2006); RESTATEMENT OF THE LAW THIRD, THE LAW GOVERNING LAWYERS § 9(3)(a) (2000).

Notice To Colleagues Regarding A Lateral Move

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The lateral partner's obligations depends on whom she is having a conversation with:

- Other partners
- Counsel
- Associates
- Staff

The answer also depends on the applicable jurisdiction.

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- Practical reality:
  - ➢ New firm wants to know who is coming with you? What skill level? How many?
- What are you permitted to say?

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Part #2

When to Move, What to Say & What to Listen For, And What NOT to Do

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Question:

You have completed the interview process and have received an offer or perhaps multiple offers.

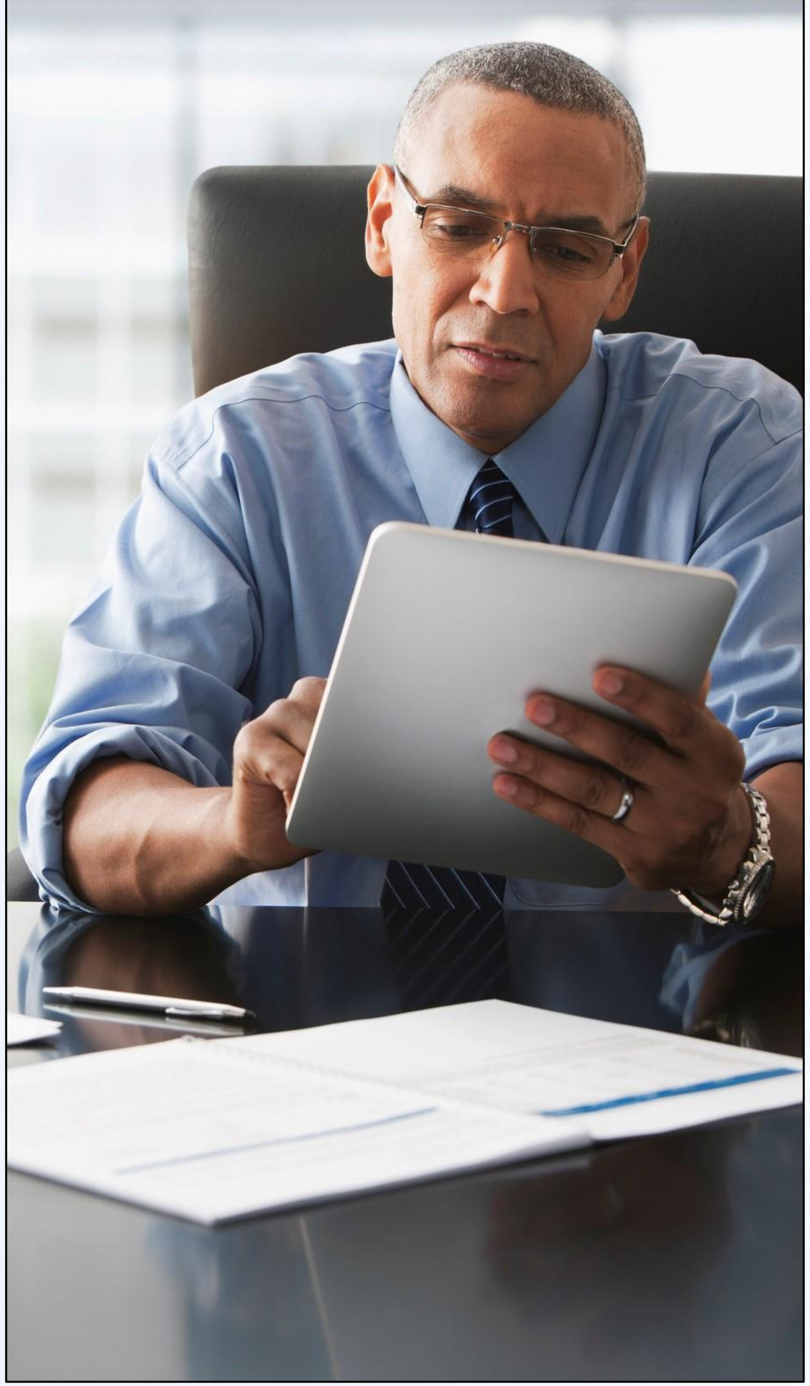
In addition to negotiating the offer, what other issues must be considered in determining the timing of your upcoming move?

Answer:

You must be familiar with the provisions set forth in your partnership agreement.

Certain of these provisions can greatly impact the timing of a lateral move.

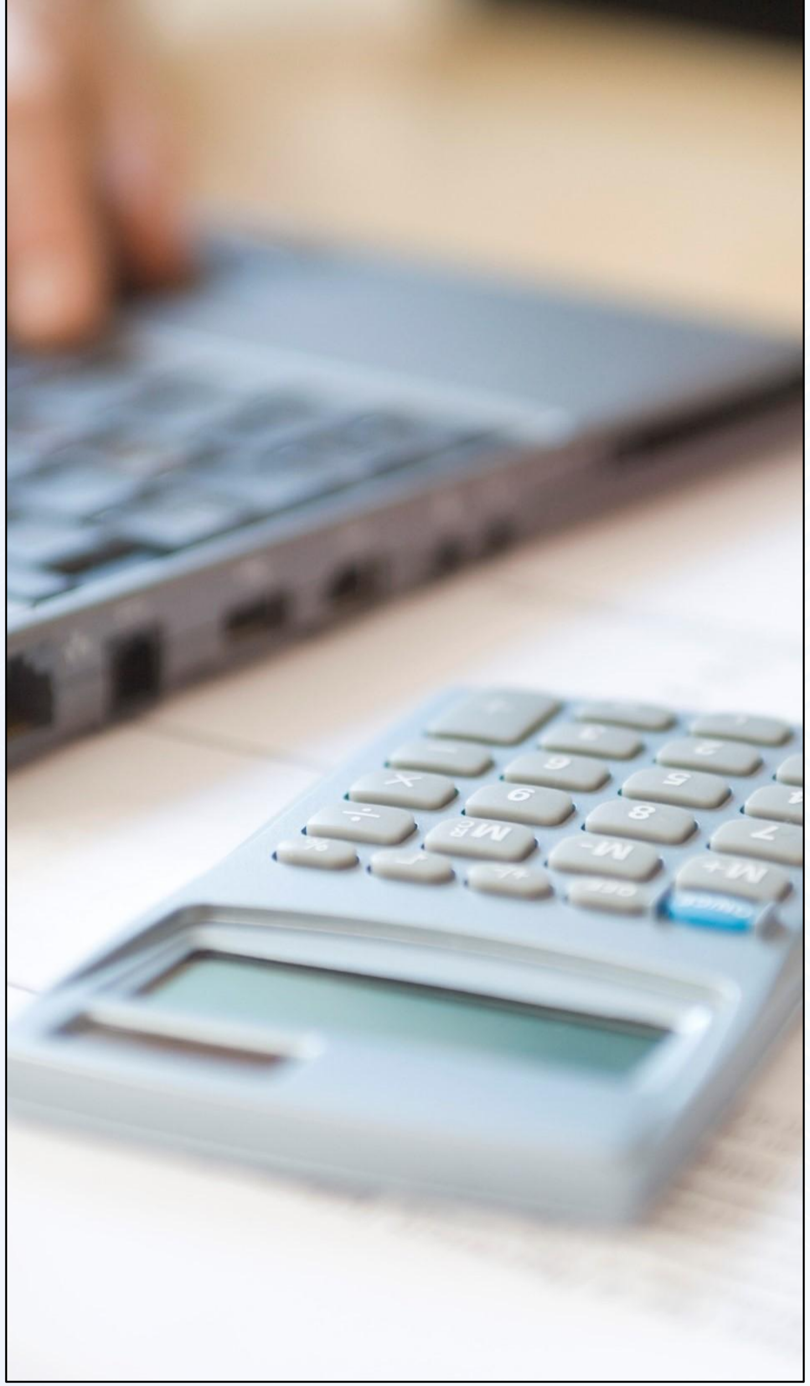
Understanding these provisions can minimize the amount of money "left on the table."



