



Burnout & Practical Self-Care for the Busy Lawyer

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Different Strokes for Different Folks

- ★ I'm Me and You're You - And we need different plans



Different Strokes for Different Folks

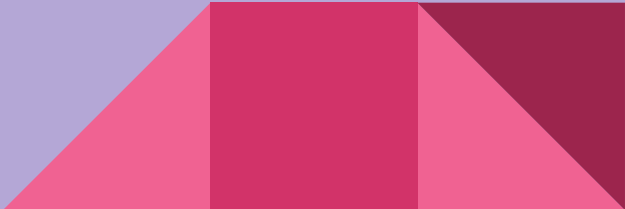
★ Meditation - Does it work for you? Great!

- Does it work for me? NO! (And that's okay too)

★ Travel!

- Who has the time?
- Maybe you don't like it? That's alright!

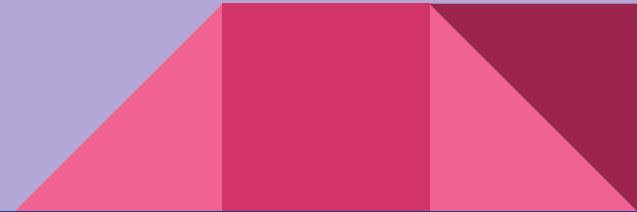
★ Healthy Food, Sleep and Exercise - You Probably Need to Be a Morning Person (Guess What - I'm NOT)

- Not when I have an 8:30 a.m. court appearance
 - Not in the Las Vegas Summer
 - Can we add a few extra hours to the night?
- 

Different Strokes for Different Folks

So:

What Do We Do When You Can't Have It All?

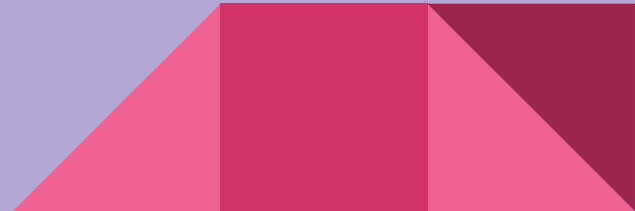


Why It Matters

- Your Health
- Your Competence
- Your Relationships

And sometimes:

- Your Life or Someone Else's



Who? What? Where? When? How?

★ Burnout?

- Psychological syndrome emerging as a prolonged response to chronic interpersonal stressors on the job.
- Three key dimensions: overwhelming exhaustion, feelings of cynicism and detachment, sense of ineffectiveness and lack of accomplishment.
- Clearly places an individual stress experience within a social context.
- Involves a person's concept of both themselves and others.

★ Vicarious/Secondary trauma?

- Indirect exposure to traumatic content through hearing or witnessing another's experiences.
- Can cause a gradual lessening of compassion over time.
- An occupational challenge for people working and volunteering in victim services, law enforcement, emergency medical services, mental health, and other allied professions.

★ Compassion fatigue?

- Indifference to appeals from those who are suffering, experienced as a result of the frequency or number of such appeals.
- The cost of caring for others or for their emotional pain, resulting from the desire to help relieve the suffering of others.

Why?

Individual lawyers have a duty of self-care, **AND**:

“taking effective action to protect yourself from indirect trauma is an important part of professional development and maintaining professional competence.”

While some of the measures are broad principles, which may seem facile to a cynical lawyer (e.g. ‘Take care of yourself’ and ‘Look after your physical and mental well-being’), the point is that lawyers generally *do not* take care of themselves, which is why many are vulnerable to indirect trauma.

Many studies on lawyer well-being confirm a tendency to over-work and adopt bad habits to cope with work stress, including alcohol and drug abuse as well as poor diet, sleep and fitness regimes, and many lose contact with supportive friends and community due to the pressures of work.

Most supported is a **four-step process**: 1) enhanced self-awareness; 2) committing to addressing the stress; 3) making a personal plan of action; and 4) following through with action (Sansbury, Graves, & Scott, 2015)

Mindfulness - “Know Thyself”



NOTICE/OBSERVE



PRESENT
MOMENT



NONJUDGMENTAL

Enhancing self-awareness enables us to:

- ★ recognize our thoughts and feelings about a client's trauma
- ★ normalize and validate those reactions internally
- ★ discover what works for us, since a strategy that helps one lawyer may not work for another

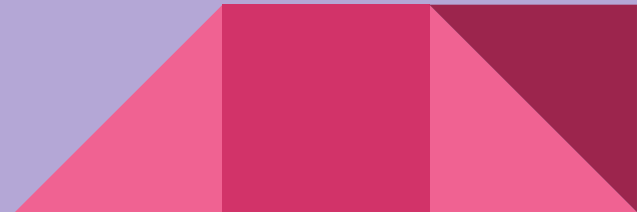
“Negative emotions are like waves- they rise up to their peak and then fall and fade away.

We avoid negative emotions because they feel so bad, but also because they can sometimes feel like they will stay forever.”

SELF-CARE

Activities and practices that we can engage in on a regular basis to reduce stress and maintain and enhance our short- and longer-term health and well-being.

So? Self-care is what we do about how we feel.



Do You Need Your Inhaler?



vs.



Prevention Inhaler

Self-Care Assessment Tool

- actively choosing to make time for your wellness in the ways that work best for you
- can be as simple as doing things each day that bring you joy
- works best when it feels like a natural part of our schedule.

Physical Self-Care

1. Having a balanced diet
2. Going to sleep at the same time each night
3. Getting enough sleep
4. Being active

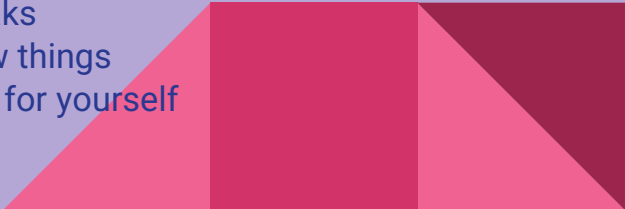
Practice Emotional Self-Care

1. Practice positive thinking
2. Journaling
3. Practicing mindfulness or meditation
4. Listening to your favorite song
5. Talking to your therapist

Social Self-Care

1. Calling a friend
2. Laughing with a friend
3. Asking for help
4. Spending time with friends

Professional Self-Care

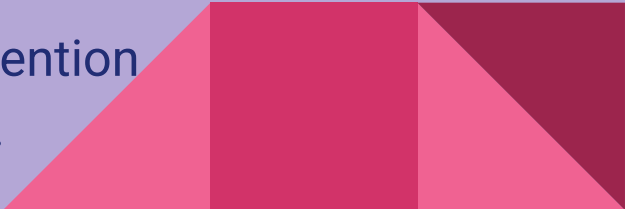
1. Take breaks
 2. Learn new things
 3. Advocate for yourself
- 



Okay But Actually...

Hot Tips!

Quick And Easy Alternatives to the Usual Ideas

- ★ Stroll down memory lane (guided imagery & visualization)
 - ★ 5 minutes/5 senses (not just for anxiety) (5-4-3-2-1 game)
 - ★ Demarcation moment (work brain/home brain) (transition & ritual)
 - ★ Get outside
 - ★ Reframing repetitive automatic negative thoughts (RANTs) into realistic empowering perspectives (REPs)
 - ★ Limit social media
 - ★ Trade in “I’m sorry” for “Thank you”
 - ★ Approach your pre-existing daily activities with intention
 - ★ TAKE A DEEP BREATH. NOW TAKE THREE MORE.
- 

Effective Self-Compassion

Self-compassion is an antidote to shame.

If shame disconnects and leaves us feeling unworthy, self-compassion connects us to ourselves and to others while helping us feel more human.

Shame -> increased cortisol and adrenaline, leaves us stuck in a threat-response.

Self-compassion -> **decreased cortisol and release of dopamine and oxytocin** to help the body feel more relaxed and open.

Essentially talking with ourselves and being with ourselves as we would be with a good friend who is having a hard time—with warmth, understanding, and kindness.

<https://self-compassion.org/self-compassion-practices/#guided-practices>.

Look out for common humanity around you.

Try on a couple self-kindness phrases.



Recognizing Burnout in Yourself

Maslach Burnout Inventory

Questions	Never	A few times per year	Once a month	A few times per month	Once a week	A few times per week	Every day
SECTION A	0	1	2	3	4	5	6
I feel emotionally drained by my work.							
Working with people all day long requires a great deal of effort.							
I feel like my work is breaking me down.							
I feel frustrated by my work.							
I feel I work too hard at my job.							
It stresses me too much to work in direct contact with people.							
I feel like I'm at the end of my rope.							
Total score – SECTION A							

Questions	Never	A few times per year	Once a month	A few times per month	Once a week	A few times per week	Every day
SECTION B	0	1	2	3	4	5	6
I feel I look after certain patients/clients impersonally, as if they are objects.							
I feel tired when I get up in the morning and have to face another day at work.							
I have the impression that my patients/clients make me responsible for some of their problems.							
I am at the end of my patience at the end of my work day.							
I really don't care about what happens to some of my patients/clients.							
I have become more insensitive to people since I've been working.							
I'm afraid that this job is making me uncaring.							
Total score – SECTION B							

Questions	Never	A few times per year	Once a month	A few times per month	Once a week	A few times per week	Every day
SECTION C	0	1	2	3	4	5	6
I accomplish many worthwhile things in this job.							
I feel full of energy.							
I am easily able to understand what my patients/clients feel.							
I look after my patients'/clients' problems very effectively.							
In my work, I handle emotional problems very calmly.							
Through my work, I feel that I have a positive influence on people.							
I am easily able to create a relaxed atmosphere with my patients/clients.							
I feel refreshed when I have been close to my patients/clients at work.							
Total score – SECTION C							

Burnout

Caused by prolonged levels of chronic stress and pressure, which can come from work or home demands. It can also be caused by personality traits, such as perfectionism, a pessimistic view of yourself and the world, and a need to be in control.

★ Physical symptoms

- Headaches, stomachaches, intestinal issues, fatigue, frequent illness, changes in appetite or sleep

★ Emotional symptoms

- Helplessness, cynicism, sense of failure or self-doubt, decreased satisfaction, feeling detached or alone in the world, loss of motivation

★ Behavioral symptoms

- Reduced performance in everyday tasks, withdrawal or isolation, procrastination, outbursts, using substances to cope, taking frustrations out on others, skipping work or coming in late and leaving early

SCORING RESULTS - INTERPRETATION

Section A: Burnout

Burnout (or depressive anxiety syndrome): Testifies to fatigue at the very idea of work, chronic fatigue, trouble sleeping, physical problems. For the MBI, as well as for most authors, "exhaustion would be the key component of the syndrome." Unlike depression, the problems disappear outside work.

- Total 17 or less: Low-level burnout
- Total between 18 and 29 inclusive: Moderate burnout
- Total over 30: High-level burnout

Section B: Depersonalization

"Depersonalization" (or loss of empathy): Rather a "dehumanization" in interpersonal relations. The notion of detachment is excessive, leading to cynicism with negative attitudes with regard to patients or colleagues, feeling of guilt, avoidance of social contacts and withdrawing into oneself. The professional blocks the empathy he can show to his patients and/or colleagues.

- Total 5 or less: Low-level burnout
- Total between 6 and 11 inclusive: Moderate burnout
- Total of 12 and greater: High-level burnout

Section C: Personal Achievement

The reduction of personal achievement: The individual assesses himself negatively, feels he is unable to move the situation forward. This component represents the demotivating effects of a difficult, repetitive situation leading to failure despite efforts. The person begins to doubt his genuine abilities to accomplish things. This aspect is a consequence of the first two.

- Total 33 or less: High-level burnout
- Total between 34 and 39 inclusive: Moderate burnout
- Total greater than 40: Low-level burnout

A high score in the first two sections and a low score in the last section may indicate burnout.

Rescue Inhaler

Addressing Burnout

Daily Recovery:

- More frequent short breaks are better than one long annual vacation.
- Daily recovery periods are more important and effective than weekly, or less frequent, recovery periods.

Work-Home Interference:

- Stop receiving text messages about work after work hours.
- Stop actively checking work email after work hours.

Stay on the Couch!

- ★ Social activities improved physical vigor, cognitive liveliness, and recovery
 - spending time with friends and family at home or outside of the home; taking part in social activities with other people outside of the home
- ★ Low-cost activities improved physical vigor and cognitive liveliness, but not feelings of recovery
 - lying on the couch, watching tv, doing nothing, napping
- ★ Physical activities showed no improvement for any of the three outcome variables
 - participating in sports, yoga, or exercise



Once You've Put Your Oxygen Mask On...

Recognizing Burnout in Others

Passive Burnout:

- ★ **Internal passive** - weariness accompanied by feelings of inadequacy and sadness, feelings of hopelessness and anxiety, and personalizing failure. May manifest as gloominess, language clues around feeling resigned, accompanied by a low tone, audible sighs, and slight head shaking.
- ★ **External passive** - lowered usual standards of performance, withdrawn effort, relaxing the rules, missing deadlines, or expressing more cynicism. Expressing apathy. Extreme avoidance behaviors, such as sidestepping interactions with coworkers, not speaking up about an idea or when something's wrong, or letting problems slip by.

