ASB CLIENT-KEEPER PACKAGE

Communication Tools to Enhance Client Relations and Make Your Life a Little Easier

A manual prepared by the
Practice Management Assistance Program
a Member Service of the
Alabama State Bar

PREFACE

This manual is provided as a service of the Alabama State Bar's Practice Management Assistance Program. Our goal is to assist attorneys in improving client relations and providing practical systems to establish quick, consistent, and easy-to-use processes for exchanging information with their clients.

These materials do not establish a standard of care for attorneys. They are not a complete analysis of the topics they cover, nor should they be construed as providing legal advice. They are merely suggestions for setting up and maintaining easy, regular and systematic communications with clients as their cases progress.

These materials were adapted from those contained in the Ohio State Bar Association's *Client Keeper Package*. We are grateful to the Ohio State Bar Association for its permission to use and modify its publication. The Alabama State Bar hereby grants permission for these materials to be reproduced in whole or in part and to be amended and adapted to suit the needs of lawyers for use in their offices and for distribution to clients. The documents contained in this publication may not be reproduced for sale or otherwise used for profit.

Practice Management Assistance Program

TABLE OF CONTENTS

EFFECTIVE CLIENT RELATIONS

Most clients are thankful to have found a lawyer to handle their case, and they don't complain about the treatment they receive in their lawyer's office until they feel they have been pushed as far as they intend to go. By the time they do complain, the situation is often past the point of repair. The most common client complaints involve unreturned phone calls, unexpected bills, and unannounced changes in the strategy of handling, or the personnel working on, their cases.

Management studies show that it costs a business from seven to ten times more to attract a new customer than it does to retain an existing one. For that reason alone, it makes a lot of sense to try to keep all of your clients satisfied. In addition, a significant number of malpractice claims and grievances filed against lawyers result from the lawyer's failure to follow common sense rules for effective communication with clients.

The first step toward establishing positive client relations is to adopt uniform office policies and procedures regarding all aspects of client communication, and then ensure that all firm members and staff follow them. The documents contained in this manual are designed to create "client friendly" communication procedures which may be adjusted to suit your needs. Include them in your office procedures manual, or copy and distribute them to your staff

TELEPHONE PROCEDURES

Telephone calls are often a firm's first opportunity to make a good initial impression on potential new clients, yet law firm receptionists are usually the most poorly paid, least trained and least respected staff members. In addition, clerical staffers are seldom praised or rewarded for spending time on the telephone instead of doing other work – even when they are helping clients. In addition, telephone calls present lots of opportunities for ethical violations in the form of inadvertent release of confidential client information.

If you develop sound policies and procedures for the handling of telephone calls for all your staff members and lawyers, you'll have an advantage over other firms when it comes to getting and keeping good clients.

- Establish the order in which staff members are expected to answer the phone. For example, if the receptionist is on a call, the phone should ring at secretary A's station, and she should pick up after a stated number of rings (no more than three or four). Avoid the situation where everyone is responsible for answering the phone – and no one does.

- Tell your support staff *exactly* how you want the telephone answered and what you want said. For example: "Good morning, [firm name]. Remind those answering the phone to say the firm's name slowly and distinctly enough that the caller knows he or she has reached the right number.

- Have the person answering the phone first ask "How may I direct your call?" or state that "Attorney [name] is [or is not] available. Who may I say is calling, please?" Avoid asking the person's name first and *then* telling them whether or not the attorney is available. This procedure may make a client feel his or her call is less important than another person's. *Always thank clients for calling!*

- Take the time to role-play with new employees until you are sure they understand how you want them to answer the phone and that they are proficient at it. Then, have someone they don't know make test calls to your office and report back to you on how they are doing.

- If your firm does not have a computer-based phone messaging system, record the names and numbers of everyone whose call is not put through to the attorney or staff person they ask for on a duplicate message pad. Fill out all information completely and press hard to make sure that the information on the copy is legible in case you have to refer to it again. Messages slips, if you still use them, should *always* be put in the same place to be picked up by the attorney or staff member upon his or her return.

- Spell out *who* is to talk to clients and *what* is – and is not – to be said when the attorney is out of the office or otherwise unable to take calls. Staff should be cautioned to *never give legal advice* when talking to clients. Any almost any statement that begins with "In my opinion..." or "If I were you..." is probably going to be taken by the caller as legal advice.

  Perhaps all calls are referred to the absent attorney's secretary, or perhaps the receptionist fields all calls. Whoever talks to your clients, remember to instruct him or her to say: "Attorney [name] is in court at this time, but I expect him/her later today. When is a good time to return your call and at what telephone number can you be reached?" Such a response sounds *much* better, and is more likely to result in prompt contact, than: "Attorney [name] is out this afternoon. Can I have him/her call you?" (Caution: Staff should *never* reveal to a caller anything about the identity of other clients or the nature of other cases the attorney is working on.)

- **Return all calls by the end of the business day, if possible, and at the latest within 24 hours.** If an attorney is not able to return the calls, support staff should do so by explaining the nature of the delay and determining if an emergency exists. The computerized message system or duplicate pad comes in handy for this. Without revealing the name of the client or the nature of the case, a staff member may say: "Attorney [name] is still in trial, but anticipates returning your call tomorrow. Is this something that will require a call before that time, or is there some information I can get for you?"

- Develop a written policy for how you will handle telephone calls and give it to all new clients when they first engage your firm. This policy should spell out generally when you will be available to take calls, how you will return calls, and who the client can expect to deal with if you are unavailable. Most clients will be satisfied with your response time if you have previously told them what to expect and you meet those expectations.

- Be careful about the placement of those who answer the phone. Be sure clients and others waiting in the reception area cannot hear the identity of phone callers being announced or other confidential details of the representation.

- Develop procedures for handling *true* emergency calls and practice them with your staff. You may wish to have your secretary discretely knock on your door and place a note in front of you where no one else can see it.

- *NEVER*, unless you are following emergency procedures, take a call (or read a text or an email) from a client while you are in conference with another client. Even excusing yourself to do so will make the client present wonder why the other

client is so much more important. If it is an actual emergency, without disclosing any confidential information, let the present client know and advise him or her how long it will take. If the emergency will take more than 5 minutes to handle, immediately reschedule with the present client so that you do not waste any more of his or her time.

- While smartphones have become a ubiquitous tool for lawyers, remember that some confidential client information is so sensitive that it should never be discussed by cell or cordless telephone without the client's knowledge and consent. This is particularly true if you use a Bluetooth headset. Your conversation can be intercepted by anyone in range with the proper equipment.

- Exercise extreme caution when discussing any confidential client information by cell phone outside the confines of your office. Most of us are louder than we think when we are when we are on the phone, especially when we are outside, and you never know who may be listening.

- Establish a PIN or password for your smartphone, and use it. Most lawyers carry a wealth of confidential client information on their phones, and they are easy to misplace and easy to steal. The brief delay in accessing your information while putting in a PIN is a small price to pay for keeping your confidential data safe.

- Require a PIN to check any voicemail system, but especially your cellular voicemail. The default for some cellular voicemail systems does not require a PIN when you call voicemail from your own phone. The system recognizes your number and puts you right through to your messages, however, as the voicemail hacking scandal in Great Brittan has proven, equipment to spoof a phone number is readily available.

- Don't keep voicemail or text messages available on your smartphone any longer than needed. If you think the message should be preserved for use in the case or for your own protection against claims of malfeasance by the client, move it to the matter folder and out of the voicemail system where it's more easily subject to hacking.

- Install and set up an app, such as Find My iPhone or Where's My Droid. Practice locating your phone, locking it, and erasing your data. Then, if the worst should happen and your phone truly is lost or stolen, you'll be prepared.

Client Telephone Policy

[Firm Name]
TELEPHONE POLICY

This Telephone Policy has been prepared as a guide for our clients regarding our telephone policies and procedures. As we discussed during our initial conference, it is very important that we maintain open lines of communications during your legal matter. Because the telephone is one of the quickest ways for us to exchange information about your case, we want to make sure that we have procedures in place that will make it easy for you to reach the appropriate person when you call. We know your time is valuable, and we want to do whatever we can to reduce the wasted time and irritation of playing "telephone tag." Our telephone policy helps us in our efforts to provide excellent legal services by offering an efficient and time-saving procedure for making and returning our clients' calls.

For this reason, we ask that you agree to assist us in putting this policy into place. If for any reason you cannot work within the guidelines of this policy, please immediately notify the attorney working on your case so that we can work out a mutually agreeable alternative plan.

TELEPHONE HOURS:

Except in an emergency (which will be described below) please call your attorney during the following office hours: **[Insert the hours you will receive calls here.]** Your call will usually be returned during these same hours. Please remember, however, that at times your attorney may not be available during these hours due to trial or other client-related matters. Please do not be upset if he or she is not immediately available to take your call. Someone from our firm will always make every effort to return your call within **[insert time period here]**. In the unlikely event that your call is not returned within this period of time, we request that you call us back and let **[insert designated person here]** know that your call was not returned in a timely manner.