Timing of Payments to a Withdrawing Partner

Issues for Consideration:

- What payments is a withdrawing partner entitled to under her partnership agreement?
- Does a withdrawing partner forego any types of payments based upon when she provides her notice of resignation/withdrawal?
- When is the final distribution for the fiscal year paid? Is it paid in a lump-sum or in installments?
- When are bonuses paid?



Return of Capital

Issues for consideration:

- Over what period of time is the capital returned?
- Lump sum vs. installment payments
- Is interest earned?
- These provisions can sometimes be negotiated.
- Read carefully; agreements vary.

How Does the Return of Capital Impact the Timing of a Move?

Scenario:

- Current Firm pays capital contribution back over time.
- New Firm requires immediate up-front payment?

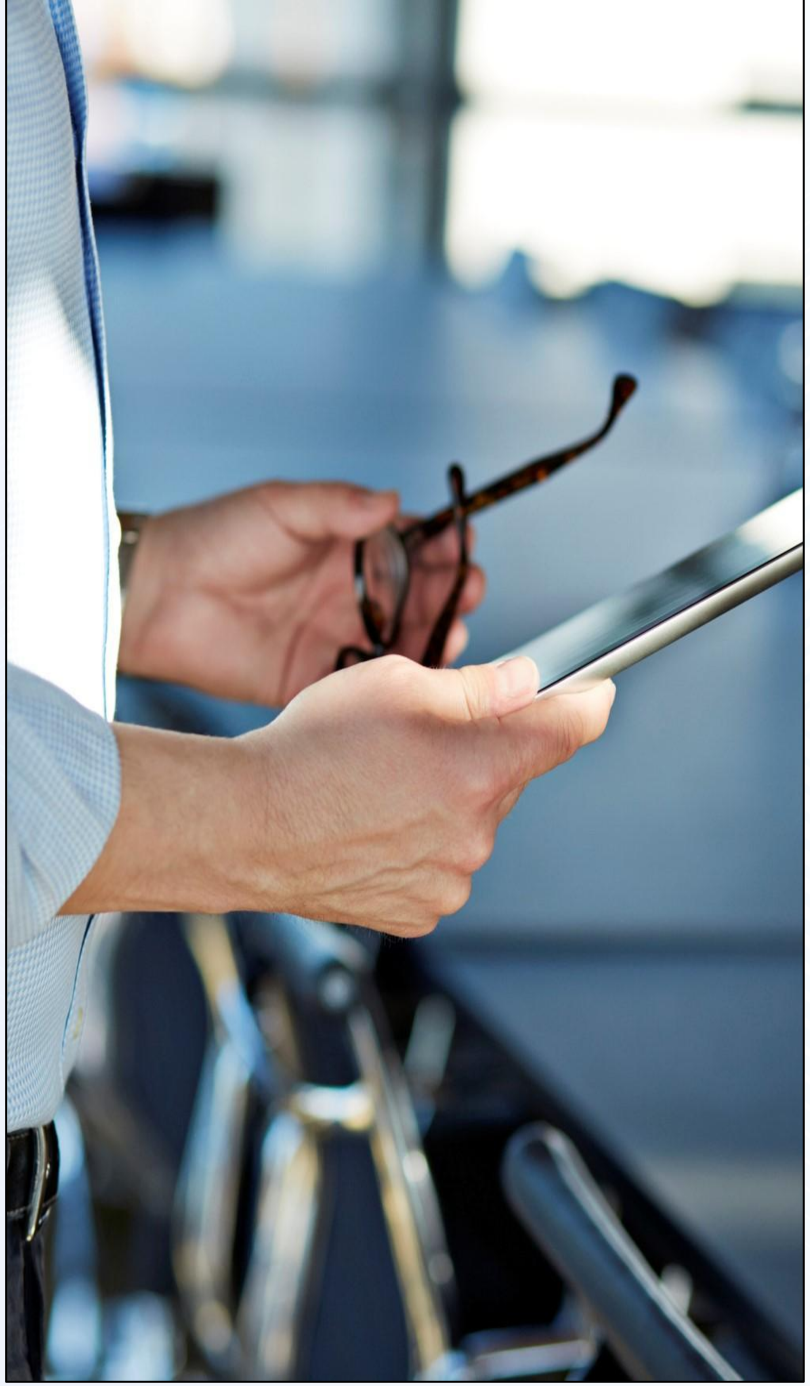
How best to handle this situation?

Does the Partnership Agreement Have a Claw Back Provision?

What is a claw back provision?

Answer: *It is a contractual provision that requires the return of money that has already been paid out under certain conditions.*

Issue for Consideration: Equity Partners are owners of the firm and the draws received throughout the year are merely "advances" on their share of the year-end firm profits.