Active Burnout:

- ★ **Internal active** - negative coping tactics like adopting unhealthy eating and drinking habits or neglecting healthy routines like workouts and hobbies, absences from work.
- ★ **External active** - easily annoyed and expressing impatience and discontent. For some employees, these behaviors are standard fare, but they may indicate burnout in people who are usually patient and diplomatic.

How to Help

- ★ Offer emotional support
- ★ Be safe, empathetic, and non-judgmental
- ★ Validate their experience
- ★ Most practical step: helping with tasks
- ★ Encourage breaks
- ★ Check in regularly

What Not to Do

- Minimise their feelings
- Blame or criticise
- Offer unsolicited advice
- Pressure to perform
- Compare experiences
- Gossip about the situation



Make a SMART Self-Care Plan



OCCUPATIONAL



DATE	TIME	EVENT	DURATION	STATUS
23	09:00	MEETING	1.00	CONFIRMED
23	10:00	PLANNING	1.00	PENDING
23	11:00	WORKING	1.00	CONFIRMED
23	12:00	LUNCH	1.00	CONFIRMED
23	13:00	WORKING	1.00	CONFIRMED
23	14:00	WORKING	1.00	CONFIRMED
23	15:00	WORKING	1.00	CONFIRMED
23	16:00	WORKING	1.00	CONFIRMED
23	17:00	WORKING	1.00	CONFIRMED



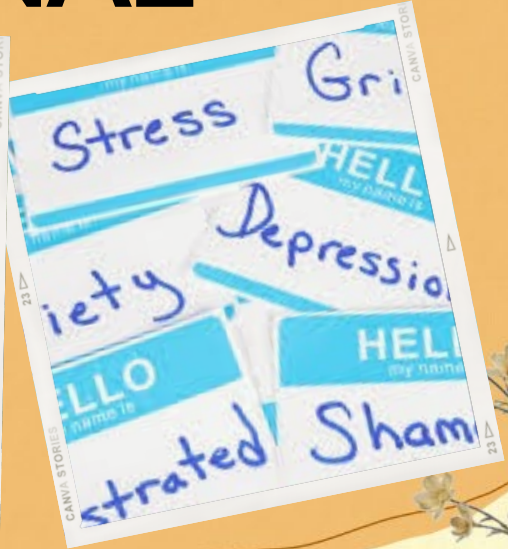


SPIRITUAL





EMOTIONAL



MAKE YOUR GOALS



Setting goals can be a great way to challenge yourself to make healthy lifestyle changes. Set yourself up for success by making your goals SMART!

SPECIFIC

What is your goal?

MEASURABLE

How will you keep track of your progress?

ATTAINABLE

How will you achieve your goal?
Make a plan!

RELEVANT

How will this goal help you?

TIMELY

When will you achieve this goal?





QUESTIONS?

MAKE YOUR GOALS



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Make a plan!

RELEVANT

How will this goal help you?

TIMELY

When will you achieve this goal?



My goal is: _____

e.g. To drink more water! I will aim for 6 cups per day



I will track my progress by: _____

e.g. I will track my progress by logging how many glasses I drink each day in my phone or planner



I will achieve this goal by doing the following: _____

*e.g. 1. Keep a clear bottle with me so I can tell how much I've had
2. Set an alarm to remind myself to drink every 2 hours*



This goal helps me because: _____

e.g. This goal will help me to be healthier, have more energy, and help my skin



I will complete this goal by (date): _____

e.g. I will achieve my goal by February 15th



S M A R T GOAL

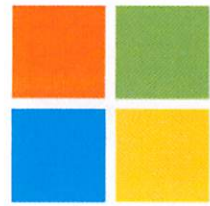
Goal:

How I will achieve my goal:

I will achieve my goal by:

S M T W T F S

SIMPLIFYING



Microsoft 365

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Diana A. Keefe



WORD



Usability

Formatting

Track Changes

Versions

Comparing Documents

Auto Text

EXCEL



Check Formulas

Simple Functions

Format Data

CSV Compatibility

THANK YOU!



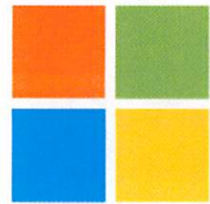
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WORD



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THANK YOU!



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Diana A. Keefe



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Phone: 775-636-8200
Attorneys for Jane Doe

**IN THE FAMILY DIVISION
OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE**

JANE DOE,
Plaintiff,

vs.

JOHN DOE,
Defendant.

CASE NO.

DEPT. NO.

TITLE OF DOCUMENT


Plaintiff, Jane Doe, through her counsel of record, _____, Esq. of Surratt Law Practice, P.C.,
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Dated: _____

_____, Esq.
Attorney for _____

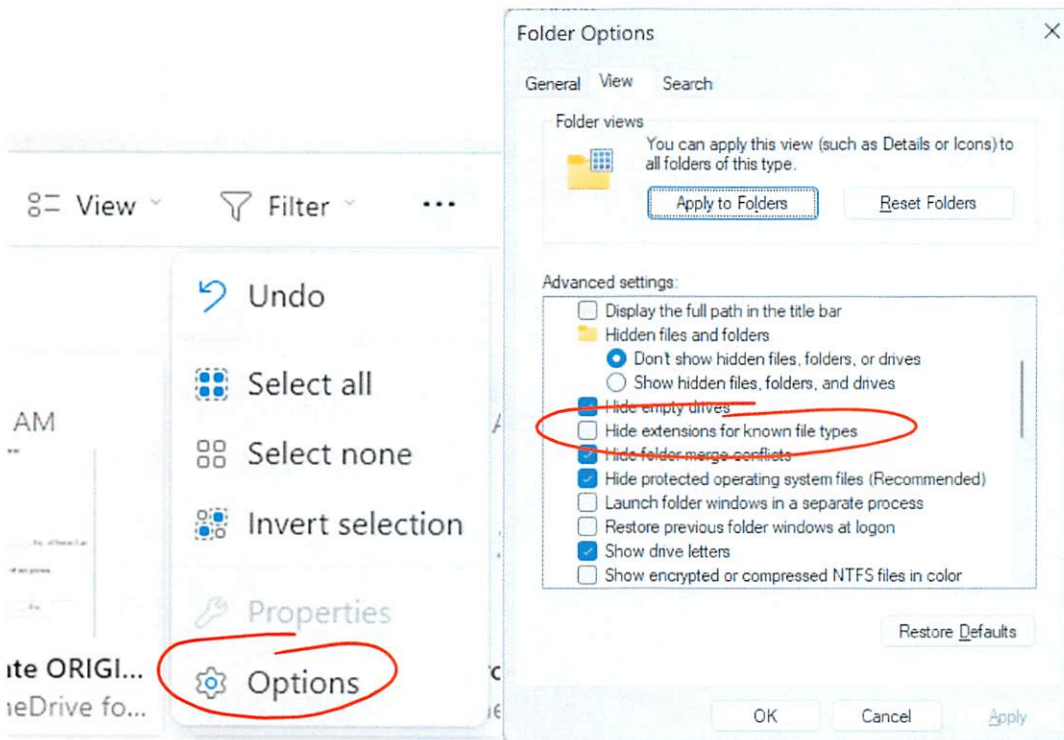
 2-File Format.docx

 2-Pleading Template.doc

 2-Pleading Template.dotx

 CSV Sample.csv

 Excel Samples.xlsx



The image shows a Windows File Explorer window with a context menu open over a folder. The context menu includes options like Undo, Select all, Select none, Invert selection, Properties, and Options. The Options option is circled in red. The Folder Options dialog box is open, showing the General tab. The 'Folder views' section has 'Apply to Folders' and 'Reset Folders' buttons. The 'Advanced settings' section has several options, with 'Hide empty drives', 'Hide extensions for known file types', and 'Hide folder merge conflicts' circled in red. The 'Options' option in the context menu and the 'Hide empty drives', 'Hide extensions for known file types', and 'Hide folder merge conflicts' options in the dialog box are circled in red.

ite ORIGI...
ieDrive fo...

Folder Options

General View Search

Folder views

You can apply this view (such as Details or Icons) to all folders of this type.

Apply to Folders Reset Folders

Advanced settings:

- Display the full path in the title bar
- Hidden files and folders
 - Don't show hidden files, folders, or drives
 - Show hidden files, folders, and drives
- Hide empty drives
- Hide extensions for known file types
- Hide folder merge conflicts
- Hide protected operating system files (Recommended)
- Launch folder windows in a separate process
- Restore previous folder windows at logon
- Show drive letters
- Show encrypted or compressed NTFS files in color

Restore Defaults

OK Cancel Apply

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9 Attorneys for Jane Doe

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7 **OF THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
8 **IN AND FOR THE COUNTY OF WASHOE**

9 JANE DOE,
10 Plaintiff,

CASE NO.

11 vs.

DEPT. NO.

12 JOHN DOE,
13 Defendant.

14 **TITLE OF DOCUMENT**

15 Plaintiff, Jane Doe, through her counsel of record, _____, Esq. of Surratt Law
16 Practice, P.C.,

17 **This document does not contain the personal information of any person.**

18 Dated: _____

19 _____, Esq.

20 Attorney for _____

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Reno, Nevada 89509
775-636-8200 Fax 775-636-8202

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Surratt Law Practice, P.C.,
3 over the age of 18, and that on the date set forth below, I served a true copy of the preceding
4 document on the party(ies) below by:

- 5 United State Mail, First Class
- 6 Personal Delivery
- 7 Courier
- 8 E-Flex, Electronic Notification System

9 addressed to:

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12 Dated: _____

14 /s/ _____
15 Paralegal

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Dated: _____

/s/ _____
Paralegal

ANY LAW PRACTICE, PC
Street Address
City, State, Zip
Telephone: (775) ###-####
Attorneys for _____

SECOND JUDICIAL DISTRICT COURT
WASHOE COUNTY, NEVADA

JANE DOE,
Plaintiff,

vs.

JOHN DOE,
Defendant.

CASE NO.

DEPT. NO.

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (*first, middle, last*) _____
2. How old are you? _____
3. What is your date of birth? _____
4. What is your highest level of education? _____

B. Employment Information:

1. Are you currently employed/self-employed? (*check one*)

No

Yes

If yes, complete the table below. Attach an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)

2. Are you disabled? (*check one*)

No

Yes

If yes, what is your level of disability? _____

What agency certified you disabled? _____

What is the nature of your disability? _____

C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: _____
Date of Hire: _____
Date of Termination: _____
Reason for Leaving: _____

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending ____ my gross year to date pay is \$_____.

B. Determine your Gross Monthly Income.

Hourly Wage

	X		=		X		=		÷		=	
Hourly Wage		Hours worked per week		Weekly Income	52 Weeks			Annual Income		12 Months		Gross Monthly Income

Annual Salary

	÷		=	
Annual Income		12 Months		Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other:			
Total Average Other Income Received			

Total Average Gross Monthly Income (add totals from B & C above)	
---	--

D. Monthly Deductions

	Type of Deduction	Amount
1	Court Ordered Child Support (if it's automatically deducted from paycheck)	
2	Federal Health Savings Plan	
3	Federal Income Tax	
4	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	
5	Life, Disability, or Other Insurance Premiums	
6	Medicare	
7	Retirement, Pension, IRA, or 401(k)	
8	Savings	
9	Social Security	
10	Union Dues	
11	Other:	
Total Monthly Deductions (Lines 1-11)		

Business/Self-Employment Income & Expense Schedule

A. Business Income:

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?
\$ _____

B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising			
Car and truck used for business			
Commissions, wages or fees			
Business Entertainment/Travel			
Insurance			
Legal and professional			
Mortgage or Rent			
Pension and profit-sharing plans			
Repairs and maintenance			
Supplies			
Taxes and licenses			
Utilities			
Other: _____			
Total Average Business Expenses			

Personal Expense Schedule (Monthly)

A. Fill in the table with the amount of money you spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me	Other Party	For Both
Alimony Spousal Support				
Auto Insurance				
Car Loan/Lease Payment				
Cell Phone				
Child Support (if not deducted from pay)				
Clothing, Shoes, Etc.				
Credit Card Payments (minimum due)				
Dry Cleaning				
Electric				
Food (groceries & restaurants)				
Fuel (Vehicle)				
Gas (For home)				
Health Insurance (not deducted from pay)				
HOA				
Home Insurance (if not included w/ mortgage payment)				
Home Phone				
Internet/Cable				
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease				
Pest Control				
Pets				
Pool Service				
Property Taxes				
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water				
Other: _____				
Total Monthly Expenses				

Personal Expense Schedule
Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attach a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st					
2 nd					
3 rd					
4 th					

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone				
Child Care				
Clothing				
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
Total Monthly Expenses				

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attach a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc.)	Monthly Contribution

Personal Asset and Debt Chart

A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

	Description of Asset and Debt Thereon	Gross Value	-	Total Amount Owed	=	Net Value	Whose Name is on the Account?
1.		\$	-	\$	=	\$	
2.		\$	-	\$	=	\$	
3.		\$	-	\$	=	\$	
4.		\$	-	\$	=	\$	
5.		\$	-	\$	=	\$	
6.		\$	-	\$	=	\$	
7.		\$	-	\$	=	\$	
8.		\$	-	\$	=	\$	
9.		\$	-	\$	=	\$	
10.		\$	-	\$	=	\$	
11.		\$	-	\$	=	\$	
12.		\$	-	\$	=	\$	
13.		\$	-	\$	=	\$	
14.		\$	-	\$	=	\$	
15.		\$	-	\$	=	\$	
Total Value of Assets (add lines 1-15)		\$	-	\$	=	\$	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

	Description of Credit Card or Other Unsecured Debt	Total Amount Owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines above)		\$	

CERTIFICATION

Attorney Information: *Complete the following sentences:*

1. I have retained an attorney for this case.
2. The attorney has been paid a total of \$_____ on my behalf.
3. I have a credit with my attorney in the amount of \$_____.
4. I currently owe my attorney a total of \$_____.
5. I owe my prior attorney a total of \$_____.