EMERGENCIES:

If your call is urgent, please explain all details regarding the emergency to your attorney's legal assistant or, if he or she is not available, to the person answering your call. Your attorney, his or her assistant, or another attorney within our firm will return your call as soon as possible.

From time to time you may believe that you have an emergency before or after regular business hours or over the weekend. What may seem like a crisis or emergency to you may actually be a routine matter for our experienced attorneys and staff. For that reason, we would like to provide you with information which will help you assess

the urgency of your situation. **[Insert information here on the typical "urgent" situations your clients may experience, and what they should do (weekend numbers, etc.) in the event of a true emergency. Some firms charge a surcharge for weekend work or work which becomes "urgent" due to the client's procrastination. If you do this, be sure to set it our fully in both this phone policy and your fee agreement.]**

PREPARATION FOR TELEPHONE CONFERENCES:

Before calling, please prepare a written list of the matters you wish to discuss with your attorney. If he or she is not available when you call, please share your list with his or her assistant so that he or she can be prepared for your discussion when returning your call. This will save valuable time and will also save you money. Please remember, however, that only the attorney can give you legal advice. Please do not ask the legal assistant for advice in the attorney's absence.

NOTE TAKING SUPPLIES:

Before calling, please have a pen and paper available for taking notes during your conference. Your notes will give you a convenient record of the conversation, including important dates, information, advice or instructions which you receive from the attorney.

VOICE MAIL:

Our firm utilizes voice mail if you would prefer to leave a more detailed message for your attorney. Please feel free to utilize either voice mail or speak directly with your attorney's legal assistant, as you prefer.

YOUR TELEPHONE NUMBERS:

It is our policy to use a client intake sheet and to obtain all of your contact information, including your telephone numbers, at the time you become a client of our firm. Nonetheless, when you call we may ask you for your telephone number. This is to ensure that we are able to return your call as quickly as possible at the correct number on that particular day. We would also appreciate it if you would let us know whether we may return your calls after regular business hours and on the weekend in case time pressures from trial or other client matters prevent us from returning calls during regular telephone hours. In the event that you change phone numbers for any reason, please immediately notify your attorney's legal assistant of your new number or numbers.

ENSURING CLEAR COMMUNICATIONS:

If there is anything you do not understand during a telephone conference with one of our attorneys, please do not hesitate to say so, and to ask all of the questions you have. This is your time, you are paying for it, and is it very important to us that you feel that you are receiving all of the information to which you are entitled.

VOICING YOUR CONCERNS:

We are very proud of our excellent attorneys and staff and we are confident that you will enjoy working with them. If, however, you have a question or concern about your relationship with anyone on our staff, or are less than completely satisfied with our firm for any reason, please let your attorney know immediately. Please do not notify his or her legal assistant, as it is extremely awkward for the assistant to be "in the middle." If you do not feel comfortable addressing your concerns with your attorney, please **[insert additional information about who to address concerns to here]**. Please know that our goal is complete client satisfaction, and we cannot address concerns or problems that we do not know about.

IMPROVING OUR TELEPHONE CONFERENCING PROCEDURES:

We are dedicated to improving all of our workplace procedures. If you have any suggestions on how we could improve our handling of your telephone calls to enhance our legal services, please do not hesitate to share those suggestions, or suggestions on any other matters, with us. We are always looking for good new ideas. Likewise, we are always glad to know when we are doing something right, and we appreciate your positive feedback on a job well done.

THANK YOU!

Your cooperation and assistance plays a critical role in the success of our attorney-client relationship. In addition, your cooperation will help all of us enjoy time and money saving benefits through the use of this telephone policy. We want to let you know how much we appreciate your cooperation in this matter, and to thank you again for giving us the opportunity to serve you in connection with your legal needs.

This form is a modification of a form developed by Nancy Byerly Jones of NBJ Consulting & Conflict Resolution (www.lawbusinesstips.com) and is provided with her permission, for which we are grateful.

INCOMING MAIL PROCEDURES

Modern law offices run on email, the U.S. Postal Service is in financial trouble, and the quantity of physical mail decreases every year. Nevertheless, law firms continue to receive regular mail and must take steps to process it in a way that maintains confidentiality and protects against loss or misfiling. After all, you cannot use a desktop search engine to find a lost letter.

- Designate a specific place to receive, open and date-stamp all incoming mail and packages.

- Mail should be received in a way that protects client confidences. It should not be opened and laid out at the receptionist's station where clients coming in for appointments can see it.

- Give a specific person responsibility for opening all incoming mail, and train a backup.

- All incoming mail should be date stamped. You may want some original documents to be date stamped on a "yellow sticky" for later removal or on the back of the document. If you want this done, be sure the mail opener knows how you want it done, and which types of documents the policy applies to.

- It is usually not necessary to save envelopes, but before discarding them the mail opener should compare the date of the postmark with the date of the letter. If a letter was dated substantially before it was mailed, it may be a good idea to save the envelope as proof that your "received" date is correct, that action on the item was timely following receipt, and that any delay was the fault of the sender or the postal service. If you want the envelopes saved and attached to correspondence, be sure the mail opener knows this.

- Designate one person to enter all court dates and other deadlines that are received by regular mail into the docketing system as orders and correspondence arrive. It is a good idea to have that person stamp and initial the document to indicate that the date has been placed on the calendar.

- After being opened and docketed, mail should then be sorted for each attorney or support staff member. The attorney's secretary should further sort mail into orders and correspondence, periodicals, and junk mail.

- If an attorney will be out of the office for more than a day, support staff should make a daily Mail Log (see example attached). As much as possible, mail should

be filed away as soon as received, unless it requires further attention. When the attorney returns, he or she can review the Mail Log to determine what items that have already been filed need to be pulled for review, after which the Mail Log may be disposed of.

- Another attorney in the office should look at the priority mail on the Mail Log and take care of any situations requiring immediate attention. Sole practitioners should have a support staff member look at mail and, if the attorney will not be communicating with the office daily, he or she should designate another local attorney to whom emergency matters can be referred. (Because this can constitute a breach of confidentiality, if you are a solo make sure your fee agreements contain a provision allowing your designated "cover" attorney to handle any emergencies in your absence.)

- Green cards or other certified mail or registered mail forms should be recorded in the Mail Log and attached to the appropriate document in the file.

- Any returned mail or changes of address should be noted and entered into the client database, practice management system or client file.

- Checks should be recorded as received and immediately given to bookkeeping to process as appropriate. Trust account deposits should be made daily.

Mail Log

Date	Matter	File#	Nature of Mail	Disposition

OUTGOING MAIL PROCEDURES

Outgoing mail should be handled with the same care as incoming mail, and firms should adopt procedures to endure this. Here are some things to consider when developing procedures for handling outgoing mail.

- Designate a specific place for processing all outgoing mail.
- Designate a specific person to prepare outgoing mail, and train a backup.
- If mail is processed through a mail room, all staff members should know when mail is picked up or taken to the post office so that emergency trips can be avoided. Keep to a regular schedule.
- Maintain client confidentiality for outgoing mail. Do not place it, with client names and addresses exposed, on the receptionist's desk for postal pick-up.
- If a postage meter is used, a specific person should be responsible for maintaining postage on the meter to ensure that you do not run out. Always train a backup.
- Record return receipt letters in a log for easy reference.

ELECTRONIC COMMUNICATIONS

Email is an extremely useful tool that can greatly facilitate business communications and make it much easier to quickly correspond with clients and opposing parties, however, email can also be a two-edged sword that can create ethical and malpractice problems for practicing lawyers if it is not used in a careful manner.

Rule 1.6 of the Alabama Rules of Professional Conduct requires that a lawyer, except as otherwise authorized, not reveal information relating to representation of a client unless the client consents after consultation, other than disclosures impliedly authorized to carry out the representation. The advent of email in the law office hasn't changed this rule, it's just made it much easier to quickly and thoughtlessly violate it with one click of the Enter key. And texting and communicating through media such as Facebook, Google+ and Twitter have amped up the possibility for unthinking breaches of confidentiality. Here are some procedures you can implement to prevent you from inadvertently releasing client confidences while using electronic communications.

- Obtain your client's permission to communicate by email in your fee agreement. The American Bar Association in Formal Opinion 99-413 has opined that, although email communications pass through servers that are not under the control of the lawyer or the client, there is an expectation of privacy in an unencrypted email communication that makes the use of email in the practice of law ethical. Nevertheless, it's a good idea to make sure that your client is comfortable with communicating in this way given the nature and sensitivity of the information you will be sharing.