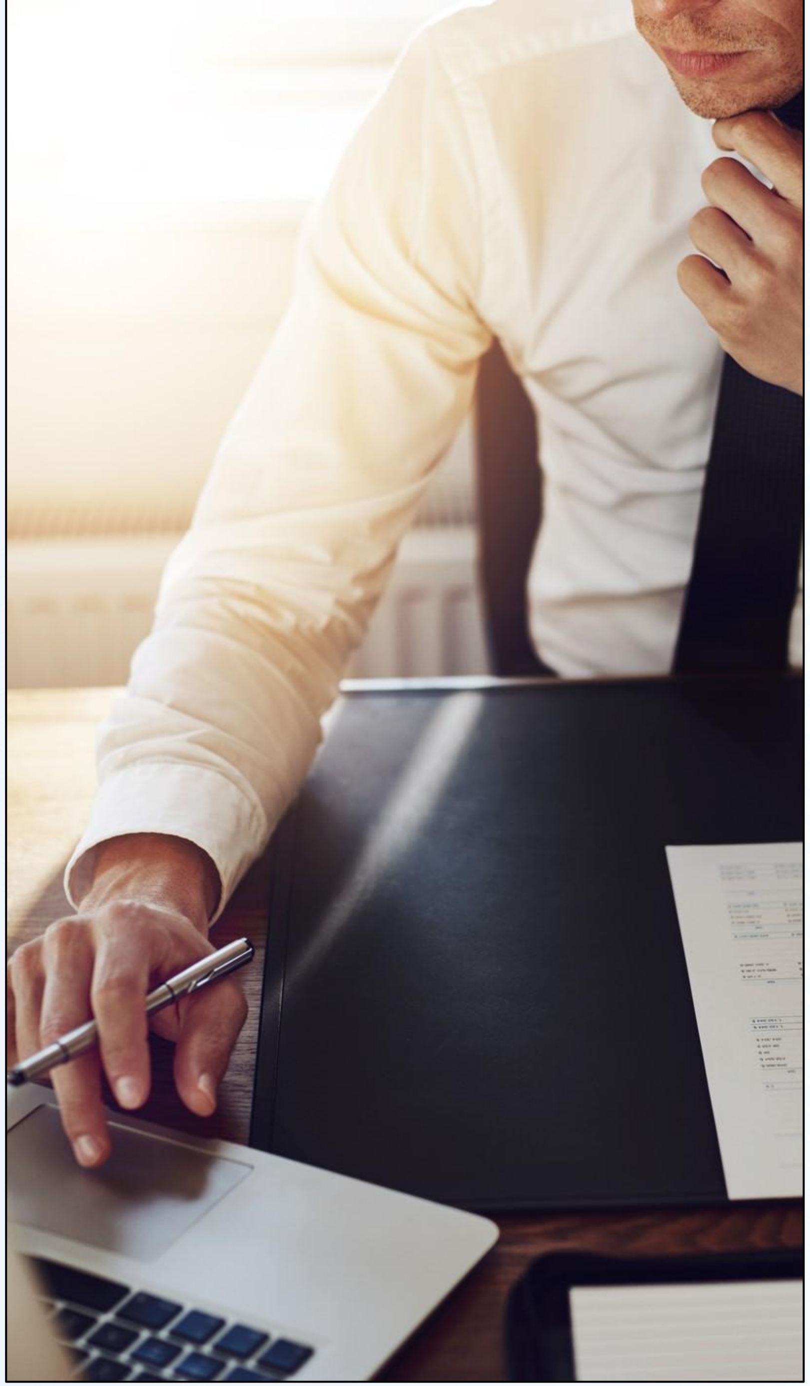


Does the Partnership Agreement Have a Setoff Provision?

What is a setoff provision?

Answer: *It allows one party to deduct an amount it owes from what it is owed by the other party.*

Issue for consideration: Does the agreement allow for setoffs of outstanding accounts receivable?



Does the Partnership Agreement Have a Forfeiture Provision?

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What is a forfeiture provision?

Answer: *It provides that a party in a contract may lose something to the other party under certain circumstances.*

Issues for consideration:
Does the agreement have a forfeiture of:

- Capital
- Bonus
- Profits

Financial Disincentive Provisions

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What are they?

- Claw back provisions
- Setoff for outstanding AR
- Forfeiture of capital if attorney leaves or competes prior to set date

Financial disincentive provisions provide that a departing partner’s deferred compensation or equity interest will be reduced if the partner competes with the former firm.

Purpose

These provisions discourage competition through harsh penalties and compensate firms for their financial losses.

Are they enforceable?

Courts are split on the enforceability of financial disincentive agreements.

- Majority view: they are not enforceable because restricting a departing partner’s right to practice law and a client’s right to select an attorney is contrary to public policy and the Professional Rules of Ethics.

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Model Rule of Professional Conduct 5.6

"Restrictions on Right to Practice"

"A lawyer shall not participate in offering or making: (a) a partnership, shareholders, operating, employment, or other similar type of agreement that restricts the rights of a lawyer to practice after termination of the relationship, except an agreement concerning benefits upon retirement…."

States Following the Majority View

- Alabama
- Illinois
- Iowa
- Massachusetts
- New Jersey
- New York
- Oregon
- Tennessee
- Texas

States Following the Minority View

- California
- Pennsylvania
- Wisconsin

Majority View Case Illustrations

***Cohen v. Lord, Day & Lord*, 75 N.Y.2d 95 (1989):**

provision in partnership agreement that entitled departing partners to their share of the firm's unpaid and unbilled fees at the time of departure ***unless*** the partner continued to practice law in any state in which the partnership maintained an office was void as against public policy.