IMPORTANT: Read the following paragraphs carefully and initial each one.

_____ This document does not contain the Social Security Number of any person.

_____ I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

_____ **I have attached a copy of my 3 most recent pay stubs to this form.**

_____ **I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self employed.**

_____ **I have not attached a copy of my 3 pay stubs to this form because I am currently unemployed.**

Signature

Date

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Surratt Law Practice, P.C., over the age of 18, and that on the date set forth below, I served a true copy of the preceding document on the party(ies) below by:

- United State Mail, First Class
- Personal Delivery
- Courier
- E-Flex, Electronic Notification System

addressed to:

Dated: _____

/s/ _____
Paralegal

ANY LAW PRACTICE, PC
 Street Address
 City, State, Zip
 Telephone: (775) ###-####
 Attorneys for Mickey Mouse

SECOND JUDICIAL DISTRICT COURT
 WASHOE COUNTY, NEVADA

Mickey Mouse,	Plaintiff,	CASE NO.
vs.		DEPT. NO.
Minnie Mouse,	Defendant.	

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (*first, middle, last*) Mickey Mouse _____
2. How old are you? 96 _____
3. What is your date of birth? _____ November 19, 1927 _____
4. What is your highest level of education? 12th grade _____

B. Employment Information:

1. Are you currently employed/self-employed? (check one)
 No
 Yes If yes, complete the table below. Attach an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)

2. Are you disabled? (check one)
 No
 Yes If yes, what is your level of disability? _____
 What agency certified you disabled? _____
 What is the nature of your disability? _____

C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: _____
 Date of Hire: _____
 Date of Termination: _____
 Reason for Leaving: _____

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending _____ my gross year to date pay is \$_____.

B. Determine your Gross Monthly Income.

Hourly Wage

_____	X	_____	=	_____	X	52	=	_____	÷	12	=	_____
Hourly Wage		Hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

_____	÷	12	=	_____
Annual Income		Months		Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income			
Bonuses			
Car, Housing, or Other allowance:			
Commissions or Tips:			
Net Rental Income:			
Overtime Pay			
Pension/Retirement:			
Social Security Income (SSI):			
Social Disability (SSD):			
Spousal Support			
Child Support			
Workman's Compensation			
Other:			
Total Average Other Income Received			

Total Average Gross Monthly Income (add totals from B & C above)	
---	--

D. Monthly Deductions

	Type of Deduction	Amount
1	Court Ordered Child Support (if it's automatically deducted from paycheck)	
2	Federal Health Savings Plan	
3	Federal Income Tax	
4	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	
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6	Medicare	
7	Retirement, Pension, IRA, or 401(k)	
8	Savings	
9	Social Security	
10	Union Dues	
11	Other: _____	
Total Monthly Deductions (Lines 1-11)		

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What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?
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B. Business Expenses: Attach an additional page if needed.

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Repairs and maintenance			
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Taxes and licenses			
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A. Fill in the table with the amount of money **you** spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

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Credit Card Payments (minimum due)				
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Electric				
Food (groceries & restaurants)				
Fuel (Vehicle)				
Gas (For home)				
Health Insurance (not deducted from pay)				
HOA				
Home Insurance (if not included w/ mortgage payment)				
Home Phone				
Internet/Cable				
Lawn Care				
Membership Fees				
Mortgage/Rent/Lease				
Pest Control				
Pets				
Pool Service				
Property Taxes				
Security				
Sewer				
Student Loans				
Unreimbursed Medical Expense				
Water				
Other: _____				
Total Monthly Expenses				

Personal Expense Schedule
Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attach a separate sheet if needed.

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Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp/Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
Total Monthly Expenses				

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attach a separate sheet.

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6.		\$	-	\$	=	\$	
7.		\$	-	\$	=	\$	
8.		\$	-	\$	=	\$	
9.		\$	-	\$	=	\$	
10.		\$	-	\$	=	\$	
11.		\$	-	\$	=	\$	
12.		\$	-	\$	=	\$	
13.		\$	-	\$	=	\$	
14.		\$	-	\$	=	\$	
15.		\$	-	\$	=	\$	
Total Value of Assets (add lines 1-15)		\$	-	\$	=	\$	

B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

	Description of Credit Card or Other Unsecured Debt	Total Amount Owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines above)		\$	

CERTIFICATION

Attorney Information: *Complete the following sentences:*

1. I have retained an attorney for this case.
2. The attorney has been paid a total of \$_____ on my behalf.
3. I have a credit with my attorney in the amount of \$_____.
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Signature

Date

CERTIFICATE OF SERVICE

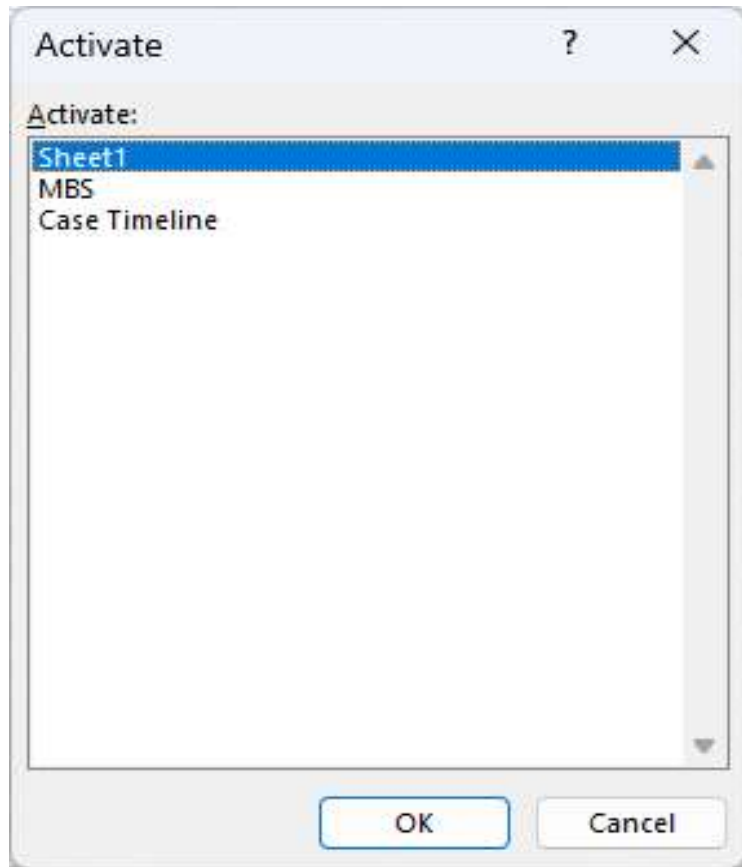
Pursuant to NRCP 5(b), I certify that I am an employee of Surratt Law Practice, P.C., over the age of 18, and that on the date set forth below, I served a true copy of the preceding document on the party(ies) below by:

- United State Mail, First Class
- Personal Delivery
- Courier
- E-Flex, Electronic Notification System

addressed to:

Dated: _____

/s/ _____
Paralegal



COMMUNITY PROPERTY DIVISION SPREADSHEET

9/5/2024

VALUED BY	VALUE DATE	TOTAL	COMMUNITY		SEPARATE	
			HUSBAND	WIFE	H	W

CASH and CASH ACCOUNTS

1			\$10	\$5	\$5		
2			\$20			\$20	
4			\$30				\$30
5			\$40	\$20	\$20		
6							
7							
SUBTOTAL			\$100	\$25	\$25	\$20	\$30

RETIREMENT

8			\$10	\$5	\$5		
9			\$20			\$20	
10			\$30				\$30
11			\$40	\$20	\$20		
12							
13							
SUBTOTAL			\$100	\$25	\$25	\$20	\$30

REAL PROPERTY and BUSINESSES

14			\$10	\$5	\$5		
15			\$20			\$20	
16			\$30				\$30
17			\$40	\$20	\$20		
SUBTOTAL			\$100	\$25	\$25	\$20	\$30

PERSONAL PROPERTY

18			\$10	\$5	\$5		
19			\$20			\$20	
20			\$30				\$30
21			\$40	\$20	\$20		
22							
23							
24							
SUBTOTAL			\$100	\$25	\$25	\$20	\$30

VEHICLES

25			\$10	\$5	\$5		
25			\$20			\$20	
26			\$30				\$30
27			\$40	\$20	\$20		
28							
29							
SUBTOTAL			\$100	\$25	\$25	\$20	\$30

LIABILITIES (Loans/Credit Cards Etc.)

30			\$40	\$20	\$20		
31			\$50			\$50	
32			\$60				\$60
33			\$70	\$35	\$35		
34							
35							
SUBTOTAL			\$220	\$55	\$55	\$50	\$60

TOTAL ASSETS	\$500	\$125	\$125	\$100	\$150
---------------------	-------	-------	-------	-------	-------

TOTAL LIABILITIES	\$220	\$55	\$55	\$50	\$60
--------------------------	-------	------	------	------	------

NET EQUITY	\$280	\$70	\$70	\$50	\$90
-------------------	-------	------	------	------	------

EQUALIZATION NOTE	\$0	\$0
--------------------------	-----	-----

NET	\$70	\$70
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SECOND JUDICIAL DISTRICT COURT - FAMILY COURT

CASE PROCESSING TIME LINE

Case Processing Time Line Pursuant to NRCP 16.2

Event	Date/Deadline	Rule	
COMPLAINT/ANSWER/COUNTER-CLAIM			
Complaint Served			
Answer Due	1/21/1900	NRCP 12(a)(1)(A)(i) Within 21 days after being served with the Summons and Complaint.	=IF(ISNUMBER(F4),F4+21,"")
Answer and Counterclaim Served			
Demand for Change of Venue		NRCP 12(b)(5): Practice as to change of venue will not be affected by this rule. Motion therefor may be made, or will be waived, apart from the requirements of Rule 12(h). See NRS 12.050, which requires the demand for change of venue be made "before the time for answer expires."	
Hearing Before Trial		NRCP 12(i) If a party moves any defense listed in Rule 12(b)(1)-(6)-whether made in a pleading or by motion - and a motion under Rule 12(c) must be heard and decided before trial unless the court orders a deferral until trial.	
Answer to Counterclaim Due	1/21/1900	NRCP 12(a)(1)(B) Within 21 days of service of a Counterclaim.	=IF(ISNUMBER(F6),A9F6+21,"")
DEFAULT JUDGMENT			
Default	1/21/1900	NRCP 55(a) 21 days after service of Summons and Complaint/Petition. When defendant has failed to plead or otherwise defend according to rules.	=IF(ISNUMBER(F4),F4+21,"")
Seven day Notice		If no answer after 21 days, file seven day notice of intent to take default.	
Enter Default		If No answer after seven day notice, prepare default for Clerk's signature with Affidavit of Service of Default	
Default Judgment by the Clerk	1/21/1900	NRCP 55(b)(1) When plaintiff's claim is for a sum certain or a sum that can be made certain by computation, the clerk on the plaintiff's request with an affidavit showing the amount due must enter judgment for that amount and costs against a defendant who has been defaulted for not appearing and who is neither a minor nor an incapacitated person.	=IF(ISNUMBER(F4),F4+21,"")
Default Judgment by the Court	1/21/1900	NRCP 55(b)(2) In all other cases.	