- Warn your client about the potential dangers of using computers, email or other electronic communication systems such as smartphones at work for legal communications, and do not send legal communications to a client's work email address. Unlike a personal device or email address, electronic communication systems in places of business are usually considered to be under the control of the business that owns them and pose a significant risk that a third party may gain access to confidential communications sent through such a system. Communication through such a system may result in a breach of confidentiality or, even worse, waiver by the client of the attorney-client privilege. The ABA has recently issued Formal Opinion 11-459 which sets forth this obligation. The Alabama State Bar has not issued an opinion on this topic, but you cannot be too careful.

- Consider encryption to protect sensitive email communications. Outlook 2007 and 2010 will allow you to encrypt email messages (although the recipient must

also be set up to use encryption) and there are other applications such as PGP that can provide encryption for not only email messages but all documents stored on a hard drive. Or consider sending the sensitive or confidential information as a password-protected attachment, such as a Word, WordPerfect or PDF document, appended to an email message.

- Strip or scrub all email attachments of metadata. Under Formal Opinion 2007-02, Alabama attorneys have an obligation not to release confidential data by transmitting electronic documents containing metadata concerning the case. Likewise, attorneys receiving electronic documents have a duty not to mine metadata from such documents unless they have been produced in the course of e-discovery.

- If you use a confidentiality statement in your email messages, place it at the beginning of the message rather than as a footer at the end. This way someone who receives the email message by accident will not be able to say that they did not see the confidentiality notice before reading the message.

- Always use an email signature. Your signature should include your name and your firm name, your street or mailing address, your telephone number and your email address. This will reassure your client that messages received are really from you and will also make it easy to contact you by telephone if necessary.

- Set up your contacts so that not only the person's name but also the email address shows when you insert it into an email message. If you can see the entire address, you're less likely to send the message to the wrong James Smith or John Jones.

- Turn off the Auto Fill function of Outlook. This will prevent Outlook from inserting the wrong email address when you start to type a name.

- Avoid text messaging for substantive legal discussions. While text messages can be useful for setting or rescheduling appointments or finding clients in a crowded courthouse, limit your texts to non-substantive matters. The format is not conducive to expressing the nuances of the law. In addition, texts are harder than emails to protect and preserve, and pose a greater danger of being accessed by third parties.

- Never communicate about legal matters through social networks. Social networks are designed for sharing information, not for keeping it confidential. There are many better alternatives for immediate client communications.

- Stress to staff members the dangers of carelessly using email for client communications and make sure that they are properly trained to use whatever email system your office utilizes.

INITIAL CLIENT CONTACT

Initial client contact provides another opportunity for inadvertent ethical violations. Before taking on a new client, you must:

- Gather limited background information from your prospective client.
- Determine whether there is a conflict of interest.
- Record the prospective client in the conflict system, even if you do not undertake representation.
- Conduct a careful intake interview.
- Decide if you have the necessary time, expertise and, where appropriate, working capital, to handle the case.

After initial client screening but before undertaking representation of a client, *including obtaining confidential client information*, a lawyer must determine that a conflict of interest will not affect the representation. This exercise is required, and failure to screen for potential conflicts of interest can result in a legal malpractice suit, a complaint for violation of the Alabama Rules of Professional Conduct, or both.

The Comment to Rule 1.7 of the ARPC states that a "lawyer should adopt reasonable procedures appropriate for the size and type of firm or practice, to determine in both litigation and non-litigation matters the parties and issues involved and to determine whether there are actual or potential conflicts of interest."

Use either a simple card file or a computer application such as a stand-alone conflict of interest system or a practice management system to cross reference current clients, former clients, employees and their families, and adverse parties. If you represent corporate clients, include officers, directors, and any corporate staff people with whom you interact regularly. Do not rely on memory to provide you with a complete list of each and every client you have ever represented, and do not forget to enter information about both firm members and support staff, and their respective spouses, into the conflict system. *Remember that conflicts can exist between the potential client and the firm as well as between potential and existing clients*. The Conflict Search Form in this manual can help identify possible conflicts of interest.

Before agreeing to represent a client, you will need to gather information. Among the following documents are a client intake sheet for basic information, a general information questionnaire for more comprehensive information, and several appointment confirmation letters.

Contrary to what new lawyers may believe, failure to know and properly apply the law is not one of the greatest causes of malpractice claims. Notwithstanding this fact, even though you have screened a case carefully for conflicts and find that there are none, there still may be some situations when you don't want to take it. When a prospective client seeks services, which are outside your area(s) of expertise, you can avoid making a potentially costly mistake by declining the business and referring the case to a lawyer within your network whom you know has the expertise to handle it.

Whenever you decline to represent a prospective client after obtaining *any* information about the case, that name should be added to your conflict of interest system. This is true even if you only speak with the person on the telephone. If you obtain confidential information from a caller, an attorney-client relationship may have been formed for conflict of interest purposes, even if you don't obtain the person's name!

Keep a file which includes name, date of inquiry, the nature of the legal matter including opposing and related parties, the reason for the declination and, most importantly, a copy of the letter you sent notifying the person that you were not taking the case, as discussed in the next section. This will help you avoid the situation where you don't even remember speaking with the first party on the phone and suddenly find yourself representing the opposing party. It happens to good lawyers more than you would think, and it is terribly embarrassing.

Initial Appointment Confirmation Letter
(Short Form)

[Date]

Dear **[Prospective Client Name]**:

Thank you for contacting our firm about representing you concerning **[specify reason for representation]**.

We have scheduled an initial appointment with you on **[date]** at **[time]**. It is important that we meet with you as scheduled. Please complete the enclosed Intake Form and bring it with you, along with any papers, photographs or other items you think may be important to your case.

At this point, we do not yet represent you. After we have met with you and reviewed the information concerning this matter, we will tell you whether or not we will be able to represent you.

We look forward to meeting with you. Should you have any questions or need directions to our office, please feel free to call us.

Very truly yours,

Attorney Name

Enclosure

Initial Appointment Confirmation Letter

(Long Form)

Date

Dear **[Prospective Client]**:

Thank you for selecting me **[my firm]** for your inquiry regarding **[specify reason for inquiry]**. I appreciate the confidence you have shown in my professional integrity and ability.

I have scheduled an initial appointment with you on **[date]** at **[time]**. It is important that I meet with you as scheduled. Please feel free to call if you need directions to my office.

I have enclosed, and request that you complete, an Intake Form before you meet with me. This document will help maintain a record of your visit and give me certain necessary information. If I am already representing an opposing or potentially opposing party, this will allow me to let you know before you disclose any confidential information about your case. Please fill it out completely and bring it with you, along with any papers, photographs or other items you think might be important.

My practice is well established and I offer full service representation to a wide variety of clients, many of whom employ me in connection with more than one matter. I attempt to provide quality legal services at reasonable rates. I hope to remain *your* attorney for many years, and appreciate referrals of your family, friends, colleagues or associates who may require legal services. If I cannot help you in a particular type of case, I may be able to help you to find another attorney who can.

Part of the discussion during our meeting will relate to fees for professional services. **[I do not charge an initial consultation fee for most consultations.] [I charge an initial consultation fee of $ _____] for most basic consultations. This fee may increase if the time involved goes beyond the normal thirty minutes usually needed for an initial consultation regarding a simple problem. This charge may be waived, depending on your situation.]**

If, during our initial consultation, we determine that you need professional services, the charge for those services will be determined in one of several ways, depending upon the type of case and the legal services needed.

[Insert information about your policies on retainers, hourly billing, flat fees, and contingency fees here. You may wish to customize a letter for each type of case you handle.]

I make every effort to keep my fees competitive, and I am not offended if a potential client wishes to compare my fees to those of another lawyer or firm, however, I do not measure what I charge for certain services against what another practitioner may charge.

If you are "fee shopping" that is perfectly acceptable, but I hope that you will not make your final decision to retain a particular attorney on a low fee alone. Perhaps the less expensive lawyer knows the extent of his or her experience and the value of his or her services, and charges accordingly. If I feel that your matter is beyond the scope of my experience, I will suggest a referral to another attorney who has more knowledge of that particular area of the law. I believe that I have earned the reputation of zealously protecting my client's interests through the years. My support staff is effective and they are dedicated to assisting me as I help others.

At this point, I do not yet represent you. After I have met with you and reviewed the information concerning this matter, I will tell you whether or not I will be able to handle your case. Should you require professional services and elect to retain me, I believe that you will be pleased with the work I perform on your behalf. I consider the practice of law a calling and the opportunity to serve others in this capacity a blessing and a challenge unlike any other.

The Alabama State Bar adopted the Lawyer's Creed in 1992. The Creed is an illustration of what we in this office are committed to accomplish. It is included with your Intake Form. I hope that my adherence to it will strongly encourage you to consider selecting me as your attorney. I offer the Creed and this letter as an introduction to the services offered by my firm. I will be pleased to answer any questions you may have about your legal matter, as well as questions about my experience and background. I look forward to meeting with you. Again, thank you for calling on me.