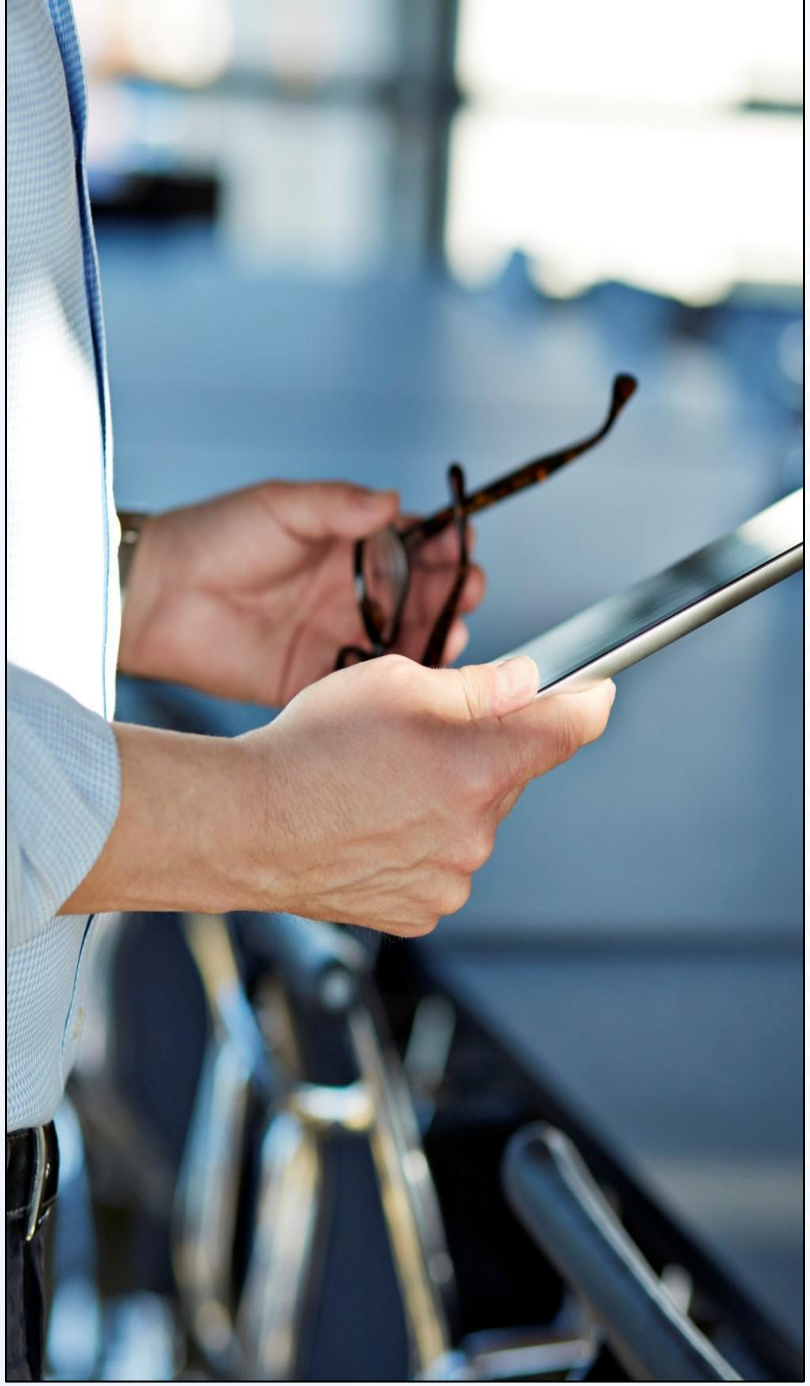
***Stevens v. Rooks Pitts & Poust*, 289 Ill. App. 3d 991(1st Dist. 1997):**

financial disincentive provision was unenforceable because it was against public policy, reasoning while Illinois courts employ a reasonableness test as to noncompetition clauses for other professions, Illinois law provided little basis for allowing lawyer noncompetition clauses, particularly since Rule 5.6 of the Code became effective.

Firm Notice Periods

What is a notice provision?

- It specifies how many days before the withdrawal a partner must provide notice.
- It states to whom notice must be given.
- It specifies whether management may accelerate the departure date.



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Tension with **ABA Model Rule 5.6**:

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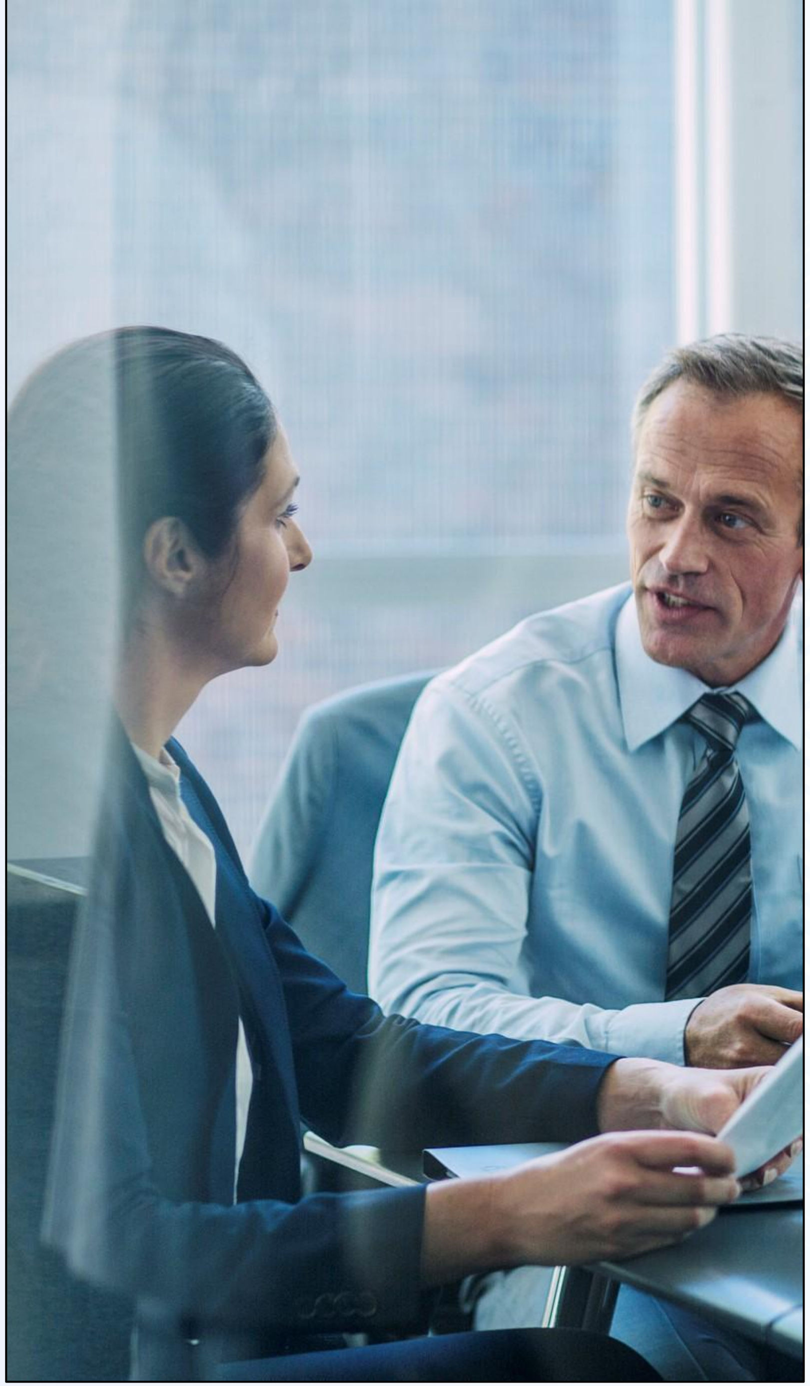
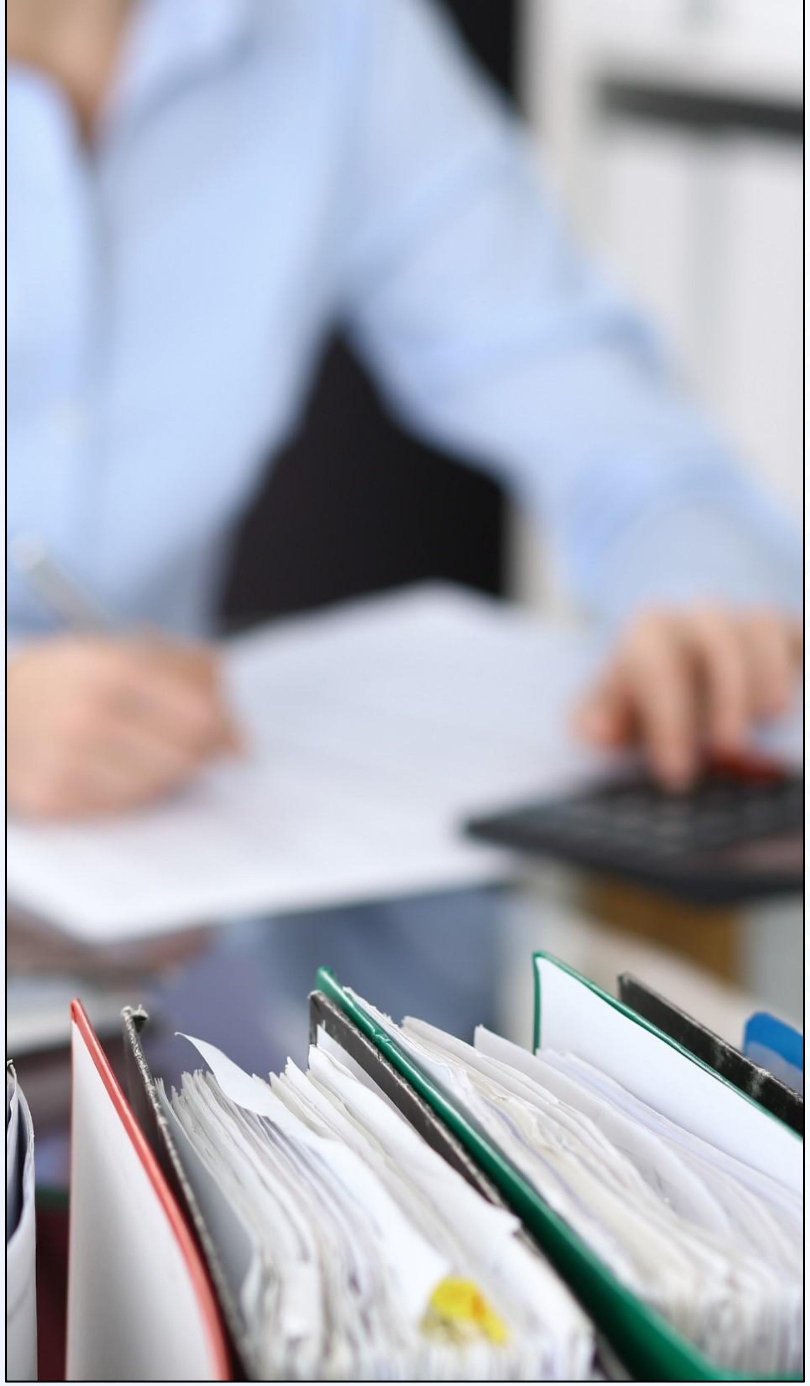