Nevada State Parks

Park name	County	Area	Elevation F	Elevation M	Established	Remarks
Beaver Dam State Park	Lincoln	12/21/1905	883	5,395	1,644	1935 Preserves a section of Beaver Dam Wash in eastern Nevada's most remote state park.
Berlin-Ichthyosaur State Park	Nye	1/20/1903	452	6,975	2,126	1957 Preserves in situ ichthyosaur fossils and the ghost town of Berlin.
Big Bend of the Colorado State Recreation Area	Clark	9/23/1905	847	500	150	1986 Overlooks the Colorado River within the town limits of Laughlin.
Cathedral Gorge State Park	Lincoln	10/21/1904	711	4,819	1,469	1935 Showcases a gorge with soft bentonite walls eroded into dramatic spires.
Cave Lake State Park	White Pine	2/14/1911	1,644	7,198	2,194	1973 Features a 32-acre (13 ha) reservoir in the northern Schell Creek Range.
Dayton State Park	Lyon	5/31/1900	62	4,360	1,330	1977 Features a stretch of the Carson River and the site of an 1861 mill built to process silver ore from the Comstock Lode.
Echo Canyon State Park	Lincoln	11/20/1902	427	5,348	1,630	1970 Adjoins a 65-acre (26 ha) reservoir.
Ice Age Fossils State Park	Clark	11/18/1900	131	2,340	710	2017 Offers trails to fossil beds and archaeological sites. Opened January 2024.
Kershaw-Ryan State Park	Lincoln	8/22/1904	686	4,805	1,465	1935 Features a verdant canyon first homesteaded in 1873.
Lahontan State Recreation Area	Churchill, Lyon	2/3/1979	11,691	4,258	1,298	1971 Surrounds Lake Lahontan, a 10,000-acre (4,000 ha) reservoir on the Carson River.
Lake Tahoe - Nevada State Park	Carson City, Washoe County	2/25/1939	5,787	7,880	2,400	1963 Comprises six units on the northeastern shore of Lake Tahoe and its backcountry.
Rye Patch State Recreation Area	Pershing	8/20/1906	981	4,137	1,261	1971 Adjoins the 11,000-acre (4,500 ha) Rye Patch Reservoir on the Humboldt River.
South Fork State Recreation Area	Elko	9/7/1910	1,579	5,226	1,593	1983 Surrounds the 1,650-acre (670 ha) South Fork Reservoir on the South Fork Humboldt River.
Spring Mountain Ranch State Park	Clark	6/22/1901	218	3,727	1,136	1974 Preserves the historic Sandstone Ranch established in 1876.
Spring Valley State Park	Lincoln	7/4/1902	371	5,869	1,789	1969 Adjoins the 65-acre (26 ha) Eagle Valley Reservoir.
Valley of Fire State Park	Clark	10/8/2025	18,590	2,464	751	1934 Showcases red sandstone formations in Nevada's oldest and largest state park.
Van Sickle Bi-State Park	Douglas	7/11/1901	226	6,283	1,915	2011 Managed in conjunction with the California Tahoe Conservancy; 575 acres lie within Nevada while 150 are within El Dorado County, California.
Walker River State Recreation Area	Lyon	9/15/1933	4,982	4,580	1,400	2018 Includes five historic ranch units along a thirty-mile stretch of the East Walker River.
Washoe Lake State Park	Washoe	4/29/1910	1,526	5,033	1,534	1977 Provides recreation opportunities on Washoe Lake, between Carson City and Reno.
Wild Horse State Recreation Area	Elko	4/29/1900	49	6,250	1,900	1979 Provides water recreation on the northeast shore of 2,830-acre (1,150 ha) Wild Horse Reservoir on the Owyhee River.

Be Shrewd, Don't Get Sued: The nexus between ethical law practice and avoiding malpractice suits.

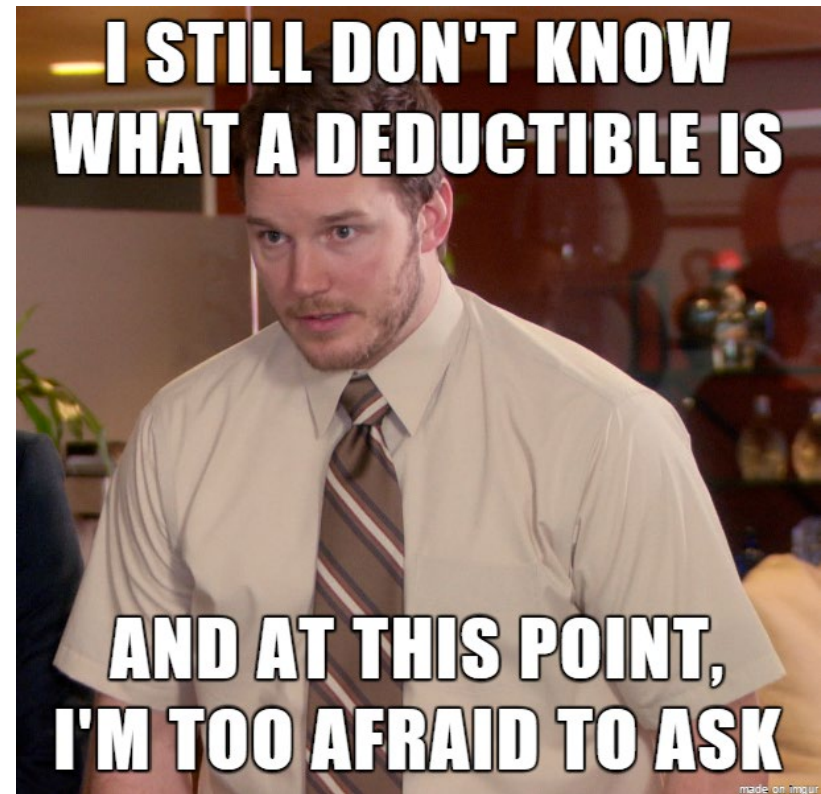
- Malpractice Insurance
- Ethics
- Preventing Claims
- Cyber Risk

Is malpractice insurance required in NV?

- No.
- However, NV State Bar collects Biographical Data Form which asks private practice lawyers if they maintain professional liability insurance.
- Specialist or Expert requirement
 - The lawyer shall carry a minimum of \$500,000 in professional liability insurance...The lawyer shall provide proof of liability coverage to the state bar as part of the reporting requirement...



Claims and Bar Complaints



Malpractice Claims and Bar Complaints -Family Law

- Trends
- Family law historically #2 in terms of number of claims. Second to PI-Plaintiff. [ABA Profile of Legal Malpractice Claims]
 - Growing concerns and claims around high value divorce

DOMESTIC VALUES QUESTIONNAIRE

Please provide a breakdown of your Divorce practice:

Divorce - marital assets <\$1,000,000	%
Divorce - marital assets \$1,000,000 - \$5,000,000	%
Divorce - marital assets \$5,000,000 - \$10,000,000	%
Divorce - marital assets >\$10,000,000	%

What is the value of the largest marital asset case? \$

Family law attorneys rank among the legal specialties that receive the highest number of grievances filed.

- As many as 90% are ultimately dismissed
- Only in divorce do opposing parties file nearly as many complaints as clients
- Solo practitioners are the target of 50% or so of all complaints
- Bar Defense -Typically covered, no deductible
 - deductible-free defense and loss of earning coverage for lawyers included in the policy with a sublimit \$25k typically per incident or max



Risk Management Resources

- Hotlines. Some forming attorney client privilege.
 - Discuss ethics or liability issues including withdrawal, conflicts, fee disputes etc.
- Free or discounted CLE courses.
- Resources like checklists and sample letters.

Application

- Most important question

After inquiry, has the **Named Insured** or any attorneys to be insured under this policy:

- a. been the subject of a professional liability claim or suit, or entered a tolling agreement with a client with respect to a threatened professional liability claim, in the last five (5) years (or earlier if the claim is still open)? Yes No
- b. have knowledge or information of any fact, circumstance or actual or alleged act, error or omission which may reasonably be expected to give rise to a professional liability claim(s) under the proposed policy? Yes No

If yes to any of the above, complete the Claim Supplement.

It is understood and agreed that, without limiting any rights of the underwriter, if such knowledge or information exists, any claim arising therefrom is excluded from this proposed insurance.

Pricing

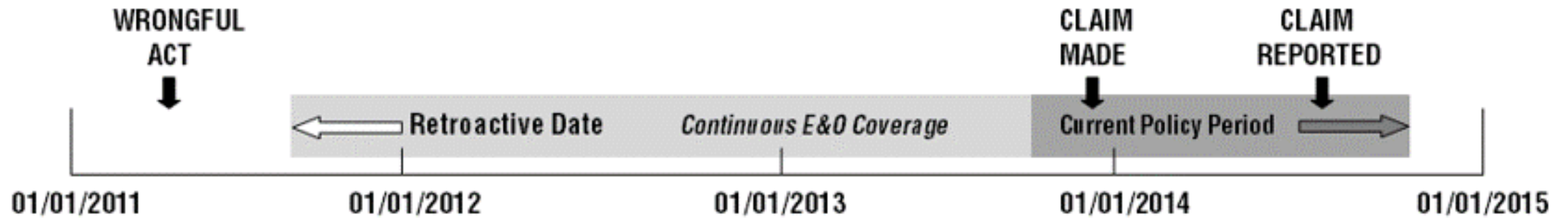
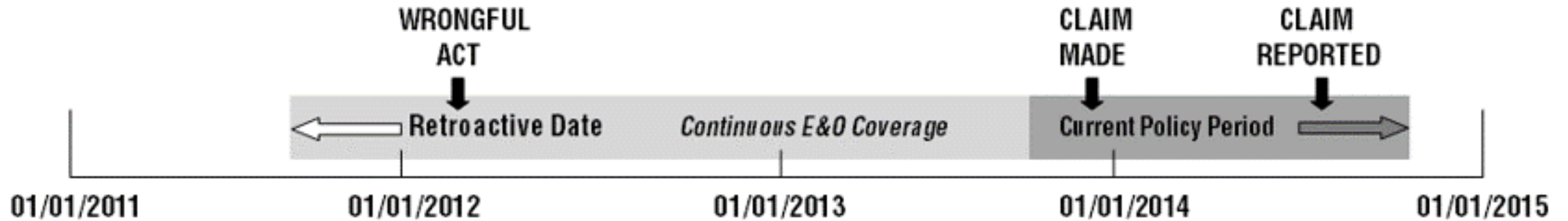
- Formula based on: number of attorneys, limits, deductible, geography, claims, areas of practice.
- Step Rating
 - Policies are 'claims-made' basis, which means that a firm (or newly hired attorney) with one year of experience has less exposure than a firm with five years of experience.
 - The insurer "step-rates" the policy in years 2-5 to account for the increased exposure in prior acts
 - Your premium is relatively low the first year as the risk that a claim will arise for the services rendered during the first policy term is rather low.
 - Step-rating is calculated on a per attorney basis, so new attorneys will start out at the discounted rate. The premium will continue to increase until the attorney is fully mature: the insurer has determined that additional years of exposure no longer increase the likelihood of a claim being filed against them. Usually year 5.



Malpractice Coverage

- Claims Made form and what constitutes a claim?
- Occurrence vs claims-made (and reported)
 - Occurrence: An occurrence policy covers claims arising from acts or incidents that occurred during the policy period, regardless of when the claim is made. For policies written on an occurrence basis, the timing of when the claim is made doesn't matter, it could be years later. What matters, is when the act or incident that gave rise to the claim took place.
 - Claims-made: A claims made policy covers claims made during the policy period. The event that gave rise to the claim could have happened at any time, as long as the claim (or the written demand) was made during the policy period, and reported to the insurance company as required by the policy.

Claims-made



Tail and retroactive date

- Prior lawyers, staff
- Tail
 - Cost, automatic and extended
 - Automatic: Coverage as provided under this Policy shall automatically continue for a period of sixty (60) days following the effective date of such cancellation or non-renewal, but only with respect to a **Claim** first made against the **Insured** and reported to the **Insurer** during the Automatic Extended Reporting Period and only if the **Claim** arises out of a **Wrongful Act**: 1) occurring prior to the effective date of such cancellation or non-renewal and on or after the Retroactive Date
- Retirement Tail



Limits and deductibles

- CEIL, CEOL (or some CEOL - sublimit for claims expense)
 - Claim Expense Inside the Limit: Defense costs erode the limit of liability
 - Claim Expense Outside the Limit: Defense costs are in addition to the limit of liability, leaving your Per Claim and Aggregate Limit available for damages.
- Deductible
 - Loss and expense or First Dollar?
 - Loss & Expense: This is the standard deductible that applies to both damages and defense costs.
 - First Dollar Defense: The deductible only applies to damages. In other words, the carrier pays defense costs from the “first dollar” on.
 - Per claim and aggregate




Who is covered and what activities are covered

- Definition of insured
- Staff, new attorneys, new areas of practice or changes in practice during policy
- Leaving a firm/switching firms
- Closing a firm
- Duty to defend
 - The Company will pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **Damages** for **Claims**
 - The Company shall have the right and duty to defend any **Suit** against the **Insured** seeking **Damages** to which this insurance applies even if any of the allegations of the **Suit** are groundless, false or fraudulent.
- Definition of professional services

Exclusions (avoiding uncovered malpractice claims)

- Intentional Acts:
 - Arising out of an illegal, dishonest, fraudulent, criminal, knowingly wrongful, or malicious act, error or omission, or an intentional or knowing violation of the law
- Businesses you own or control
 - Rule 1.8 provides that a lawyer shall not enter into a business transaction with a client unless specific conditions are met
 - Be very careful when entering into business transactions with clients. The potential for misuse of that information in a business transaction is very high.





One or both: breach of contract and tort (primarily negligence related)

- Breach of contract
 - Focuses on existence of an agreement , nonperformance, and resulting damages
- Tort claims
 - Including malpractice: existence of duty, breach of the duty, proximate causation, and damages.
 - Duty defenses, comparative and contributory negligence- Modified Comparative Fault- 51% Bar
 - Typically, a claimant must prove damages
 - Limited by statute



Claims-what to report and when

- “**Claim**” means an oral or written demand made against the **Insured** for money or services, including the service of a suit or the institution of mediation or arbitration proceedings against the **Insured**, or a request to waive the statute of limitations or sign a tolling agreement

What constitutes a claim?

- Client demands you waive or refund their fees
- Written request to toll or waive a statute relating to a potential civil or administrative proceeding
- Client alleges malpractice or threatens to sue verbally or in writing
- Client requests their file
- Client initiates a bar complaint (see disciplinary coverage above)
- Client reports a firm to the fee dispute panel of the bar

Law articles on Google telling you to consult a lawyer to learn more but you are the lawyer:



Potential Claims

- “**Potential Claim**” means any conduct or circumstance that might reasonably be expected to be the basis of a **Claim**.