Sincerely,

[Attorney Name]

Enclosure

Alabama State Bar Lawyers' Creed

To my clients, I offer faithfulness, competence, diligence and good judgment. I will strive to represent you as I would want to be represented and to be worthy of your trust.

To the opposing parties and their counsel, I offer fairness, integrity and civility. I will seek reconciliation and, if we fail, I will strive to make our dispute a dignified one.

To the courts, and other tribunals, and to those who assist them, I offer respect, candor and courtesy. I will strive to do honor to the search for justice.

To my colleagues in the practice of law, I offer concern for your welfare. I will strive to make our association a professional friendship.

To the profession, I offer assistance. I will strive to keep our business a profession and our profession a calling in the spirit of public service.

To the public and our systems of justice, I offer service. I will strive to improve the law and our legal system, to make the law and our legal system available to all, and to seek the common good through the representation of my clients.

(Approved by the Alabama Board of Bar Commissioners April 10, 1992

FEES, ENGAGEMENT LETTERS AND FEE AGREEMENTS

Once you have screened a prospective client, checked for conflicts of interest, and gathered information through an initial consultation, you must let the client know whether or not you will provide representation and, if so, on what terms.

You would not lease space for the operation of your law practice without knowing how much your rent was going to be on a monthly basis. Yet despite this common-sense attitude toward our own interests, we lawyers often expect our clients to enter into an open-ended business relationship with us based on trust alone. It's not surprising that, as a result, disputes regarding fees are one of the single largest causes of ethical complaints against lawyers. And more often than not, complaints of this type are against solo lawyers and those in small firms.

Asking for money makes many lawyers feel uncomfortable. Legal fees are a source of potential conflict between the lawyer and the clients, and so many lawyers avoid open discussions of fees. Not only do clients properly expect us to bring the matter up, but the Rules of Professional Conduct require us to do so. It's in our best interests, both professionally and financially, and in the best interests of our clients, too, to do so and to do so at the earliest opportunity – before the attorney-client relationship is officially formed.

Rule 1.5 of the ARPC requires that, when a lawyer has not regularly represented a client in the past, the basis or rate for the fee must be communicated to the client either:

(a) before the representation begins, or

(b) within a reasonable time thereafter.

The Rule prohibits lawyers from charging "unreasonable" fees and states all the factors which must do in to the determination of whether a fee is reasonable. The rule also goes on to state that it is preferable that the fee agreement be in writing in all instances, and that it *must* be in writing in cases involving contingent fees.

The easiest way to cover this type information with a new client is to provide him or her with a written introduction letter, engagement letter or fee agreement. Sometimes all three can be helpful.

An introduction letter serves to welcome a new client, and engagement letters and fee agreements can serve as road maps throughout the representation. They delineate the specific matters to be handled by the attorney or firm, and set forth the terms of the relationship. Being clear up front about what you expect from the client,

and what he or she can expect from you, will go a long way toward avoiding problems and mis-understandings (and the often-resulting ethical complaint) in the future.

Likewise, if you have had any conversation whatsoever regarding the facts of someone's case and, thereafter, you decide not to represent him or her, it is especially important to give that person a *written* notice indicating that you are not representing them. From a malpractice prevention standpoint, the non-engagement letter should not make any judgement about the merits of the case, unless you are certain that, no matter what facts could be developed, a cause of action doesn't exist.

The letter should remind the person that time constraints may exist, and urge him or her to immediately seek other counsel to protect his or her legal rights. It is always a good idea to send non-engagement letters by certified mail. If you have received any original documents from the potential client, you should return those by certified mail along with the non-engagement letter.

When a client with whom you have had an ongoing relationship fails to keep his or her part of the bargain, you may want to terminate the relationship, provided that you are able do so within the requirements of Rule 1.16(b) of the Alabama Rules of Professional Conduct.

A disengagement letter indicates your intention to remove yourself from the matter, and your reason for doing so. It should contain specific information regarding the date after which you will no longer be the person or company's attorney and any upcoming deadlines that must be met, and should transmit the originals or, where appropriate, copies of all documents the client will need to obtain other counsel and to continue with the matter.

Engagement Letter

[Date]

Dear **[Client Name]**:

I want to take this opportunity to personally thank you for selecting me **[my firm]** to represent you in **[Specify the matter and specify in detail what work the firm will perform. If there is any work related to the matter which will <u>not</u> be performed, such as handling an appeal, specifically state it.]** Any other work or additional related work will be the subject of a separate letter.

The fee arrangement, as agreed, will be based on **[specify whether a flat fee, hourly rate, contingency, combination or value-based fee. If applicable, specify the hourly rate or rates, or the method of computing the fee percentage in a contingency case.]**.

I **[our firm]** will bill you monthly for all disbursements and any fees due. Disbursements include: **[Specify all types of expenses applicable to the type case involved, such as copying, postage, long distance expense, court filing fees, court reporter transcript costs, costs of medical records, travel expenses, etc.]**. This list is an attempt to give you an idea of the types of expenses to expect, but it is not exhaustive. Payment is due upon receipt of our invoice, unless the invoice indicates otherwise. Failure to make timely payments may, upon notice, result in my **[the firm's]** withdrawal as your counsel in this matter.

The other members of my legal team who will be working on your case are **[list the names and positions of any associates, paralegals, secretaries or other staff members who will be working with you on the client's matter.]** We will keep you informed on the progress of your matter on a regular basis, however, please feel free to call me **[or another designated staff member]** if you have any questions.

Again, thank you for this opportunity to be of service. Please sign and return a copy of this letter in the enclosed self-addressed, stamped envelope. If you have any questions regarding this letter, please feel free to call.

Yours very truly,

[Attorney Name]

ACKNOWLEDGED and Agreed to:

_____

[Client's Name]

Date: _____

Engagement Letter
(Hourly Fee Arrangement - Evergreen Fee/Cost Deposit)

[Date]

Dear **[Client Name]**:

The purpose of this letter is to confirm, based upon our conversation/meeting of **[date]**, that **[name of firm]** has agreed to represent you in **[describe matter/case]**. In connection with this matter, we will provide the following services: **[list services to be provided. If any related services are <u>not</u> to be provided, such as handling an appeal, specifically list them].**

Our charges for legal services are based upon the prevailing hourly rates in effect for our law firm. Currently, these rates range from **$ _____** to **$ _____** per hour depending upon the experience and position of the individual attorney(s) involved.
My current billing rate is **$ _____** per hour. Paralegal services, if reasonably required, will be billed at a rate of **$ _____** per hour. During the period of our representation, it is possible that individual hourly rates of attorneys in the firm may be increased by some modest amount and you will be informed of that immediately upon the change being made.

You will be billed for all of the time spent handling your matter, including but not limited to time spent on **[Specify all types of services applicable, such as telephone conferences, research, general preparation and court appearances]**. You will also be billed for out-of-pocket costs incurred on your behalf such as **[Specify all types of expenses applicable, such as postage, photocopies, filing fees, court reporter transcript costs, costs of medical records, travel expenses, etc.]**.

We require that you pay an initial fee and cost deposit of **[enter dollar amount]** before we will commence any work on your behalf. Until we receive this deposit, we are not officially your attorneys. We will bill you **[enter billing cycle period]** for the amount of work that was performed on your file and for out of pocket expenses incurred during the preceding **[period]**, and payment of each bill is expected **[enter grace period for payment]** days after the statement is issued. The deposited funds will only be applied against a statement which remains unpaid for **[state overdue period]** or, upon your instructions, our last statement. If the deposit is not applied to a statement as set forth herein, it will be returned to you at the conclusion

of the case. If it becomes necessary to apply the deposit to a statement due to non-payment within the stated grace period, the firm shall have the right to cease work on the case, notify you to obtain other counsel, and withdraw from the matter. The

deposit will be held in an interest bearing fund, and all interest earned will be added back to the deposit. The deposit must be received by **[insert date]**. *****

At this time, it is impossible to estimate the exact amount of time and expense that will be necessary to adequately represent you in this matter. **[If you can reasonably give a top range of fees and expenses for the type of case, give it here.]**

Your primary contact for this matter will be **[lawyer or legal assistant's name]**. If you have any questions regarding this matter, please feel free to contact **[lawyer or legal assistant's name]** directly at **[direct phone number or other instructions]**.

Again, thank you for this opportunity to be of service. Please sign and return a copy of this letter in the enclosed self-addressed envelope. If any of the terms set forth above are not in conformance with your understanding of our agreement, please contact me immediately. We look forward to representing you in this matter.

Sincerely,

[Attorney Name]

ACKNOWLEDGED and Agreed to:

_____

[Client Name]
Date:_____

**If you use this suggested fee and cost deposit language, calendar the deposit due date. If the deposit is not received by that date, send a non-engagement letter. This will help to avoid a situation in which the potential client forgets or ignores the deposit request but sill asserts that an attorney-client relationship exists while the attorney assumes that no relationship exists because the deposit was never received.*

Hourly Fee Agreement

The undersigned, _____ (hereinafter known as "Client") hereby requests the legal services of _____ _____(hereinafter known as "Attorney") for representation concerning: _____ _____ _____.