Enforceability of Firm Notice Periods

ABA Formal Opinion 489 regarding the enforceability of notice periods provides:

If they would affect a client's choice of counsel or serve as a financial disincentive to a competitive departure, the notification period may violate Rule 5.6.

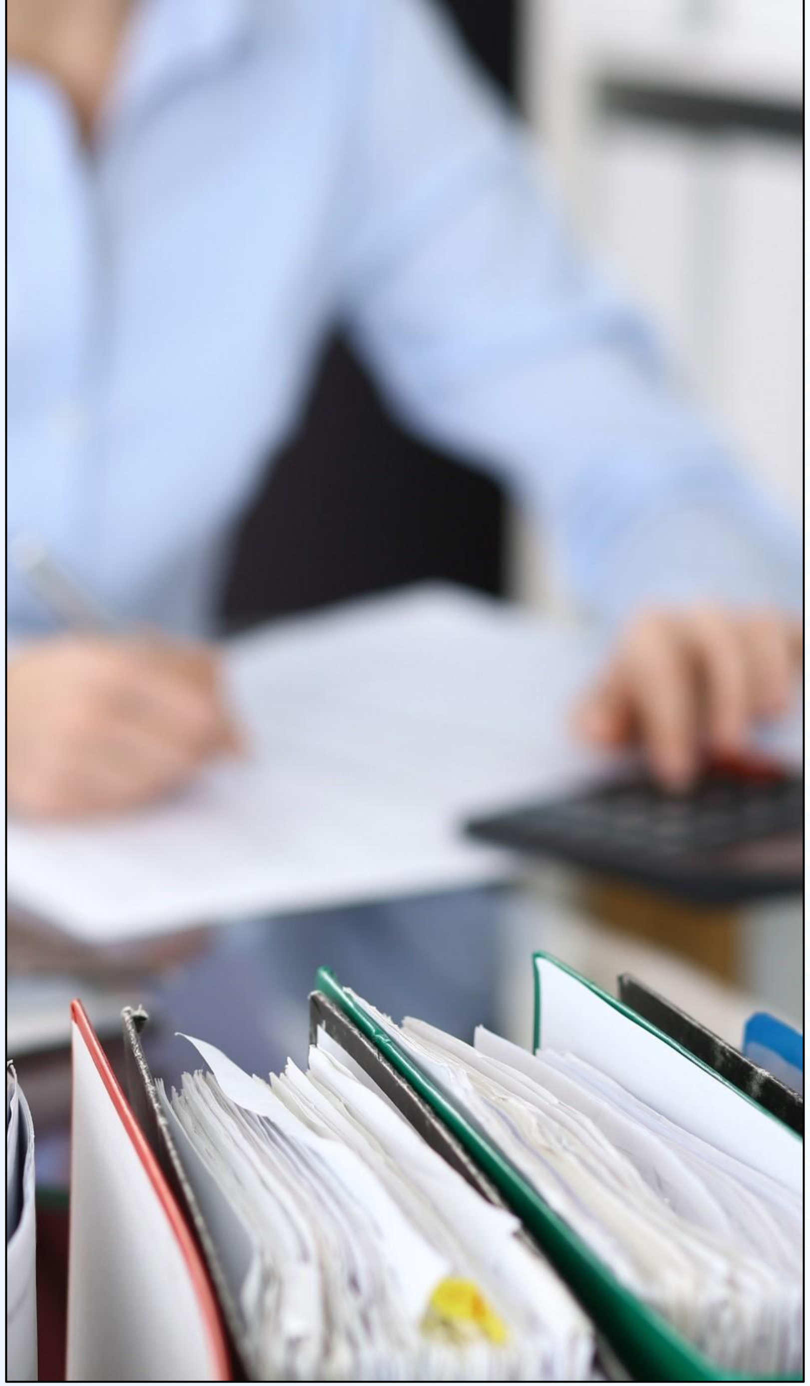
A lawyer who wishes to depart may not be held to a pre-established notice period particularly where, for example, the files are updated, client elections have been received, and the departing lawyer has agreed to cooperate post departure in final billing.