Most common reason for claim denial-failure to report a *potential* claim.

- Two ways coverage can be lost if you fail to report a potential claim
 - First, failure to disclose a potential claim on the application will give the insurer the right to rescind the policy entirely if the misrepresentation is material. The policy is void and the premium refunded leaving no coverage for any insured.
 - Second, most claims made policies do not cover any act, error or omission that an insured could reasonably have foreseen, when the policy was purchased.
 - <https://www.cusickbrokers.com/failure-to-report-a-potential-claim/>

Consent to Settle and Hammer

- Company cannot settle claim without consent of insured (generally)
- If the **Named Insured** refuses to consent to any settlement recommended by the Company, and elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the liability of the Company for **Damages** and **Claims Expenses** for such **Claim** shall not exceed the amount for which the **Claim** could have been settled, as well as the **Claims Expenses** incurred by the Company or with the Company's consent up to the date of such refusal, plus 50% of covered **Damages** and **Claims Expenses** incurred after the date of the **Insured's** refusal to settle.
 - 50% hammer





How to choose insurer and broker

- Broker: specialist in insuring law firms
 - Need only one broker for all property/casualty
 - Why?
 - What is a direct writer?
- Insurer
 - AM Best-FSR and FSC
 - Length of time insuring law firms, claims paying reputation

How to choose insurer and broker

- Financial Strength Rating
 - FSR is an independent option of an insurers financial strength and ability to meet its obligations

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".

How to choose insurer and broker

- Financial Size Category FSC
 - AM Best assigns each rated company an FSC indicates the size of the company based on capital and surplus

GUIDE TO BEST'S FINANCIAL SIZE CATEGORY – (FSC)

AM Best assigns each rated (A++ through D) insurance company a Best's Financial Size Category (FSC), which is designed to provide a convenient indicator of the size of the company. The FSC is based on Capital and Surplus in U.S. dollars and may be impacted by foreign currency fluctuations.

Category	Capital and Surplus	Category	Capital and Surplus
I	Less than USD 1 Million	IX	USD 250 Million to Less than 500 Million
II	USD 1 Million to Less than 2 Million	X	USD 500 Million to Less than 750 Million
III	USD 2 Million to Less than 5 Million	XI	USD 750 Million to Less than 1.00 Billion
IV	USD 5 Million to Less than 10 Million	XII	USD 1.00 Billion to Less than 1.25 Billion
V	USD 10 Million to Less than 25 Million	XIII	USD 1.25 Billion to Less than 1.50 Billion
VI	USD 25 Million to Less than 50 Million	XIV	USD 1.50 Billion to Less than 2.00 Billion
VII	USD 50 Million to Less than 100 Million	XV	Greater than or Equal to USD 2.00 Billion
VIII	USD 100 Million to Less than 250 Million		

For additional information regarding the development of a Best's Credit Rating and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "[Guide to Best's Credit Ratings](http://www.ambest.com/ratings/index.html)" available at no charge at www.ambest.com/ratings/index.html.

Billing and Fee Practices -NRPC 1.5

- Bill periodically and consistently and proofread all bills with your name on them.
- Clearly detail the work performed and charges
- Often the bills are the first thing requested in a malpractice or bar complaint. Each should be drafted as though they will be scrutinized.
- An unpaid bill is a message to you from the client- follow up promptly and have discussion about your bill. Otherwise, they have permission to ignore your bill



Can you sue for fees? Yes. Should you sue for fees?

- Checklist [Fee Suit Checklist]
- Fee disputes, suing for fees
 - No attorney should be caught off guard when a client stops paying. Nonpayment is an occupational hazard.
 - Discussions of fees and bills are extremely important. At the initial meeting, assess the cost of representation with the client, together with the client's ability and willingness to pay.
 - Nonpayment of attorney's fees is not by itself a defense to a legal malpractice claim.
 - Stopping work because the client does not pay is ill-advised
 - Red Flag on application

Avoiding Claims and Bar Complaints

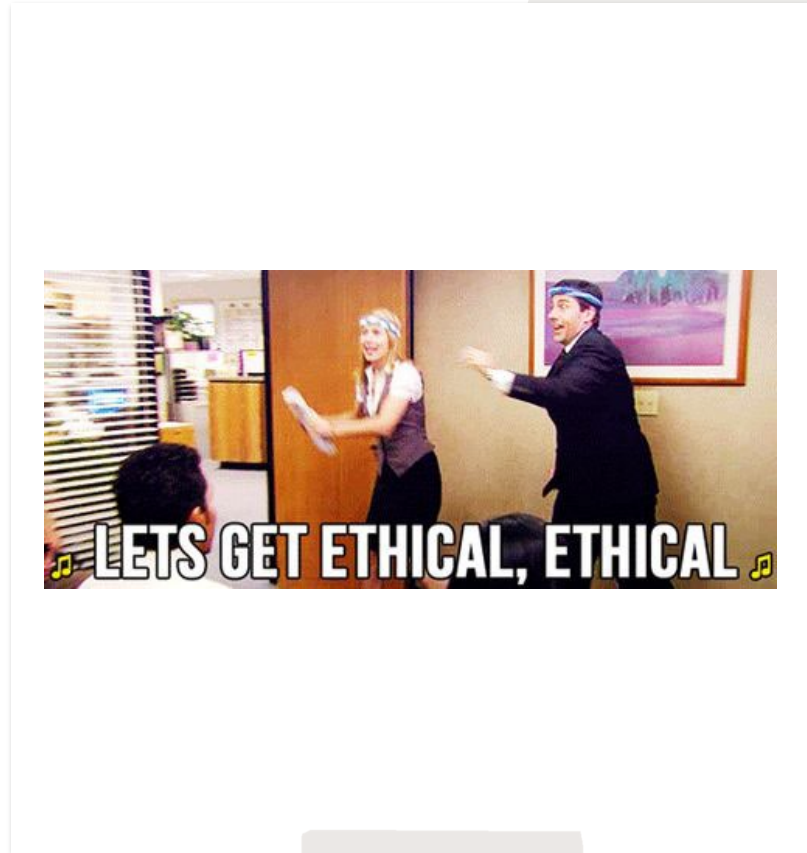
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Sources of Grievances and Malpractice Claims

- Client selection, engagement/intake, declination and withdrawal
 - A good engagement letter includes how fees will be computed and charged and is (essentially) required by RPC
 - Poor client relations and Client Selection
 - Scope of representation issues
- Conflicts of interest (current and former clients) NRPC 1.7 & 1.8
- Communication with unrepresented persons/parties





Lack of Documentation

- lawyers frequently fail to memorialize advice given to their clients or fail to adequately memorialize the parties' agreements.
- in the context of a legal malpractice lawsuit, clients will likely claim that they were not properly advised
- documenting all issues discussed with clients, opposing counsel, and anyone else involved in a particular matter
 - doesn't have to be pretty





Inadequate Communication NRPC 1.4

- Failing to obtain client consent, failing to follow client instructions, lack of responsiveness to the client, procrastination, and inadequate client follow-up
- Unhappy clients or uninformed clients are more likely to have some complaints

Rule 3.3 Candor Toward the Tribunal and Rule 4.1 Truthfulness in Statements to Others

As well as third parties (negotiation, transactions, and litigation)

- In the course of representing a client a lawyer shall not knowingly:
 - (a) make a false statement of material fact or law to a third person; or
 - (b) fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client...

Rule 8.3. Reporting Professional Misconduct

- (a) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness or fitness as a lawyer in other respects, shall inform the appropriate professional authority

CAN'T SNITCH ON ME



IF I SNITCH ON MYSELF

makeameme.org



Excellent Ethics and Risk Management Resources

- Ethics, Malpractice, and Professional Liability in Family Law Cases: An Annotated Bibliography, 2013-2018
 - https://aaml.org/wp-content/uploads/MAT203_1.pdf
- <https://www.amazon.com/Ethics-Family-Law-Domestic-Principled/dp/0314291881>
- <https://community.njsba.com/blogs/njsba-staff/2019/04/16/a-guide-for-spotting-and-avoiding-common-ethical-p?ssopc=1>

Cyber and Privacy

Hacking in movies

Hacking in real life



"I never entered any contest to win a free vacation. But sure, I'll give this strange email my social security number"

ABA Model Rules for Professional Conduct :Rule 1.6: Confidentiality of Information. 1.6 (c)

- ABA Model Rules for Professional Conduct :Rule 1.6: Confidentiality of Information. 1.6 (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



**“We need to draw the line on unethical behavior.
But let’s draw it with an Etch-a-Sketch and
don’t be afraid to shake it a little.”**

Cyber Threats today

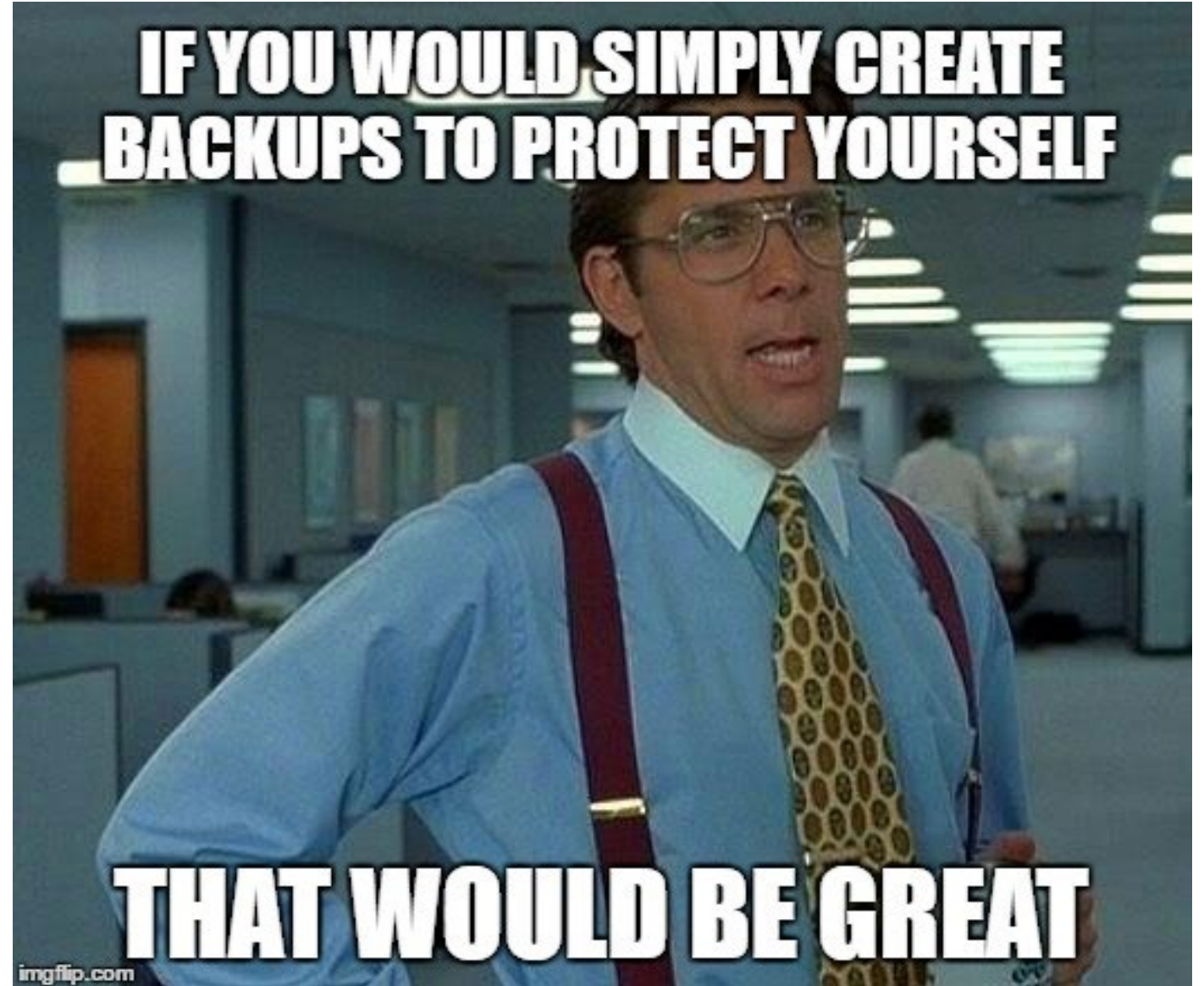
- Ransomware
- Social Engineering
 - exploit and manipulate employees, vendors or other people within the organization to transfer funds to unauthorized accounts
- Invoice Manipulation
- Spear phishing, Zero-day attacks, File-less threats, Botnets, Insider Threats, Man in the Middle attacks, Live Off the Land attack



Rule 1.4(a)(3).

- The ABA has concluded that a lawyer has a duty to disclose a data breach “where material client confidential information is misappropriated, destroyed, or otherwise compromised, or where a lawyer’s ability to perform the legal services for which the lawyer is hired is significantly impaired by the episode
- Is this happening?