Legal services will be billed on an hourly basis, with time being charged in tenths of an hour (six (6) minute increments), at the following rates:

Partners	_____ per hour	Paralegals	_____ per hour
Associates	_____ per hour	Law Clerks	_____ per hour

Attorney will use his/her discretion in staffing, to provide services in the most economical manner possible. Please note that all time spent on your behalf in this matter, including time spent in telephone conversations, will be charged to you. The initials of the person performing the services will be noted on the invoice.

In addition to fees for legal services, Attorney will be entitled to payment or reimbursement for costs and expenses incurred for services, including but not limited to: photocopying, messenger and delivery services, fees for computerized research services, travel (including mileage, parking, air fare, lodging, meals and ground transportation), long distance telephone, telecopying, depositions, court costs and filing fees. Client agrees that Client is responsible for such expenses relating to this case. Depending upon the type of case you have, expenses may also include, but are not limited to: medical treatment, charges for medical examinations and reports, the cost of accident and credit reports, hospital records and pictures. Attorney is hereby authorized to charge such expenses and have such expenses billed to Client, and Client agrees to pay them promptly. Unless other arrangements are made at the outset, fees and expenses of others will not be paid by Attorney and will be the responsibility of and billed directly to the Client.

Client agrees that Attorney may retain co-counsel, and Attorney agrees that Client will be consulted concerning the hiring of co-counsel and any fee arrangement with co-counsel prior to retention of or consultation with co-counsel by Attorney.

Invoices for legal services rendered and costs advanced or incurred are issued **[indicate time interval, e.g. monthly]** and are payable upon receipt. Interest at the rate of **[specify percentage rate]** percent per month **[specify effective yearly percentage rate]** will be added to the balance due on amounts which remain unpaid thirty (30) days or more.

Attorney reserves the right to withdraw from representation if, among other things, Client fails to honor the terms of this fee agreement by failing to pay Attorney's invoices, by failing to cooperate or follow Attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in Attorney's view, render our continuing representation unlawful or unethical.

The outcome of negotiations and litigation is subject to factors which cannot always be foreseen; therefore, it is understood that Attorney has made no promises or guarantees to Client concerning the outcome of this representation, and cannot do so. Nothing herein shall be construed as such a promise or guarantee.

This hourly fee agreement pertains only to legal services rendered and costs and expenses for the matter expressly stated above. It does not relate to any other matter for which Client seeks representation by Attorney. Any other matter will require a separate fee agreement.

Date: _____ Client: _____

Date: _____ Attorney: _____

Date: _____ Witness: _____

Contingent Fee Agreement

The undersigned, _____, (hereinafter known as Client) requests the legal services of _____ _____ , (hereinafter known as Attorney) for representation to assert a claim for damages against _____ arising out of an occurrence on or about _____ more particularly described as follows: _____ _____ _____ in which Client was injured or claims to have sustained injury and damage.

Attorney shall perform all reasonable, necessary and usual services in matters of this kind including, but not limited to: investigation of facts, gathering of evidence, preparation of exhibits, interviewing witnesses, compiling records of expenses, and negotiations with the adversary's insurance carrier or other representative.

If a settlement is not affected which is satisfactory to the Client, Attorney agrees to **[Specify: initiate mediation, arbitration, or bring an action against]** _____ to attain the benefits provided by judicial oversight of the claim.

In connection with this, Attorney will file all necessary court papers, attend pretrial conferences and status conferences, prepare appropriate interrogatories, requests for admissions and requests for production of documents, attend and take appropriate depositions, and continue settlement negotiations. If a settlement satisfactory to Client cannot be attained, Attorney agrees to try the case in the trial court unless permitted or required to withdraw pursuant to Rule 1.16 of the of the Alabama Rules of Professional Responsibility. The Client agrees not to unreasonably reject any settlement offer.

If a judgment in favor of Client is obtained in the trial court and the adversary appeals, Attorney shall provide all appropriate services in resistance to the appeal, including review of the trial court record, preparation of appropriate briefs, and oral argument in the reviewing courts, if the same shall be granted.

If the trial of the case should result in a judgment that is adverse to Client, Attorney shall not be obligated to appeal. Attorney shall advise Client of his/her opinion concerning the advisability of appeal and may undertake to provide services as appellate counsel under a new, separate, and distinct fee agreement.

The fee of Attorney shall be contingent upon the result obtained. There shall be no legal obligation by Client to pay Attorney any fee if nothing is recovered from the adversary or from the Client's insurer in an under-insured or uninsured situation.

Although no fee may be due to the Attorney as provided above, Client is responsible for all expenses incurred in the prosecution of the claim. Client gives permission to Attorney to advance the payment of costs and expenses, but Client acknowledges that Client remains responsible for payment of said costs and expenses and agrees to reimburse Attorney for any such costs and expense for which Attorney advances payment. Client may reimburse Attorney as costs and expenses are incurred or, if Client reimburses Attorney upon settlement, Client agrees that such costs and expenses shall be paid out of Client's portion of the settlement proceeds.

The legal fee of Attorney shall be_____ percent of the gross amount recovered, if settlement is achieved without the necessity of filing suit; _____ percent of the gross settlement or judgment if it is necessary to file suit; and _____ percent of the ultimate gross settlement or judgment following the trial and any appeal undertaken by the adversary. A case shall be considered to have been settled following trial if the attorney appears on the client's behalf at the place and time set by the court for trial, regardless of whether or not a jury is seated or evidence is presented.

In the event that Attorney is discharged by Client and Client subsequently recovers money or other property as a result of this claim, Client shall be indebted to Attorney for legal fees based upon the value in **[name of city, Alabama]** of legal services rendered and for all costs and expenses advanced by Attorney and not previously paid by Client.

Attorney reserves the right to withdraw from representation if Client fails to cooperate or follow Attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in Attorney's view, render continuing representation unlawful or unethical.

Date: _____ Client: _____

Date: _____ Attorney: _____

Date: _____ Witness: _____

Non-engagement Letter

[Date]

***Via Certified Mail**

RE: [Matter Description]

Dear **[Client Name]**:

You recently contacted our firm and requested that we represent you in the **[describe matter]**. We have now had an opportunity to review the information you provided to us and appreciate the confidence you have expressed in our firm. For various reasons, the firm has decided that we will be unable to represent you in this matter. **[If you are declining the matter because of failure to receive a retainer by a previously specified date, so state.][We are returning with this letter the documents which you provided to us for review.]**

In declining to accept your matter, we are not expressing an opinion as to the merits of the case. You should be aware that failure to proceed promptly may result in your legal matter being barred by a time limit. ** Therefore, we strongly recommend that you immediately contact another attorney regarding this matter.

Thank you for contacting us. If you require legal services in the future, I hope you will consider our firm again.

Sincerely,

[Attorney Name]

**NOTE: If the firm is returning documents to the client, it is recommended that the firm send the letter by certified mail. Certified or registered mail can also help to confirm proof of delivery if the prospective client later claims that an attorney-client relationship exists and alleges neglect of the matter.*

***NOTE: From a malpractice avoidance standpoint, it is preferable not to tell a potential client they don't have a case unless you are certain that, regardless of the facts that might be discovered, no cause of action exists.*

Disengagement Letter

[Date]

Dear **[Client Name**]:

When you engaged me **[my firm]** to represent you concerning **[describe matter]** you signed **[a fee agreement] [an engagement letter]** under the terms of which you agreed to pay for my **[our]** services and the costs and disbursements advanced or incurred on your behalf. At the present time, our records reflect that you have not paid our invoices in a timely manner as required by our agreement.

Our records reflect that you have paid **[state amount]**, leaving a balance of **[state amount]**, which is now past due. Because of the apparent breakdown in our professional relationship, you will find enclosed a copy of a Motion to Withdraw as Counsel, which I intend to file. I would like to continue to represent you, but I cannot do so if we cannot make acceptable financial arrangements immediately. If you do not contact me by **[specify date]** to make arrangements for the payment of the outstanding balance and the charges for future services, I will file the motion with the Court and will consider my **[our]** representation of you at an end.

Please remember that your case must be handled in a timely manner, whether by me, by you, or by another attorney. If you fail to act promptly you may **[be barred from pursuing your claim.] [have a judgement taken against you for failure to defend your position.]**

If you don't elect to bring your balance current and make arrangements for the payment of future services, you may contact my **[our]** office to make arrangements for the return of your file. I will be happy to give it directly to you or forward it to a new attorney as you direct. It is our policy to maintain our copy of a file such as yours for **[specify number]** years, after which it will be destroyed. I look forward to hearing from you by **[specify same date as in paragraph 2 above]** to resolve this problem.