Case Law Interpreting Rule 5.6 - Enforceability Of Notice Provisions

The case law generally supports the conclusion that an attorney cannot be held to a fixed notice period and forced to work at a firm through a fixed period of time.

See e.g., Cohen v. Lord, Day & Lord, 550 N.E.2d 410, 411 (N.Y. 1989) (holding any provision that imposes a "significant monetary penalty" on an attorney who remains in private practice is the functional equivalent of a restriction on the practice of law, even though there is no express prohibition on competitive activities imposed on the withdrawing partner).



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Case Law Interpreting Rule 5.6 - Enforceability Of Notice Provisions *(cont'd)*

Pettingell v. Morrison, Mahoney & Miller, 687 N.E.2d 1237, 1238 (Mass. 1997) (reduction in payments based on the net worth of the firm)

Whiteside v. Griffis & Griffis, P.C., 902 S.W.2d 739, 741 (Tex. App. 1995) (same)

Jacob v. Norris McLaughlin & Marcus, 607 A.2d 142, 146 (N.J. 1992) (reduced payments based on annual draws)

Gray v. Martin, 663 P.2d 1285 (Or. Ct. App. 1983) (reduced share of future firm profits)

Notice Period & Its Impact on Timing of Departure

Issues for Consideration:

- Clients' needs and corresponding deadlines must come first.
- Firm may attempt to hold the partner for the full period.
- Firm may accelerate the provision and provide for an immediate release.
- The length of the notice period as it relates to the timing of payments to the withdrawing partner.

Solicitation of Clients

The partnership agreement has a client non-solicitation provision.

Question: Is it enforceable?

***Dowd & Dowd, Ltd. v. Gleason*, 352 Ill. App. 3d 365 (1st Dist. 2004)**

- Pre-resignation surreptitious "solicitation" of firm clients for a partner's personal gain is actionable
- While attorneys who are planning to leave a firm may take preliminary steps of obtaining office space and supplies, they may not commence competition, such as, solicit clients for their new venture

Solicitation of Clients *(cont'd)*

Joint written communications from the firm and departing lawyer notifying clients of the upcoming departure are preferred, but:

ABA Formal Op. 489 provides: If the firm and departing lawyer "cannot promptly agree on the terms of a joint letter, a law firm cannot prohibit the departing lawyer from soliciting firm clients."

Also, "departing lawyers need not wait to inform clients of … their impending departure, provided that the firm is informed contemporaneously."

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Client Non-Solicitation Provision & Its Impact on Timing of a Lateral Move

Issues for Consideration:

- How many clients must be informed?
- How has the firm handled communications with clients and departing attorneys historically?

Solicitation of Other Employees

The Partnership Agreement has a non-solicitation provision prohibiting solicitation of other firm employees?

Question: Is it enforceable?

Answer:

- Some firms are including non-solicitation provisions in their partnership agreements to prevent additional departures
- Overall, best practice is for departing attorneys not to solicit associates or support staff before departing
- But the rules in each state vary and counsel should be consulted to ensure proper compliance

Solicitation of Other Employees *(cont'd)*

Different states have different rules with respect to departing partners soliciting other employees of the firm

- New York provides that you can solicit your partners but not your employees. *Gibbs v. Breed, Abbott & Morgan,* 271 A.D.2d 180 (N.Y. App. Div. 1st Dep't 2000)
- Maryland provides that a departing attorney can solicit the people in your "circle of friends." *Quality Systems, Inc. Warman,* 132 F. Supp.2d 349, 354 (Md. 2001)
- Illinois provides that you may solicit partners pre-resignation but not associates or other employees. Dowd and Dowd, Ltd. v. Gleason, 352 Ill. App. 3d 365 (1st Dist. 2004)
- Virginia provides that you can solicit employees and partners out of the office and after hours. Appleton v. Bondurant & Appleton, P.C., 2005 WL 3579087, *19 (Va. Cir. Ct. 2005)

Solicitation of Other Employees & Its Impact on a Lateral Move

Issues for consideration:

- Can you make an immediate move and still meet the clients' deadlines?
- Does the new firm have the resources to immediately staff the portable business you hope to bring with you?
- When are bonuses paid to others that you may want to solicit after you join the new firm?

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- Qualified Candidates prefer & trust the NLR's more <u>exclusive</u> job board experience
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Part #3

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The Offer Letter

THE QUESTION: What should it contain?

- Salary
- Bonus
- Position Offered/ Title
- Leadership role
- Capital Contribution amount and timing
- Benefit information
- Other details???

The Offer Letter

THE ANSWER:

It should contain all the "must-haves."

But it should also be tailored to the specific candidate's needs.

Tailoring the Offer Letter to the Candidate's Needs

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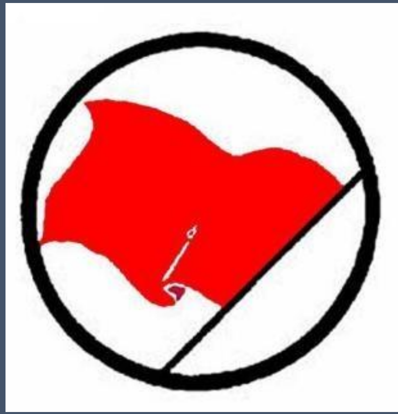
If the candidate routinely sponsors certain marketing events every year: include in the offer letter

If the candidate is being hired to open a new office or grow a department; include in the offer letter

If the candidate is eligible for a bonus based upon revenue collected; make certain there is clarity as to what those metrics are and how they are calculated

Do the expectations set forth in the offer letter take into account the ramp-up period?

Red Flags



Are there situations where you do not recommend negotiating an offer?

Are there any terms/conditions you have seen in an offer letter that raise concerns?

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Negotiating Compensation

Salary/Base Compensation:

- What is the best approach?
- Who should make the ask?

Negotiating Compensation

Guarantee Periods:

- What are they?
- Why are they important?
- Who should address?