Cyber Insurance Policies include First-party and Third-Party Coverage along with Social Engineering and Funds Transfer Fraud (sublimit usually)



First-party cyber coverage helps respond to a data breach

- Breach Legal Counsel
- Forensic investigations
- Notifying customers that their personal information was exposed
- Purchasing credit monitoring services for affected customers
- Launching a public relations campaign to help restore a company's reputation after a data breach
- Reimbursing a company for business interruption and revenue lost while handling the data breach
- Paying ransom to a hacker who is holding data hostage

Third-party Pays for liabilities

- Defense costs and damages
- Regulatory Liability: cost to defend, fines, penalties
- PCI Fines

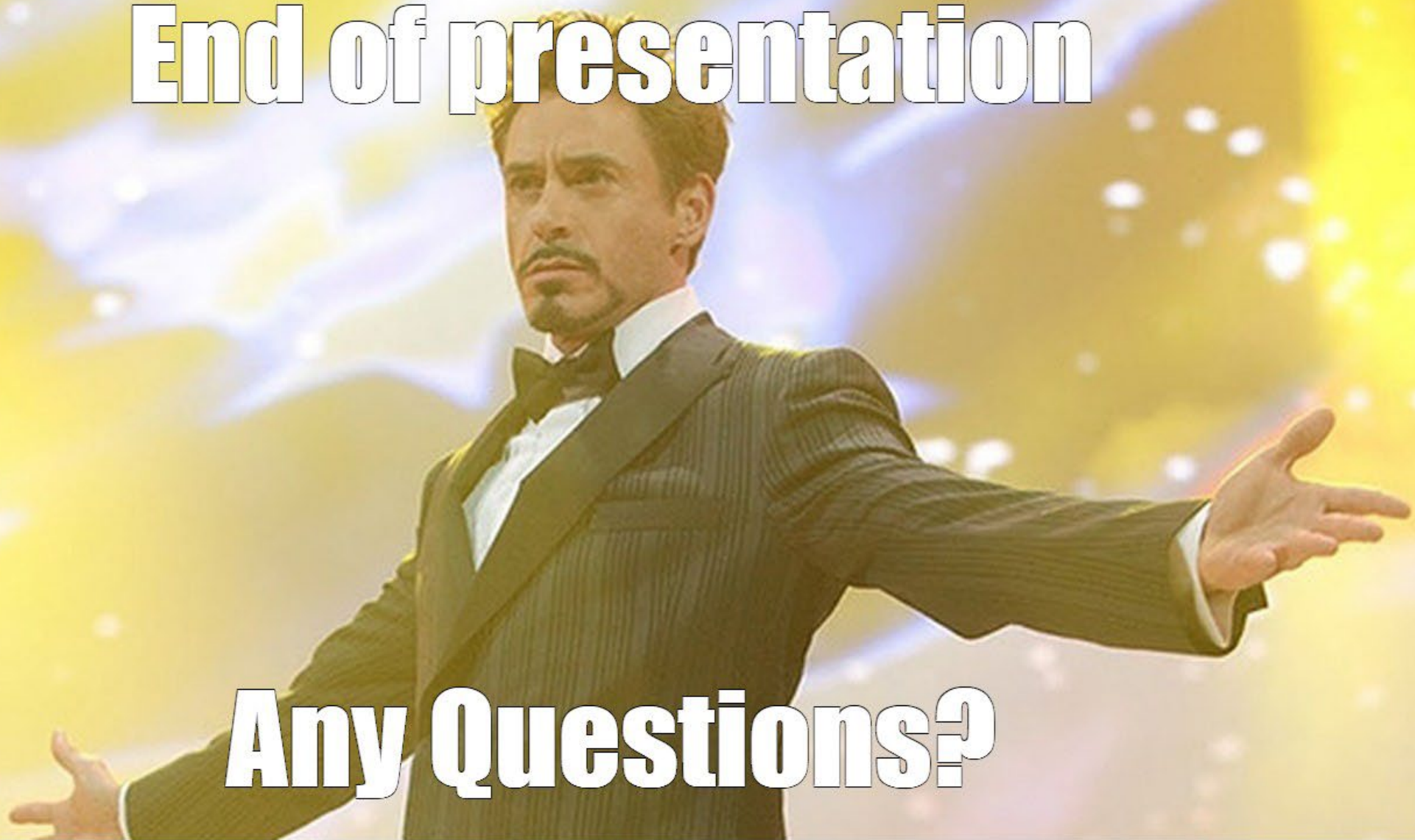
Pricing and Limits

- Employee count and revenue combined with industry.
Claims effects.

Cyber Hygiene

- Does the applicant have MFA in place for remote network access?
- Does the applicant have MFA in place for email access?
- Does the applicant have MFA in place for network administrators and other privileged users?
- Does the applicant use an EDR tool that includes centralized monitoring?
- Does the applicant use an email security filtering tool?
- Does the applicant regularly back up and segregate sensitive data?

End of presentation



Any Questions?

Mini-Audit- Suits for Fees

- Does the firm have a written procedure for billing?
- Does the firm have a written procedure for collecting accounts receivable?
- Is responsibility for collections clearly assigned between lawyer and staff?
- Is training provided to lawyers and staff on prudent collection techniques?
- Does the firm use standardized collection letters?
- Is there a checklist or screening procedure that must be followed before fee collection litigation is pursued?
- Do collection attempts and filing suit against a client require prior approval of another partner?
- Before a collection action is filed, must a lawyer who did not work on the matter review the handling of the matter to determine the likelihood of a responsive claim for legal malpractice?

Fee Collection Checklist

Before suing a client for legal fees, a law firm should always conduct a review of the client matter, and the client's attitude and history. Many insurers and lawyers who frequently litigate legal malpractice claims believe that fee disputes underlie as many as 40 percent of the claims and no less than 25 percent of the claims. This means that suing a client has at least of one-in-four chance of drawing a legal malpractice claim in response.

The following Analysis Checklist provides a minimal review before suing for fees.

Fee Agreement

Was the client informed of the basis or rate of the fee before or within a reasonable time after the commencement of the representation as required by Rule 1.5(b)?

Will there be a dispute over the terms of the fee agreement?

Is the fee agreement in writing?

Has the fee agreement been modified to benefit the firm during the attorney-client relationship?

Are there any ethical or legal limitations on our ability to enforce the fee agreement?

Have we abided by our agreements?

Will our billing statements make good evidentiary exhibits?

Have we requested payment of the outstanding fees in writing?

Have we requested payment of the outstanding fees over the telephone or in person?

Is an installment agreement feasible?

Matter

What is the status of the matter?

Has there been any action adverse to our client?

Have we caused any adverse action to have been taken against our client?

What services did we provide?

What results did we obtain?

How did the client benefit from our services?

Is there any basis for a claim against us for legal malpractice or breach of fiduciary duty?

Is there any basis for a claim that we engaged in a conflict of interest?

Client

Is this a long-standing or regular client that gives us substantial business?

Is this a client that we want to keep in hopes of receiving future business?

Do we represent this client (or its parent corporation or subsidiaries) in other pending matters?

Is this the only matter in which the client has not paid the fees owed?

Why is the client not paying the fees owed?

Dissatisfied with the outcome?

Dissatisfied with us?

Fees are more than client expected?

Unable to pay?

What are the chances that we will be able to collect any judgment obtained against the client?

Is the client likely to file a counterclaim or sue for malpractice?

Has the client sued lawyers or other professionals?

Is the client generally litigious?

Is there a risk of adverse publicity if we sue this client for fees?

Cost/Benefit Analysis

What is the outstanding balance?

What is the likelihood of prevailing in a suit for fees?

What will be the cost in legal fees and expenses?

Are the fees and expenses recoverable from the client?

What is the recoverable amount after payment of income tax?

If there is a counterclaim (even frivolous) what is the insurance deductible?

3. NEW CLIENT/MATTER INTAKE QUESTIONNAIRE

New Business Screening and Intake

1. Who is responsible for management and oversight of new client/new matter intake?

- ___ (a) a single partner/
shareholder
- ___ (b) multiple partners/
shareholders (e.g., office
managing partners or
practice group leaders)
- ___ (c) a committee
- ___ (d) an administrator
- ___ (e) other (explain)

2. Is whoever you designated in question 1 available to review intake matters on a daily basis?

Yes No Do not know

3. If the answer to 1 is a single individual, is there a designated backup person?

Yes No Do not know

4. Is the approval of one or more partners/shareholders (other than the introducing partner/shareholder), committee, or administrator required before accepting every new *client*?

Yes No Do not know

5. If the answer to 4 is yes, identify that partner/shareholder, committee, or administrator.

6. Is the approval of one or more partners/shareholders (other than the introducing partner/shareholder), committee, or administrator required before accepting every new *matter*?

- Yes No Do not know

7. If the answer to 6 is yes, identify that partner/shareholder, committee, or administrator:

8. Does the firm have written policies and procedures for screening and evaluating every new *client*?

- Yes No Do not know

9. Does the firm have written policies and procedures for screening and evaluating every new *matter*, either generally or under specific circumstances?

- Yes No Do not know

10. Does the firm have *forms* that must be completed as part of screening and evaluating every new *client*?

- Yes No Do not know

11. Does the firm have *forms* that must be completed as part of screening and evaluating every new *matter*?

- Yes No Do not know

12. Can the initiating or introducing partner/ shareholder authorize the issuance of a new matter number for an existing client without the need for the countersignature of another partner/shareholder or committee?

- Yes No Do not know

Conflicts of Interest

- 13.** Does the firm have written policies and procedures for checking conflicts?
 Yes No Do not know
- 14.** If the answer to 13 is yes, do the procedures include checking for the following kinds of conflicts?
- (a)** current client adverse representation
 Yes No Do not know
If the answer to 14(a) is yes, how is the check made?
- i. against a computerized database
 Yes No Do not know
- ii. by circulating a conflict check request to the firm's lawyers
 Yes No Do not know
- (b)** former client adverse representation
 Yes No Do not know
If the answer to 14(b) is yes, how is the check made?
- i. against a computerized database
 Yes No Do not know
- ii. by circulating a conflict check request to the firm's lawyers
 Yes No Do not know
- (c)** multiple client representation in the same matter
 Yes No Do not know
- (d)** business transactions with and/or investments in clients
 Yes No Do not know

- (e)** personal interests conflicting with those of clients
 Yes No Do not know
- (f)** business conflicts with existing clients
 Yes No Do not know
- (g)** positional conflicts
 Yes No Do not know

Outside Activities

- 15.** Does the firm have a policy regarding its lawyers serving as directors and/or officers of client organizations?
 Yes No Do not know
- (a)** If the answer to 15 is yes, is the policy in writing?
 Yes No Do not know
- 16.** Does the firm have a policy regarding investments by its lawyers in, or other financial arrangements with, clients?
 Yes No Do not know
- (a)** If the answer to 16 is yes, is the policy in writing?
 Yes No Do not know
- 17.** Does the firm have a policy regarding its lawyers serving as trustees or executors for clients?
 Yes No Do not know
- (a)** If the answer to 17 is yes, is the policy in writing?
 Yes No Do not know
- 18.** Does the firm have a policy regarding the practice of law by its lawyers outside the firm?
 Yes No Do not know
- (a)** If the answer to 18 is yes, is the policy in writing?
 Yes No Do not know

- 19.** Does the firm ever use temporary or contract lawyers, either generally or on specific matters?
 Yes No Do not know
- (a)** If the answer to 19 is yes, is the policy in writing?
 Yes No Do not know
- 20.** If the answer to 19 is yes, does the firm have policies/procedures regarding checking conflicts before hiring?
 Yes No Do not know
- (a)** If the answer to 20 is yes, are the policies in writing?
 Yes No Do not know
- 21.** If the answer to 19 is yes, does the firm have policies/procedures regarding limiting such lawyers' access to files or information to the specific matters for which they are engaged?
 Yes No Do not know
- (a)** If the answer to 21 is yes, are the policies in writing?
 Yes No Do not know
- 22.** If the answer to 19 is yes, does the firm have policies/procedures regarding when the use of temporary or contract lawyers is disclosed to clients?
 Yes No Do not know
- (a)** If the answer to 22 is yes, are the policies in writing?
 Yes No Do not know
- 23.** Is the form required to be completed regarding potential new clients and matters submitted in hard copy or electronically?
 Yes No Do not know
- 24.** Does the required form regarding potential new clients and matters

require the following information to be provided?