Yours very truly,

[Attorney Name]

ADDITIONAL COMMUNICATIONS

The second most frequent cause of bar complaints in Alabama – right after lack of diligence in handling matters – and probably the greatest cause of client dissatisfaction (and defection), is the failure of an attorney to adequately communicate with the client during the course of the representation. This can include failure to obtain client consent and follow client instructions but, as often as not, it is simply the attorney's failure to keep the client informed of the progress of the matter or to explain in easy-to-understand language how the legal process works, how long the case will take, and what the client should expect during that time.

Your legal work may be executed flawlessly but if you don't keep in touch with your client he or she will not know it, will not be happy with the representation, and will not call you to handle their next legal matter. Remember, a case may be only one of many for you, but it is usually the only one the client is worrying about. And he or she is worrying about it a lot.

Even if there is no news to report, and often there is not, a status report lets the client know that you have not lost the file or fled the practice of law to live out the rest of your life on a tropical island. It also lets the client know that the case is important to you, and that you are doing everything possible to move the case forward to resolution as quickly as possible under the circumstances. Finally, it motivates you to get something done on the file. By the same token, monthly statements, even if not much work has been done, serve to keep the client apprised of progress on the matter and also help prevent the client from being shocked by a large bill, representing months of work, at the conclusion of the matter.

The following letters will help you to keep in touch with your clients and provide them with needed information, with a minimum of effort on your part.

Subsequent Appointment Confirmation

[Date]

Dear **[Client Name**]:

This will confirm your appointment to meet with me in our office on **[date]** at **[time]**. The purpose of our meeting will be **[specify purpose of meeting]**. Please bring **[specify documents, pictures, etc.]** with you when you come.

Please be prepared to spend **[specify time range that you expect meeting to last, e.g., thirty minutes, two hours]**. **[If necessary, indicate that it will be inappropriate for the client to bring his/her children, and suggest that appropriate baby-sitting plans be made ahead of time.]**

I look forward to meeting with you again and to moving your case forward toward resolution. If you have any questions before our meeting, please feel free to call.

Very truly yours,

[Attorney Name]

Monthly Status Letter

[Date]

Dear **[Client Name]**:

In order to keep you informed on a regular basis regarding your case, I will be sending you status reports such as this one on a monthly basis. Please do not hesitate to contact me at any time if you have questions or for more detailed information concerning the progress of your case.

Since our last meeting on **[date]**, the following things have happened:

[Specify court appearances, discovery, motions filed, etc. Also indicate what actions need to be taken next, and what, if any, help you need from the client.]

I have enclosed copies of all documents our firm has either prepared or received on your behalf since our last status report, and a monthly bill for our services, which I trust you will find in order.

Thank you for allowing our firm to represent you in this matter. We will continue to apply our best efforts on your behalf and report to you as your case continues.

Very truly yours,

[Attorney Name]

Enclosure

Deposition Scheduling Letter

[Date]

Dear **[Client Name]**:

Your deposition has been scheduled for **[date]** at **[time]** at **[place]**. A deposition is an opportunity for the opposing attorney to place you under oath and ask you questions about your case.

In order to help you prepare to have your deposition taken, I would like to meet with you on **[date]** at **[time]** here in my office to discuss what happens during a deposition generally, to answer any questions you may have concerning this step in your legal matter, and to discuss specific questions you can expect to be asked during your deposition. *Please contact my secretary as soon as you receive this letter to confirm that you will be able to meet with me at this time or to schedule an alternative date and time*. Then, carefully review the enclosed Deposition Instructions before we meet and be prepared to ask me any questions you have concerning having your deposition taken.

I look forward to seeing you to prepare for your deposition. Until then, if you have any questions, please feel free to call.

Very truly yours,

[Attorney Name]

Enclosure

Deposition Instructions

[Note: Some of the advice provided below is applicable primarily in personal injury cases. You may wish to tailor these instructions to suit particular types of cases.]

Under the law, the lawyer or lawyers representing the opposing party or parties in your case has a right to conduct "discovery" to learn as much as possible about the claims you are making in your law suit. A deposition is one of the methods of discovery. When you have your deposition taken, you will be sworn to tell the truth and the lawyer or lawyers for the other side will ask you questions relating to this case. The lawyers' questions and your answers will be taken down by a court reporter. One of your lawyers will be present at all times.

Neither the judge nor the jury will be present. After the deposition is over, the court reporter will type up all the questions and answers, and both I and the other lawyers will receive copies. The original may be filed with the court clerk.

If your case goes to trial, your deposition may be used in court, particularly by the other lawyer while cross-examining you, if your testimony at trial is different from your testimony at the time of the deposition. The lawyer will want to show that you have told two different stories. For this reason, it is extremely important that you have everything in mind concerning the cause and nature of your injuries and the facts of the case at the time of the deposition. It will be helpful if you try to refresh your recollection before you have your deposition taken.

During the deposition the other lawyer may ask you questions that seem as if they are none of his/her business and that may not be admissible in court if your case is not settled and eventually comes to trial. This is because the courts allow "discovery" in these depositions, and the lawyer may ask you for "hearsay" and other things that will enable him/her to make further investigation of the case.

For this reason, do not be surprised if we do not object to questions that seem to you to be out of line. If the other lawyer questions you on any subject that is not proper, we will object to the question. If we object to a question and instruct you not to answer it, then you should **REFUSE TO ANSWER THE QUESTION**. Please answer all other questions. Sometimes we will object for the record, but may still permit you to answer. This will allow us to submit the issue of whether the answer can be considered to the judge at a later date. The only time you should not answer the question is when we instruct you not to answer.

REASONS FOR TAKING THIS DEPOSITION:

Your deposition will assist the opposition in evaluating your case for settlement purposes. This is often the first and only opportunity for the other lawyer to see you before the case comes to trial. Therefore, you should be clean and neatly dressed, and courteous and respectful to the other lawyer and all other persons in the room. You want to make as good an impression on the day of your deposition as you will make in court. Be prepared to exhibit any injuries that might be visible, so wear clothes that will allow you to show your injuries without the need to fully undress. Please discuss what to wear with us if you have any questions. You should answer all questions in an honest and straightforward manner.

HOW TO CONDUCT YOURSELF IN THE DEPOSITION:

We know that you would not intentionally lie, but it is important that you do not testify to something that is inaccurate or exaggerated. For this reason, **LISTEN TO EACH QUESTION CAREFULLY AND BE SURE THAT YOU UNDERSTAND IT BEFORE ANSWERING**. If you do not understand a question, ask the other lawyer to rephrase it so that you do understand it; then, answer it honestly and in a straightforward manner. If you do not know the answer, do not be afraid to say that you don't know or don't remember. This is not a test and you will not be given a poor grade if you cannot remember something. No one can remember every small detail. You will remember the important things and should give an honest and full answer to questions on these points.

The other lawyer will probably be friendly and will not "bully" you in any manner. His/her theory will probably be that the more he/she can get you to say, the more likely you are to put your "foot in your mouth." Therefore:

--UNDERSTAND THE QUESTION. You don't have to hurry to answer.
--ANSWER TRUTHFULLY ONLY THE QUESTION ASKED.
--STOP!

Do not volunteer anything. Give a full and complete answer to the question asked, but do not anticipate the question being asked or attempt to answer any other question which may be implied. If the other attorney overlooks any relevant or important questions, that is his/her worry, not yours.

If the other lawyer should be rough or rude in any manner, do not lose your temper or become upset. He or she may be trying to confuse you or make you angry so that you will forget these instructions. We will be there with you and will make certain that he/she acts properly.

Speak clearly and loudly enough that everyone can hear and understand you. You must answer out loud, saying "yes" or "no" because a nod of your head cannot be recorded by the court reporter who will be making a written record of your testimony. If you become excessively tired or are in pain, please let us know so that we can arrange to take a short break.

PAST INJURIES: (if applicable)

The other lawyer will undoubtedly ask you about injuries you may have sustained in the past. Insurance companies and railroads have central index bureaus where they can get information on all injuries that persons have sustained for which they have been paid workers' compensation, and for which they have filed suit or recovered from any employer or insurance company. Also, it is common for the other side to check on treatments you have had – medical doctors, osteopaths, chiropractors and hospitals – wherever you have lived and in adjoining areas. Therefore, it is extremely important that you answer every question truthfully.

Also, answer only the question you are asked. In other words, if you are asked what injuries you have had to the same part of your body that was injured this time, then limit your answer to that part of your body. Or, if you are asked what injuries you have sustained on a certain job or in automobile accidents, then limit your answer to the questions asked. If, however, you are asked generally about any injuries you have had, give the other attorney the information requested concerning any and all injuries of any type and to any part of your body that you have had at any time.