A guaranteed salary promises a floor that your salary cannot go below until the end of the Guarantee Period.

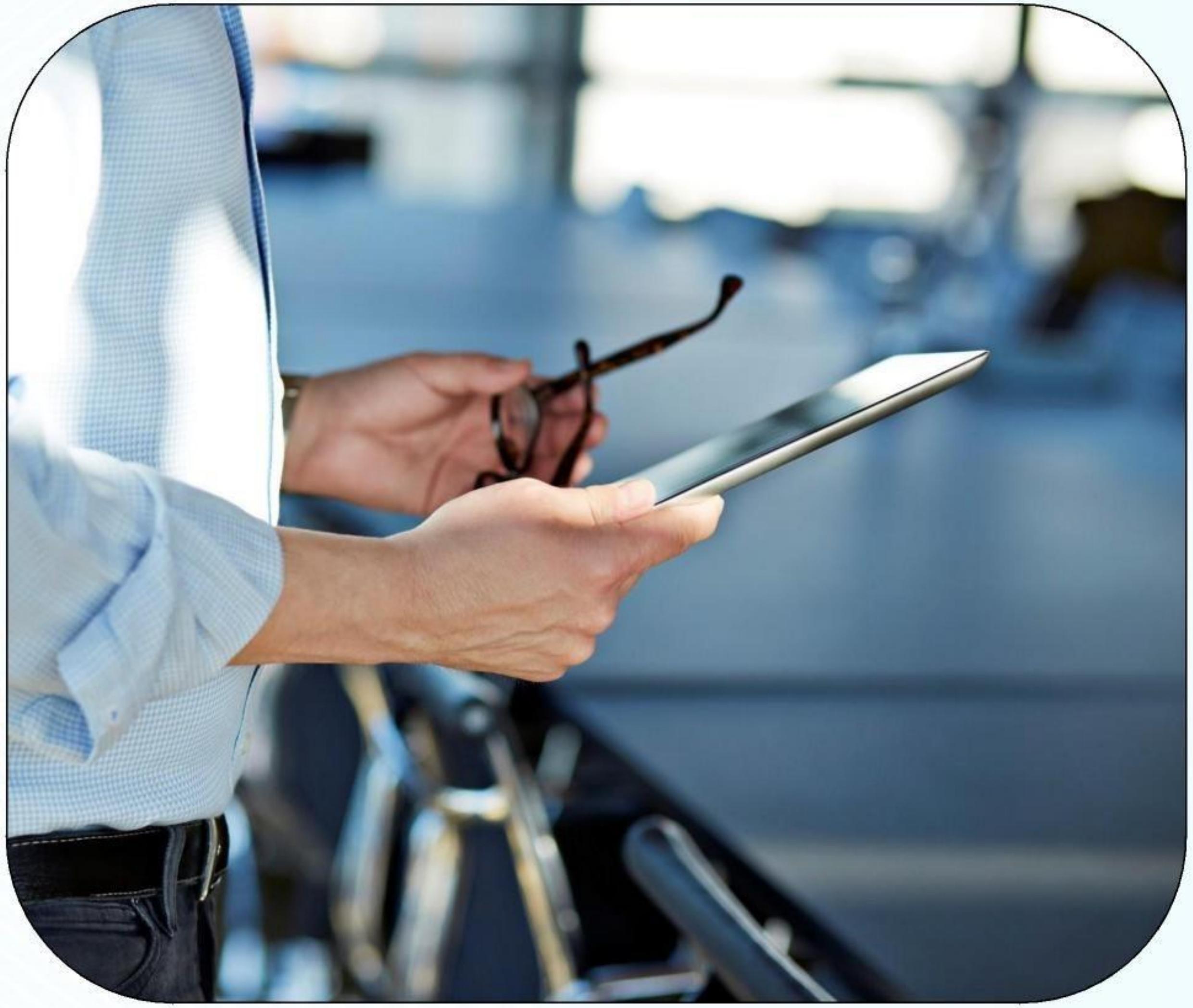
Negotiating Compensation

Bonuses:

- Type of bonus being offered
- Structuring payment (Lump sum vs. Tiered) and related implications
- Is it given outright or subject to conditions that must be achieved to avoid repayment?
- If subject to a promissory note, can the terms of the note be negotiated?

Negotiating Position/Title:

- Equity vs non-equity positions
- Leadership roles
- Budgets for titles/roles



Negotiating Billing Rates

- Rates have continued to increase
- Big dollars are at stake
- Tension between making an "up-market"

move while maintaining control of the hourly

rates

Origination Credit:

The lateral candidate and the firm the candidate may be joining both represent the same client.

How should origination credit be handled in that scenario?

Documents to Request When Considering an Offer

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- Partnership Agreement of the New Firm
- Benefits Information
- Capital Contribution Information/Loan Documents
- Promissory Note, if applicable
- Firm's Financial Information
- Any other documents/policies referenced in offer letter
- Others??

Other issues for consideration

What type of a move is it?

- Individual partner move versus group move
- Group moves may require the need for additional provisions/separate documentation.

Indemnification

- What is it?
- Why is important to consider?
- Who should raise the issue and when?

APPENDIX

ABA Model Rules of Professional Conduct

Rule 1.4 – Communication

Summary:

- Requires a lawyer to keep clients reasonably informed about the status of their matter and to promptly comply with reasonable requests for information.

Practical Application:

- An attorney considering a lateral move must ensure clients are informed—at the appropriate time—about the implications of the move. This includes notifying clients once the firm has been informed, preferably via a joint letter, and providing sufficient detail for clients to make an informed decision.

Rule 1.5 – Fees

Summary:

- Prohibits unreasonable fees and mandates that the basis of fees be communicated to the client, preferably in writing.

Practical Application:

- In the context of a move, fee arrangements must be clearly communicated if a client transitions with the attorney. Differences in billing rates or fee structures between firms must be disclosed and consented to by the client.

Rule 1.6 – Confidentiality of Information

Summary:

- Prohibits a lawyer from revealing information relating to the representation of a client unless the client gives informed consent or the disclosure is otherwise permitted.

Practical Application:

- When interviewing with a new firm, an attorney must be extremely careful not to disclose confidential client information. General client names and matter types may be shared for conflict checks, but sensitive details should not be revealed without appropriate safeguards.

Rule 1.7 – Conflicts of Interest: Current Clients

Summary:

- A lawyer shall not represent a client if there's a concurrent conflict of interest, unless specific conditions are met (e.g., informed consent).

Practical Application:

- Before moving firms, attorneys must evaluate whether the new firm's client base creates conflicts with current clients, and determine if waivers are required.