- (a)** the client's name
 Yes No Do not know
- (b)** the client's parent (or higher) entities
 Yes No Do not know
- (c)** the client's subsidiary entities
 Yes No Do not know
- (d)** associated or affiliated entities
 Yes No Do not know
- (e)** names of all officers and directors, principal owners, partners, joint venturers, fiduciaries, beneficiaries of client
 Yes No Do not know
- (f)** names of all officers and directors of parent, subsidiary, or related entities
 Yes No Do not know
- (g)** names of all providers of information
 Yes No Do not know
- (h)** adverse parties
 Yes No Do not know
- (i)** adverse parties' parent, subsidiary, or related companies
 Yes No Do not know
- (j)** adverse counsel
 Yes No Do not know
- (k)** other non-adverse parties involved in the matter (e.g., co-defendants)
 Yes No Do not know
- (l)** the nature of the prospective representation
 Yes No Do not know

25. How much detail regarding the nature and scope of the engagement is required?
- ___ (a) scant
 ___ (b) summary
 ___ (c) extensive
26. Is information about potential new clients and matters communicated throughout the firm to help identify additional potential conflicts? If the answer is yes, please indicate how often:
- Yes No Do not know
- ___ (a) daily
 ___ (b) weekly
 ___ (c) monthly
27. If the answer to 26 is yes, to whom is the information circulated?
- ___ (a) all partners/shareholders
 ___ (b) all lawyers
 ___ (c) designated partners/
 shareholders/lawyers
28. Does the firm have a written policy and procedure for updating conflicts data and for performing fresh conflicts checks when the identity of the parties has changed or new parties have been added?
- Yes No Do not know
29. After reviewing for a conflict, does the firm maintain memoranda, opinions, or notes of decisions made about conflict situations?
- Yes No Do not know
30. Does the firm have a procedure for identifying and resolving possible conflicts that might arise from hiring new lawyers or staff?
- Yes No Do not know

31. Does the firm have any standard form “waiver of conflict” letters or language?
- Yes No Do not know
32. Is there any person or committee in the firm designated to assist in preparing “waiver of conflict” letters or language?
- Yes No Do not know
33. If the answer to 32 is yes, please identify the individual or committee.
- _____
- _____
34. Is there a policy in place requiring submission of proposed “waiver of conflicts” letters or language to the individual or committee identified in 33?
- Yes No Do not know
- (a) If the answer to 34 is yes, is the policy in writing?
- Yes No Do not know
35. Has the firm ever sought to screen (using an “ethical wall”) certain lawyers from files to avoid being disqualified for a potential conflict of interest?
- Yes No Do not know
36. Has the firm developed a policy setting out when and how a screen will be put into effect?
- Yes No Do not know
- (a) If the answer to 36 is yes, is the policy in writing?
- Yes No Do not know
37. Does the firm solicit business by entering “beauty contests” sponsored by prospective clients?
- Yes No Do not know
38. If the answer to 37 is yes, does the firm have policies and procedures

to review the potential for conflicts before participating?
 Yes No Do not know

(a) If the answer to 38 is yes, is the policy in writing?
 Yes No Do not know

39. If the answer to 38 is yes, do the procedures include the following?

(a) requiring that a new client form be completed before the firm participates
 Yes No Do not know

(b) requiring that names of prospective new clients to be solicited by beauty contests be circulated within the firm
 Yes No Do not know

40. Do the procedures for evaluating every new client assess any of the following issues?

(a) the total amount of fees likely to be incurred
 Yes No Do not know

(b) the amount of fees likely to be incurred within the first 90 days
 Yes No Do not know

(c) the client's ability to pay the total amount of fees likely to be incurred
 Yes No Do not know

(d) the client's ability to pay the fees likely to be incurred within the first 90 days
 Yes No Do not know

(e) confirming that the amount of the retainer will not be less than the estimate of fees likely to be incurred in the first 90 days (or explaining why the retainer amount is less than that amount)

Yes No Do not know

(f) the client's likelihood of refusing to pay fees as agreed
 Yes No Do not know

(g) the firm's ability to meet the client's expectations as to the outcome
 Yes No Do not know

(h) the substantive and procedural expertise required for the representation and the ability of firm lawyers to competently handle the engagement
 Yes No Do not know

(i) the prospective client's prior relationships with lawyers and other professionals
 Yes No Do not know

(j) the prospective client's litigation history
 Yes No Do not know

(k) potential "issues" conflicts between the prospective client and existing clients
 Yes No Do not know

(l) the terms of the engagement letter
 Yes No Do not know

41. Is it possible for a lawyer to open a new matter file for an existing client whose accounts receivable is more than 90 days overdue without obtaining specific approval from someone in management?
 Yes No Do not know

42. Does the firm have a policy requiring that no work be commenced for a prospective client, or on a new matter for an existing client, until the work is

approved by a designated partner/shareholder or committee?
 Yes No Do not know

(a) If the answer to 42 is yes, is the policy in writing?
 Yes No Do not know

43. Does the firm's billing system allow time to be recorded on a new matter before any of the following events?

(a) completing *all* of the client intake procedure requirements
 Yes No Do not know

(b) obtaining approval to open the file from the partner/shareholder or committee responsible for intake and conflict reviews
 Yes No Do not know

(c) mailing a proposed engagement letter to the client
 Yes No Do not know

(d) receiving a countersigned engagement letter from the client
 Yes No Do not know

44. Does the firm's billing system allow time to be stored in a temporary or similar category and entered later into the billing system when a client number is issued?

Yes No Do not know

45. If the answer to 44 is yes, how long can time be "parked" in this way?

- ___ (a) one week
___ (b) one month
___ (c) indefinitely
___ (d) do not know

46. Does the firm permit lawyers to maintain "general" files for any of its clients?

Yes No Do not know

47. If the answer to 46 is yes, is there a policy prohibiting the use of general files for new matters for the same client when any third party is involved?

Yes No Do not know

(a) If the answer to 47 is yes, is the policy in writing?

Yes No Do not know

48. If the answer to 47 is no, is there a policy, form, or procedure for doing a conflicts check before recording time in a general file or opening a new matter whenever a new third party is involved in the engagement as an adversary or interested party?

Yes No Do not know

(a) If the answer to 48 is yes, is the policy in writing?

Yes No Do not know

Assigning Personnel to Clients/Matters

49. Is there a partner/shareholder or committee (other than the introducing lawyer) responsible for assigning professional personnel to engagements?

Yes No Do not know

(a) If the answer to 49 is yes, identify any such partner/shareholder or committee: _____

50. If the answer to 49 is yes, can the partner/shareholder or committee require that a partner/shareholder

other than the introducing lawyer oversee the engagement?
 Yes No Do not know

51. Does the firm always require the following personnel to have experience appropriate to the engagement before being assigned to the engagement?

(a) partner/shareholder responsible for the engagement
 Yes No Do not know

(b) other partner/shareholder
 Yes No Do not know

(c) associate
 Yes No Do not know

52. Are any matters permitted to be handled by a single lawyer without regular review by a second lawyer?
 Yes No Do not know

**Accepting Representation—
Engagement Letters**

53. Does the firm have a policy requiring that engagement letters must be used for *new clients*?
 Yes No Do not know

(a) If the answer to 53 is yes, is the policy in writing?
 Yes No Do not know

54. Does the firm have a policy requiring that engagement letters must be used for *new matters for existing clients*?
 Yes No Do not know

(a) If the answer to 54 is yes, is the policy in writing?
 Yes No Do not know

55. Specify any clients, matters, or situations excepted from the

requirement of using an engagement letter:

56. Are standard form engagement letters available to everyone in the firm?
 Yes No Do not know

57. Are there different form engagement letters for different types of matters or clients?
 Yes No Do not know

58. Other than the introducing lawyer, is there a partner/shareholder or committee responsible for reviewing engagement letters sent to clients to ensure that they conform to the standard forms or to approve variations?
 Yes No Do not know

59. If the answer to 58 is yes, identify any such partner/shareholder or committee: _____

60. Do individual lawyers have authority to use engagement letters that differ from the firm's standard form engagement letters?
 Yes No Do not know

61. If the answer to 60 is yes, when lawyers use nonstandard form engagement letters, are these reviewed and approved by an independent partner/shareholder or committee?
 Yes No Do not know

62. Is there a policy requiring that engagement letters be countersigned by the client?

Yes No Do not know

(a) If the answer to 62 is yes, is the policy in writing?

Yes No Do not know

63. If there is a requirement that the engagement letter be countersigned by the client, specify any categories of clients or situations excepted from that requirement: _____

64. If engagement letters are required to be countersigned by the client, is there a policy requiring that the countersigned letter be returned before work is allowed to commence?

Yes No Do not know

(a) If the answer to 64 is yes, is the policy in writing?

Yes No Do not know

65. If the answer to 64 is yes, have there been instances in the last year where work on new matters proceeded without ever having obtained a countersigned engagement letter from the client?

Yes No Do not know

66. If the answer to 65 is yes, was the absence of a countersigned engagement letter approved by a partner/shareholder or committee designated by the firm to oversee the file opening procedures?

Yes No Do not know

67. If there is a requirement that the engagement letter be countersigned by the client, is compliance with that requirement monitored by the firm?

Yes No Do not know

68. If the answer to 67 is yes, are matters automatically closed and nonengagement letters dispatched if no countersigned copy of the engagement letter is received within a designated time?

Yes No Do not know

Terms of the Engagement

69. Do any new engagements involve “nonrefundable” retainers or advances?

Yes No Do not know

70. Do any new engagement billing arrangements penalize the client for exercising its right to discharge the firm for no reason (e.g., by allowing the firm to keep a certain amount of money)?

Yes No Do not know

71. Has any engagement involved any element of entrepreneurial involvement in the client’s business by the firm or any of its individual lawyers as part of the fee arrangement?

Yes No Do not know

72. Is there a partner/shareholder or committee with the authority to terminate clients if they do not adhere to the terms of the engagement letter?

Yes No Do not know

(a) If the answer to 72 is yes, is the policy in writing?

Yes No Do not know

73. If the answer to 72 is yes, please identify the partner/shareholder or committee: _____

**Declining Matters—
Nonengagement Letters**

74. Does the firm have a policy requiring that a letter be sent to all persons and entities who consult the firm but where either the firm or the prospective client declines the engagement?

Yes No Do not know

(a) If the answer to 74 is yes, is the policy in writing?

Yes No Do not know

75. Does the firm have standard nonengagement letters that are available to the lawyers in the firm?

Yes No Do not know

76. If the prospective client has provided information or been interviewed, is that person's name placed in the firm's conflict system database?

Yes No Do not know

Referrals

77. Does the firm have a policy regarding whether lawyers may refer actual or prospective clients to lawyers outside the firm?

Yes No Do not know

78. Does the firm have a policy requiring that, whenever a referral

is made, a nonengagement letter be sent?

Yes No Do not know

4. CLIENT RELATIONS QUESTIONNAIRE

Confidentiality

1. Does the firm have a policy for all lawyers and support staff explaining the applicable duties to preserve client confidences?
 Yes No Do not know
(a) If the answer to 1 is yes, is the policy in writing?
 Yes No Do not know
2. If the answer to 1 is yes, does the policy define confidential information as all information acquired by the firm in connection with any client engagement?
 Yes No Do not know
3. If the answer to 1 is yes, does the policy prohibit leaving confidential papers in open or public areas?
 Yes No Do not know
4. If the answer to 1 is yes, does the policy prohibit leaving computer monitors on in places where they can be easily seen by passersby?
 Yes No Do not know
5. If the answer to 1 is yes, does the policy prohibit visitors from walking through the firm's offices unescorted?
 Yes No Do not know
6. If the answer to 1 is yes, does the policy discuss the use of e-mail, faxes, and mobile or cell phones?
 Yes No Do not know
7. If the answer to 1 is yes, is the policy part of a lawyers or employees manual?
 Yes No Do not know
8. If the answer to 1 is yes, is the policy specifically brought to the attention of all new employees (including laterally hired lawyers) as part of any formal orientation process?
 Yes No Do not know
9. If the firm conducts orientation for newly hired professional employees, is the confidentiality policy specifically addressed?
 Yes No Do not know
10. If the firm conducts orientation for newly hired support staff, is the confidentiality policy specifically addressed?
 Yes No Do not know
11. When the firm accepts a new client, does the firm have a policy requiring that clients be advised in the engagement letter of the risks to attorney-client confidentiality associated with the technologies likely to be used?
 Yes No Do not know
(a) If the answer to 11 is yes, is the policy in writing?
 Yes No Do not know
12. In any engagement in which the firm believes a client would suffer harm from disclosure of the client's secret information, please check any of the following issues about which the firm has a policy requiring the responsible lawyer to consult with the client:

 ___ (a) whether the engagement involves the client in providing secret information (such as

information about securities, or other federal or provincial regulatory filings, trade secrets, intellectual property, or proprietary business information)

- ___ (b) what means of technology the client wants the firm to use when communicating with the client
- ___ (c) the dangers of using, and/or obtaining the client's consent to the firm using, the following technologies:
 - ___ i. cordless phones
 - ___ ii. cell phones
 - ___ iii. facsimile (fax)
 - ___ iv. encrypted e-mail
 - ___ v. unencrypted e-mail
 - ___ vi. Internet
 - ___ vii. intranet

Client Communications

- 13.** Does the firm have a policy requiring regular or periodic communication with clients?
 Yes No Do not know
- (a) If the answer to 13 is yes, is the policy in writing?
 Yes No Do not know
- 14.** If the answer to 13 is yes, does the policy address the following issues?
- (a) frequency of communication
 Yes No Do not know
- (b) the kind of information that needs to be communicated to clients
 Yes No Do not know
- (c) which client communications should be in writing

Yes No Do not know

- (d) specific time requirements regarding returning clients' telephone calls
 Yes No Do not know
- (e) providing regular status reports to clients
 Yes No Do not know
- (f) specific circumstances under which special status reports should be sent to clients
 Yes No Do not know
- (g) providing clients with copies of significant correspondence, pleadings, etc., both prepared and received by the firm
 Yes No Do not know

- 15.** Has the firm adopted a procedure for seeking client feedback on the quality of client service and the work product of its lawyers?
 Yes No Do not know

Billing and Collections

Recording Time

- 16.** Does the firm have a policy regarding when time must be recorded and entered in the billing system?
 Yes No Do not know
- 17.** If the answer to 16 is yes, how often does the policy require the time to be entered?
___ (a) daily
___ (b) weekly
___ (c) monthly
___ (d) other
- 18.** Does the firm actively monitor compliance with the policies for time recording and entry?
 Yes No Do not know

19. Are there any penalties if time is recorded late:

___ (a) by associates

___ (b) by partners

20. Regardless of the relevant policies, are you aware of lawyers who wait until the end of each month to enter their time into the billing system?