ACTIVITIES SINCE INJURY: (if applicable)

Before the trial, perhaps before the deposition, the other side may have investigated what you do at work, at home, in your neighborhood, and any other place you go. It is quite common for them to hire photographers or videographers to hide a block or so away, out of sight, and take pictures or make video recordings with a telephoto lens of a person working around the house, on the job, or out fishing, or engaged in other recreational activities.

Fishing, mowing the lawn, working or doing anything else you feel able to do (and that your doctor allows you to do), will not hurt your case in and of itself. However, if you forget that you have engaged in a certain activity and testify at your deposition that you are unable to do so because of your injuries, the other lawyer can seriously damage your case with pictures, video or witnesses directly contradicting your testimony.

SUMMARY:

1. You should be clean, and wear clean, neat clothing. Clothing which is appropriate for a business meeting or church is usually appropriate for a deposition or court appearance.

2. Treat all persons in the deposition room with respect. Consider this an important and solemn occasion.

3. Come prepared to show any and all injuries which you have suffered.

4. Have with you the facts and figures about your time lost from work, amount of wages lost, doctor bills, hospital bills and all other facts about the losses caused by your injury. Review these items before coming to the deposition.

5. Tell the truth.

6. Never lose your temper.

7. Don't be afraid of the lawyers.

8. Speak slowly, clearly, and loudly enough for everyone in the room to hear your answers.

9. Answer all questions directly, giving concise answers to only the question asked, and then STOP TALKING.

10. NEVER VOLUNTEER any information. Wait until the question is asked, think to make sure you understand it, answer it and STOP. If you can answer "yes" or "no," do so and STOP.

11. Do not magnify your injuries or losses.

12. If you don't know the answer to a question, admit it. Some witnesses think they should have an answer for every question asked. You cannot know all the facts and you do yourself a disservice if you attempt to testify to facts you don't really know about. It is VERY IMPORTANT that you be HONEST and STRAIGHT-FORWARD in your testimony.

13. Do not try to memorize your story. Justice requires only that a witness tell his/her story to the best of his/her ability.

14. Do not guess or estimate time, speed, or distance unless you are sure that the estimate is correct, and then make certain that when you answer that you state

that this is your estimate. Go over these estimates with us before your deposition is taken.

15. Many of the questions you will be asked will not be admissible at the trial, but the opposition is entitled to an answer in order to help them prepare their case. Many cases are lost because the witness tries to hide something. Many of the questions can be used at the trial to discredit you.

16. If we object to a question, STOP YOUR ANSWER IMMEDIATELY, and we will instruct you after we finish explaining our objection whether or not to answer it.

17. After the deposition is over, do not discuss anything in the presence of the opposing lawyers, the court reporter, or anyone else who is not an employee of our law firm. If you want to discuss something with us after the deposition, wait until we are alone. You have the right to secrecy in certain matters which you discuss with your lawyer, however, if you discuss these matters with other people who are not your lawyers or employees of your lawyers you may give up that right to secrecy.

REMEMBER, perhaps the most important aspect of your lawsuit is YOU AND THE APPEARANCE YOU MAKE. If you give the appearance of earnestness, fairness and honesty, and if in giving your deposition you keep in mind the suggestions we have made, you will be taking a great stride toward successful completion of your lawsuit.

Because the testimony you give will be your own, there is NO NEED FOR YOU TO TAKE THESE INSTRUCTIONS WITH YOU TO THE DEPOSITION. Your testimony will be more natural if you are not relying too heavily upon instructions.

WORDS AND PHRASES

We understand that most people have never been involved in a lawsuit. Some of the words and phrases you will hear are not familiar; therefore, we have defined them for you here, so you can have a better understanding of the legal process. If you hear any other words or phrases you do not understand, do not hesitate to ask your lawyer to explain them to you.

ALLEGE:	To claim that something is true.
ANSWER:	The paper filed in the court by the defendant's lawyers stating their defense to your claims.
ATTORNEY:	Another word for lawyer.

COMPLAINT:	The paper filed in court by the plaintiff's lawyers stating how, when, and by whom the plaintiff was injured, and what relief or recovery the plaintiff is seeking.
DAMAGES:	The loss, in money, that the plaintiff claims he or she should be awarded for his/her injury. Only after we prove that the defendant is liable are we entitled to ask for money damages.
DEFENDANT:	The person or company against whom a lawsuit is filed.
DEPOSITION:	Sworn testimony given during the course of the lawsuit. Anyone, a plaintiff, a defendant or a witness, may be deposed. It allows one side to find out exactly what the other side intends to prove.
TO FILE/FILING:	The physical act of taking or mailing the pleadings to the courthouse and depositing them with the clerk of the court.
INTERROGATORIES:	Questions submitted by one side to the other, filed with the court, which must be answered under oath. Interrogatories usually ask specific questions on the facts of the case.
JUDGMENT:	The final ruling made by the judge, which ends a part, or all, of a lawsuit.
LEGAL ASSISTANT:	A person on an attorney's staff who has taken classes in the law and who will assist the attorney, under his or her supervision, in document preparation and information-gathering.
LIABILITY:	Legal responsibility. What must be proved against a defendant before the plaintiff is entitled to an award of money damages.
MOTION:	A paper, filed with the court, which asks the court to make an order during the lawsuit. The motion may ask for final judgment, a ruling on the admissibility in court of certain evidence, or many more things.

ORDER:	Any ruling by the judge on any issue brought up by the parties. An order is signed and filed with the clerk of the court to be placed in the court's file.
PARALEGAL:	See LEGAL ASSISTANT
PLAINTIFF:	The person who asks the court to award him/her a remedy (e.g. money damages, an injunction, a declaration of rights or responsibilities, etc.)
PLEADINGS:	All the papers filed with the clerk of courts during the lawsuit.
STATUTE OF LIMITATIONS:	The law which puts an absolute time limit on filing a Complaint. There are different statutes of limitations for different areas of law. For example, in a case involving bodily injury from negligence occurring in Alabama, this date is usually **two years** from the exact date of the injury. There are some exceptions to this law which may allow the filing more than two years after the actual date of the injury, such as cases in which the injury cannot be discovered until later. Always consult an attorney **immediately** if you believe that you have a claim. You may have **less** time than you think to bring your case in court for certain types of claims, so **never delay**.

Court Appearance or Hearing Letter

[Date]

Re: **[Matter Description and Case Number]**

Dear **[Client Name]**:

Your case has been set for **[jury]** trial on **[date]** at **[time]** in the county courthouse, located at **[address or other location description]**. Your case is before Judge **[name]** in Courtroom **[number or other description]**. Please put this date on your calendar immediately. You must be present for trial.

[Specify when and where you want the client to meet you on the day of trial, such as your office or at the courthouse. If parking is a problem, give the client suggestions about where to park.] *Please keep this letter so that you can refer back to it to know where to go on the day of trial and what time to be there.*

You can expect the trial to last for up to **[specify the longest length of time you think the trial will possibly last.]** Because you must remain present for the entire length of the trial, you should make arrangements now to be off from work, for child care, and for any other things that you would normally be obligated to do during this period. I will contact you well in advance of the trial date to set up an appointment for our final pre-trial preparation. If you have any questions in the meantime, please feel free to call.

Very truly yours,

[Attorney Name]

FILE RETENTION, CLOSING & PURGING PROCEDURES

The Alabama Rules of Professional Conduct do not contain any specific regulations regarding the length of time files must be retained or the method by which they must be disposed of, other than the requirement in Rule 1.15 that a lawyer shall not fail to produce any records required to be maintained by that rule in connection with a disciplinary proceeding.

While there is no obligation to preserve client files forever, your clients and former clients reasonably expect that you will not prematurely or carelessly destroy any of the valuable or useful information in their files. Likewise, they reasonably expect that when you do dispose of their files it will not be in a manner that results in the release of confidential information in contravention of Rule 1.6. Disposition of instruments from a file depends on the specific nature of the instruments and the particular circumstances of a given factual situation.

The best approach is to include information about your file retention and destruction policies and procedures in your engagement letter or employment contract, and this best practice was adopted as an ethical requirement when the Disciplinary Commission issued Formal Opinion 2010-02 covering Retention, Storage, Ownership, Production and destruction of Client Files. This will let the client know up front when to expect to receive the contents of the file.

Requirements of Opinion 2010-02

Opinion 2010-02 is lengthy and imposes some new obligations on practicing lawyers. Every lawyer should read it carefully and make sure that his or her office procedures conform to the requirements of the opinion. Among other things, the opinion requires the following:

- That all lawyers and law firms have written file retention policies.
- That the policy must establish a reasonable length of time for keeping files depending on the nature of the matter and the client's continuing need for the information, with the minimum reasonable retention time for files in any type of matter being six (6) years. Much longer minimum retention periods will apply to certain types of matters, such as those involving minors.
- That a copy of the written file retention policy be given to the client at the time the attorney-client relationship is formed.
- That the policy be reiterated to the client at the end of the representation.