Rule 1.9 – Duties to Former Clients

Summary:

- A lawyer cannot represent a new client in a matter that is materially adverse to a former client in the same or a substantially related matter unless the former client gives informed consent.

Practical Application:

- Attorneys must review whether any of their former matters would create disqualifying conflicts at the new firm. Screening may be necessary.

Rule 1.10 – Imputation of Conflicts of Interest: General Rule

Summary:

- Conflicts of one lawyer in a firm are generally imputed to all other lawyers unless timely screening is implemented.

Practical Application:

- Firms hiring a lateral attorney must assess potential imputed conflicts. Screening processes must be established early to avoid disqualification from key matters.

Rule 1.15 – Safekeeping Property

Summary:

- A lawyer must hold client property separate from the lawyer's own property and keep complete records.

Practical Application:

- If a client follows a departing attorney, the transfer of funds or property (e.g., retainers, escrow) must be handled with full transparency, accounting, and appropriate client consent.

Rule 1.16 – Declining or Terminating Representation

Summary:

- Outlines when a lawyer must or may withdraw from representation and sets duties upon termination (e.g., notice, returning files).

Practical Application:

- Attorneys must withdraw in a way that avoids material adverse effects. Clients should be supported through the transition whether they stay with the firm or move with the attorney.

Rule 1.18 – Duties to Prospective Clients

Summary:

- Even absent a formal engagement, lawyers owe limited duties to prospective clients, including confidentiality.

Practical Application:

- An attorney must limit disclosure when interviewing with firms. Careless communication may create unintended conflicts or bar future representations.

Rule 5.3 – Responsibilities Regarding Nonlawyer Assistance

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Summary:

- Lawyers must ensure that nonlawyers (e.g., staff, recruiters) act in accordance with professional obligations.

Practical Application:

- During a lateral move, lawyers must prevent staff or recruiters from improperly disclosing client or firm information. Delegated tasks must be ethically supervised.

Rule 5.6 – Restrictions on Right to Practice

Summary:

- Prohibits employment or partnership agreements that restrict a lawyer's right to practice after leaving a firm, except for retirement benefits.

Practical Application:

- Non-compete and non-solicit clauses are generally unenforceable. Lawyers must understand their rights and challenge overly restrictive provisions that impede client choice or mobility.

Questions or Comments?

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Meet The Faculty

Dan Binstock - dbinstock@g-s.com

Dan Binstock is a partner at Garrison & Sisson. With an extensive network and track record placing partners, high-level government attorneys, and practice groups, he connects candidates and law firms in a highly efficient and discreet manner.

-Dan has brokered some of the most significant lateral partner and/or practice group placements.

-Dan is the founder and editor of lateralpartners.com, a detailed guide on lateral partner recruiting.

-LawDragon has named Dan one of the Top 100 Legal Consultants and Strategists for the past six consecutive years (see interview).

-Dan authored "The Attorney's Guide to Using (or Not Using) Legal Recruiters: Answers to Important Questions Most Attorneys Don't Know to Ask … But Should" (2015).

Alex Edelman - alex@kleinlandau.com

Alex works with all types of lawyers, he specializes in representing regulatory attorneys and practice groups and is one of the leading recruiters in the global trade and national security practice area. Over the last few years Alex has placed a number of regulatory practice groups, partners, and associates at a variety of firms, including a Magic Circle firm, an AmLaw 50 Global firm, and an elite AmLaw 200 firm.

Alex graduated from The University of Vermont with a degree in Political Science and English. He is a native of the Washington, D.C. area. Additionally, Alex is an accomplished photojournalist who works for major wire services.

Alex's notable representations include:

Represented a multi-partner, Chambers ranked, International Trade and National Security practice group in their move to an Am Law 20 firm in Washington, D.C.

Represented a Chambers ranked International Trade and National Security partner with her move to an Am Law 100 firm in Washington, D.C. Read More

Jonathan Friedland – jfriedland@muchlaw.com

Summary

- Corporate structuring and restructuring attorney with nearly 30 years of experience advising companies, boards of directors, owners, and other stakeholders in various contexts, including distressed, bankrupt, and special situations.
- Represented and advised clients in 150+ transactions and litigation across various industries.
- Serial entrepreneur who understands business from the business person's perspective.
- Consistently ranks as a top business law attorney in various surveys, holding the highest possible ratings from Martindale-Hubbell (AV® Preeminent™), AVVO (10/10), and Justia (10/10). Has repeatedly been recognized as a "Super Lawyer" in multiple practice areas, including Business/Corporate Law and Bankruptcy/Creditor/Debtor Rights, named a "Leading Lawyer" by Leading Lawyers Magazine several times, and selected for inclusion in The Best Lawyers in America® for exceptional work in Corporate Law.
- Admitted to the bars (each by exam) in New York, Illinois, Arizona, and New Jersey.

Thought Leadership Examples

- Principal Author and Editor-In-Chief, Commercial Bankruptcy Litigation & Strategic Alternatives for and Against Distressed Businesses (each published annually by Thomson Reuters)
- Author of 100+ articles and speaker at 100+ events. Examples here.

Academics

- Clayton Center for Entrepreneurial Law Visiting Professor at the University of Tennessee College of Law.
- Adjunct Professor of Strategic Management, University of Chicago Graduate School of Business (co-taught with Jamie Sprayregen).
- JD from the University of Pennsylvania, followed by a one-year federal court clerkship; B.S. in Business Administration (magna cum laude in three years) from Albany State University. Read More

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Brock Naeve is the founder and CEO of Affirm Partners, where he specializes in high-impact human capital moves for the world's leading law firms and private funds, including partner/group and GC placements, office openings and key practice expansions across geographies.

Brock began his career as an M&A attorney at Latham & Watkins LLP, advising on complex transactions across the energy, industrials, and broader corporate sectors. He later held both legal and investment roles at a real estate-focused private equity firm and separately co-founded and successfully exited an oil and gas operator.

He earned his JD, BBA (Finance) and BA (Economics) at The University of Texas. While at UT, Brock served as Editor-in-Chief of The Texas Journal of Oil, Gas, and Energy Law and President of the BBA Energy Finance Group and was elected to the Texas Friar Society. Read More

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Tina Solis advises businesses on issues involving trade secrets, unfair competition and complex commercial litigation in state and federal courts. She also counsels lawyers and law firms on professional responsibility issues. Tina regularly represents regulators in federal court litigation related to the failure of banks.

Tina is also leader of the firm’s Financial Institutions & Banking Disputes team, which represents institutions and individuals in a full range of civil litigation, enforcement matters, Financial Industry Regulatory Authority (FINRA) arbitrations, and compliance investigations on issues such as consumer protection, fair lending, anti-money laundering, and violations of fiduciary duties.

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