Yes No Do not know

21. If the answer to 20 is yes, estimate whether the number of lawyers who enter their time at the end of the month are:

___ (a) few

___ (b) some

___ (c) many

22. Are there policies and procedures in place to prevent time recorded by one lawyer from being billed to a client as if performed by a different lawyer?

Yes No Do not know

23. Is it possible for a lawyer, whether a billing partner/shareholder or other, to increase the amount of time recorded on a matter *after* the time has been entered in the billing system (other than to correct typographical errors or conform two lawyers' entries for the same activity)?

Yes No Do not know

Billing

24. Is there any policy or procedure to prevent bills from being sent to new clients before there is any record of formal engagement?

Yes No Do not know

25. Does the firm have a policy or procedure for reviewing bills

before they are sent out by anyone other than the billing partner/shareholder, or other partner/shareholder responsible for the client and/or matter?

Yes No Do not know

(a) If the answer to 25 is yes, is the policy in writing?

Yes No Do not know

26. If the answer to 25 is yes, is the person

___ (a) a lawyer

___ (b) an administrator

27. Does the person review the bills to insure that:

(a) Billing rates are consistent with those in the engagement letter or fee agreement.

Yes No Do not know

(b) Time recorded is by personnel assigned to work on the matter.

Yes No Do not know

(c) The work described is appropriate to the engagement.

Yes No Do not know

(d) The client is not being billed for impossible charges (such as a 27-hour day) or unauthorized charges (such as travel time).

Yes No Do not know

(e) Time entries have not been increased following their original entry (other than to correct typographical errors or to conform multiple lawyers' entries for the same activity).

Yes No Do not know

(f) Time has not been moved from one timekeeper to another.

Yes No Do not know

28. If the reviewer finds a problem with a bill, to whom does the reviewer refer the problem?

29. If the reviewer finds a problem with a bill, can the billing partner/shareholder unilaterally insist on sending the bill out unchanged without referring the matter to any other partner/shareholder or committee?

Yes No Do not know

30. Have any such problems been discovered in bills during the last year?

Yes No Do not know

31. If so, were they referred to the person or committee designated by the firm to review such matters?

Yes No Do not know

32. Were the problems resolved appropriately?

Yes No Do not know

33. If a client disputes a bill, can the billing partner/shareholder or other partner/ shareholder responsible for the client relationship unilaterally resolve the dispute without referring the matter to another person or committee?

Yes No Do not know

34. If the answer to 33 is yes, can the billing partner/shareholder unilaterally make any of the following decisions without referring them to another person or committee?

(a) Reduce the bill by any amount deemed appropriate.

Yes No Do not know

(b) Reduce the bill by a limited amount.

Yes No Do not know

Closing Letters

35. Does the firm have a policy requiring that a letter be sent to each client promptly following the closing of a file and the conclusion of each matter?

Yes No Do not know

(a) If the answer to 35 is yes, is the policy in writing?

Yes No Do not know

36. If the answer to 35 is yes, is there a standardized form for such letters?

Yes No Do not know

Collections

37. Does the firm have policies or procedures on collecting accounts receivable?

Yes No Do not know

(a) If the answer to 37 is yes, are the policies in writing?

Yes No Do not know

38. Is responsibility for collections clearly assigned between lawyer and staff?

Yes No Do not know

39. Is training provided to lawyers and staff on prudent collection techniques?

Yes No Do not know

40. Does the firm use standardized collection letters?

Yes No Do not know

41. Does the firm ever permit suing clients for fees?

Yes No Do not know

42. If the answer to 41 is yes, is the billing partner/shareholder responsible for making that decision?

Yes No Do not know

43. If not the billing partner/shareholder, who is the person responsible for making the decision in question 41?

44. Is there a checklist or screening procedure that must be followed before fee collection litigation is pursued?

Yes No Do not know

45. Before a collection action is filed, must the handling of the matter be reviewed by a lawyer who did not work on the matter to determine the likelihood of a responsive claim for legal malpractice?

Yes No Do not know

5. DOCKET (I.E., TICKLER/CRITICAL DATE REMINDER) AND CALENDAR SYSTEMS QUESTIONNAIRE

1. Does the firm have written policies and procedures for maintaining docket and calendar information?
 Yes No Do not know
2. Is the firm's docket and calendar system centralized for the following?
(a) for the entire firm
 Yes No Do not know
(b) for each office
 Yes No Do not know
(c) for all practice groups
 Yes No Do not know
(d) for some practice groups
 Yes No Do not know
3. If the answer to 2(c) is yes, which ones?

4. Are all docket control systems computerized?
 Yes No Do not know
5. Is an individual assigned input responsibility for each docket control system?
 Yes No Do not know
6. Is the system's backup data stored off-site?
 Yes No Do not know
7. Are there any individual lawyers who maintain their own individual calendar or docket not part of a firm, office, or practice group system?

- Yes No Do not know
8. For each docket and calendaring system involving more than one lawyer, is there a person designated as primary docket manager?
 Yes No Do not know
9. If the answer to 8 is yes, check which of the following persons is designated as primary docket manager:
 ___ (a) partner/shareholder responsible for the matter
 ___ (b) associate assigned to work on the matter
 ___ (c) paralegal
 ___ (d) secretary
 ___ (e) docketing clerk
10. For any specific matter, who determines what dates or events are entered into the docket system?
 ___ (a) partner/shareholder responsible for the matter
 ___ (b) associate assigned to work on the matter
 ___ (c) paralegal
 ___ (d) secretary
 ___ (e) docket clerk
11. In addition to any centralized calendar or docketing system, do lawyers and their secretaries or paralegals customarily maintain separate individual calendars for the matters they are working on?
 Yes No Do not know
12. Does the firm have the capability of synchronizing lawyers' PDAs

(i.e., Palm Pilot or equivalent) with the central docket?

Yes No Do not know

13. Does the firm require the use of personal digital assistants (PDAs) that are synchronized with the central docket?

Yes No Do not know

14. Do all lawyers currently synchronize their PDAs with the central docket?

Yes No Do not know

15. Does any lawyer currently synchronize his or her PDA with the central docket?

Yes No Do not know

16. Is there a policy requiring that all matters be reviewed at intake for applicable statute(s) of limitation?

Yes No Do not know

(a) If the answer to 16 is yes, is the policy in writing?

Yes No Do not know

17. If the answer to 16 is yes, state who is responsible for reviewing all matters at intake for applicable statute(s) of limitation.

18. Does the firm's New Client/Matter Information form include specific questions to elicit initial deadlines for actions?

Yes No Do not know

19. Is it the firm's policy that every completed New Client/Matter Information form be delivered to the designated controllers of the docket control system?

Yes No Do not know

(a) If the answer to 19 is yes, is the policy in writing?

Yes No Do not know

20. In addition to the centralized docket control system, is there a partner/shareholder responsible for docket control for all files/matters in each practice group or office?

Yes No Do not know

21. Where the firm operates a calendaring system for any practice group or area, check which of the following practice areas and activities the system includes:

(a) Litigation:

- statutes of limitations
- pleading deadlines
- court dates (filings and appearances)
- discovery dates
- opposing party deadlines

(b) Tax, trusts, and estates:

- tax returns
- litigation deadlines

(c) Real estate:

- contract deadlines
- loan/documentation deadlines
- inspection/due diligence deadlines
- closings
- lien notifications
- recording deadlines

(d) Corporate/commercial:

- annual meetings
- regulatory filing deadlines
- tax return/financial statement deadlines

(e) Regulatory practices:

- all filing and reporting deadlines

(f) Patent and trademark:

___ all deadlines for filing applications, domestic and foreign

___ all dates of annuity or maintenance payments

(g) All practice areas:

___ all appointments and meetings

___ all self-imposed deadlines

___ regular communications with clients

Note: If your office or practice group has a computerized docket or calendar system in place, please answer the following questions about that system.

22. Does the system provide at least three reminders before the arrival of deadline dates?

Yes No Do not know N/A

23. Does the system, and the daily reminder circulation sheets, include all secretaries, paralegals, and support staff?

Yes No Do not know N/A

24. Check which of the following information or activities are automatically accessible to everyone operating and using the system:

___ (a) the completion of scheduled/deadline activities

___ (b) the adjournment of scheduled activities

___ (c) the addition of all new scheduled events

___ (d) the regular notification of clients of the status of matters

___ (e) circulation of daily docket control reminder sheets

___ (f) daily docket control reminder sheets that

include the timed advance reminders of scheduled activities/deadlines within one week of the date of the reminder sheet

___ (g) vacation schedules of professional and support staff

25. Are statutes of limitations and other deadline dates recorded conspicuously in the file?

Yes No Do not know N/A

26. Are there any lawyers in the firm who do not participate in a practice group or other centralized calendar/docket control system?

Yes No Do not know N/A

27. If the answer to 26 is yes, what percentage of lawyers in the firm do not participate in such a calendar/docket control system?
_____ %

File Controls

28. Are client and matter numbers assigned centrally?

Yes No Do not know

29. Does the firm have written policies and procedures for the opening of new files?

Yes No Do not know

30. Does the firm have policies and procedures for marking items for filing?

Yes No Do not know

31. Does the firm have policies and procedures for the protection and separate storage of original documents, original evidence, or other items of intrinsic value relating to client matters?

Yes No Do not know

32. Does the firm have a policy requiring the maintenance of a schedule of original documents, original evidence, or other items of intrinsic value in the possession or custody of the firm?
 Yes No Do not know
33. If the answer to 32 is yes, how often is the schedule required to be updated?

34. If the answer to 33 is yes, does the firm's property insurance coverage encompass loss or destruction of any or all such items?
 Yes No Do not know
35. Does the firm have a policy for the retention and destruction of documents?
 Yes No Do not know
36. Does the firm have policies and procedures for closing files?
 Yes No Do not know
- (a) If the answer to 36 is yes, is the policy in writing?
 Yes No Do not know

Closing Letters

37. Does the firm have a policy requiring that a letter be sent to all clients promptly following the closing of a file and the conclusion of each matter?
 Yes No Do not know
- (a) If the answer to 37 is yes, is the policy in writing?
 Yes No Do not know
38. Do any such policies and procedures require that the closing letter be sent before the file can be marked closed?
 Yes No Do not know

39. If the answer to 38 is yes, does the letter inform the client of the file destruction policy?
 Yes No Do not know
40. If the answer to 39 is no, does the firm have a *form* closing letter?
 Yes No Do not know
41. If no closing letter is sent to the client or if the letter does not address the issue of file destruction, is that issue communicated to the client another way?
 Yes No Do not know
42. Is a central list maintained for all active files?
 Yes No Do not know
43. Is a central list maintained for all files in off-site storage?
 Yes No Do not know
44. Is a central list maintained for all files that have been destroyed?
 Yes No Do not know
45. Where documents are stored electronically, is there automatic backup at least weekly?
 Yes No Do not know
46. If the answer to 45 is yes, is the backup stored off-site?
 Yes No Do not know

SCREENING NEW LAWYERS OR EMPLOYEES

When a lawyer leaves one firm to join another firm, and the new firm represents a client that is adverse to a client of his former firm, he may be disqualified from representing the client of the new firm. Under certain circumstances, the new firm may be required to withdraw from its representation of the client under the theory of vicarious disqualification. The same result may occur when a non-lawyer employee switches from one firm to another that represents a party adverse to a client of the previous firm.

In some jurisdictions, but not all, lawyers and non-lawyer employees may be "screened" from the case involving the adverse parties so that the firm need not be disqualified from continuing to represent its client. Check the disciplinary rules and common law in your jurisdiction to determine whether screening is allowed and, if so, under what circumstances.

The following is a screening policy that was found to have been effective by the Supreme Court of Tennessee in Clinard v. Blackwood, ___ S.W.3d ___, 2001 WL 530834 (May 18, 2001):

1. the managing partner will compile a list of all matters where a potential conflict exists because of previous employment;
2. all attorneys, summer associates, paralegals, and legal secretaries will be instructed in writing not to discuss the specified matter or matters with, or in the presence of, the newly hired individual or to permit such individual to have access to any files pertaining to such matters;
3. all attorneys, summer associates, paralegals, and legal secretaries will be instructed in writing to place brightly colored labels on all files pertaining to the specific client or matter which will state the following: "The person listed below is not allowed to access this file and no discussions should be had with or around this person regarding this case. This is in accordance with Ethics Opinion 89-F-118 of the Tennessee Board of Professional Responsibility. (Individual's name)";
4. all attorneys in the Firm will be advised that no reference shall be made to the case or matters in the Firm's daily newsletter;
5. the newly hired attorney . . . shall, if possible, be located on a different floor or on a different part of the floor, than the attorneys, paralegals and secretaries involved in the case(s) under question; and
6. the managing partner will fully inform any affected client of the conflict in writing before the new employee reports to work.

The screening policy must be implemented before the hiring of the attorney or other employee of the firm representing the adverse party. The newly hired attorney or other employee must be notified that he/she is forbidden from engaging in any work, having any discussions, gathering any information and being involved in any way with the case(s) under question.