- That property within the file be divided into three categories: Intrinsically Valuable Property which must either be kept forever or returned to the client unless the lawyer can show it no longer has value; Valuable Property, which can be destroyed after a reasonable retention period with the actual or implied consent of the client; and Property Without Current or Reasonably Foreseeable Future Value, which may be destroyed without after a reasonable retention period without further communication with the client.

- That the lawyer follow-up with the client regarding retention and destruction of the file.

- That the entire file belongs to the client and must be given to the client upon request unless the lawyer establishes that withholding items would not result in foreseeable prejudice to the client or would endanger the health, safety or welfare of the client or others.

- That if materials in a client file are kept in multiple formats then, generally, the client is entitled to receive the file in whichever of those formats he specifies *unless your file retention policy provides otherwise.* For some clients, however, even if the policy specifies only electronic production, you may be required to produce the file in paper if that format is most appropriate to the client's circumstances.

- That electronic files be maintained in a way that ensures that they are at least as secure from loss and improper access as paper files would be. Firms must have procedures in place to make sure that only authorized individuals have access to electronic files, and they must also be protected from outside intrusion, which includes both internet hacking and tampering within, or theft from, the lawyer's office.

- That lawyers who maintain electronically stored client information ***must*** have a backup system.

It is not necessary to maintain your backup copy yourself, to maintain it onsite, or even to have total ownership and control of the computer servers on which your files reside. There is a plethora of reputable companies which will host lawyer files and lawyer backup files in a completely confidential manner, however, it is your responsibility to use reasonable care in selecting any such third parties. In addition, lawyers must become knowledgeable about how such third-party systems work and stay abreast of changes in the technology. If there is a data breach, in determining whether the lawyer is responsible for a violation of Rule 1.6 on Confidentiality, the inquiry will be the reasonableness of the steps the lawyer took to protect the data, including due diligence in selecting a third party.

Producing Files

Just as every dog gets the first bite free so, too, is every client entitled to one free iteration of his or her file; you may not charge for providing it.

I have always recommended that lawyers open a file folder for the client at the time they take a case, and then provide the client contemporaneously with original documents whenever possible, or copies if not. This way, at the end of the matter, when the remaining originals are returned to the client, he or she will be in possession of the entire, original file, and the lawyer will not have to locate and contact the client many years later when destroying his or her copy of the file. The formal opinion validates this procedure, with several qualifications:

- the client must agree to this procedure in writing at the beginning of the representation.
- the client must be advised what materials, if any, will not be provided contemporaneously.
- there must be procedures and safeguards in place to make sure that all materials to be provided contemporaneously are actually sent, and that remaining materials are provided at the conclusion of the case.
- the client has the right to inspect your file to make sure it's identical to his.

If you do not comply with these three steps, even though you may provide copies of all documents as the case progresses, you will still have to produce the entire file, at your own expense, at the conclusion of the matter, if the client requests it. You may charge for additional copies of materials contained in your copy of the file which are requested after you have provided the file to the client.

You may require a receipt for the file, and you should. If the client won't acknowledge receipt, you don't have to give up the file. If the client wants a third party to pick up the file, you should get it in writing, *along with acknowledgement by the client that doing so may destroy the attorney client privilege*. You may require that the client come to your office to get the file, or that he or she pay for you to ship it anywhere else, and you don't have to ship it without pre-payment of the estimated cost.

Destroying Files

The opinion creates a very workable scheme for actually getting rid of files when the appropriate time comes and, if followed, can actually make file destruction easier for the lawyer or firm to accomplish. If you let a client know when you will destroy the file in the engagement agreement and they acknowledge that information in writing then, you don't have to give any other notice when the time actually comes.

Before destroying any file, however, you must first screen it to ensure that Category 1 property (as described above) is not destroyed. With respect to original documents, you cannot destroy Category 1 property even if it has been scanned. After scanning, you can destroy Category 2 and 3 property but, according to the opinion, it's better to maintain that property in paper and follow the procedures for paper. In order to facilitate this, and your ability to prove afterward that you didn't destroy Category 1 property, you must index all files prior to destruction and retain the index afterward. That index must contain the following information:

- the client's name
- the subject matter of the representation
- the date the file was opened and closed
- the court case number, if any
- a general description of the type of property destroyed
- a notation that the file was first reviewed for Category 1 property, and by whom
- a notation of whether or not any such property was found in the file
- the location of any Category 1 property removed from the file and its disposition, if appropriate
- the date and method of destruction of the file

According to the opinion, Rule 1.6 requires that confidential information be removed from electronic devices before they are sold or discarded. This means removing hard drives or taking appropriate steps to ensure that all confidential data has been erased from them, and also includes implementing procedures to make sure that confidential information is not unintentionally released when floppy discs, CD-ROMs, or thumb or USB drives are discarded. (The opinion does not mention it, but you should also make sure that the hard drive is removed from or completely scrubbed before any digital copy machine leaves your office.)

File Retention Procedure

Effective ___(date) _____, this firm will begin implementation of a file retention policy and associated procedures for the standardization of retention and final disposition of our clients' case files. Documents and other materials obtained or created in connection with a matter will be returned to the client, whenever possible, at the conclusion of the matter in conformance with the following general steps.

The file will be closed following the Initial Closing Steps set forth in the File Closing & Destruction Checklist (Exhibit A). The original file will be offered to the client and, if the client takes it, a copy of the file will be held by the firm for a specific retention period, based on the type of the matter (Exhibit B). If the client declines the file, or fails to pick it up within sixty days after having initially indicated that he our she would, the original file will be held for the retention period. When the retention period has expired, the contents of the file will be destroyed in accordance with the File Destruction Steps set forth in the File Closing/Destruction Checklist.

In order to implement this policy, the language set forth in the (Law Firm Name) File Retention Policy (Exhibit C) will be added to our standard retainer letters and fee contracts.

When a matter is finished, the responsible attorney will check the file for completion of all work and send a final bill, if necessary. Then he or she will put the file in line to be closed, and a notice to pick up the file (Exhibit D) will be sent to the client. Depending on the response, the original file will either be copied and prepared for client pickup, or sent to storage. All files sent to storage (originals or copies) will being diaried for destruction in accordance with the retention times set out in Exhibit B.

Before sending a file to staff for close-out processing, the responsible attorney must review the file, grouping and marking all items within the file as either Category 1 Property (originals or copies of documents which should not be destroyed, even at the end of the retention period), Category 2 Property (documents which may be destroyed at the end of the retention period) or Category 3 Property (property which does not fall into either Category 1 or 2). Examples of what constitutes each type of property can be found in Formal Opinion 2010-02 (Exhibit E). The responsible attorney shall also designate any research materials to be preserved separate from the file and shall indicate the names of any expert witnesses, etc. to be added to the firm database.

He or she shall also review all digital documents related to the matter and designate any which can be used as forms in future matters. Each such file and the file's metadata shall be scrubbed of identifying client information, and the resulting form documents shall be saved with new, descriptive names in a folder on the server containing forms. All electronic documents relating to a matter shall then be transferred to an inactive folder on the server or moved to media such as a CD-ROM or

DVD-ROM. Either the media or a reminder to delete the electronic files, including their location on the server, shall be placed in the paper file, so that they may be destroyed at the same time the paper file is destroyed. If electronic documents are to be retained for a very long period of time, it may be beneficial to "archive" them to a format, such as PDF, which may be useful beyond the life of the format in which they were created.

When these tasks are completed, the attorney should mark the file "to be closed," and indicate the matter type so that the proper retention schedule can be determined and applied.

The staff member will strip the file of all pads, pens, staples and paper clips, and place all items marked "Category 1" in the front of the file. Re-usable research materials will be filed as directed by the responsible attorney. The staff member will also send out the notice to pick up the file and, if applicable, the Client Satisfaction Questionnaire (Exhibit F). The file will then be diaried for sixty (60) days pending payment of the final bill, release of all trust funds, and records pickup. Once the sixty days have passed, if the file has not been claimed, the staff member will again pull the file and check to see if the final bill has been paid in full and all trust funds disbursed. If all balances are at zero or if the responsible attorney has indicated that the file may be released prior to complete payment, the staff member will assign a closed file number, make all necessary database entries to indicate that the file is closed, stamp the file "CLOSED" and transfer it to closed file storage. All files placed into closed file storage shall be diaried, based on the matter type indicated by the responsible attorney, for a date certain on which they will be pulled for final review and destruction.

Under most circumstances, documents will not be released to a client or a file transferred to closed file storage unless the bill has been paid in full and the trust account balance for the matter is at zero. For that reason, whenever you are contacted by a client in response to the notice to arrange release of documents, you must first verify that the final bill has been paid in full and that all trust funds have been released. If these things have not been done, the file must be returned to the responsible attorney for resolution. He or she must verify in writing that document release is permissible and why he or she determined to release the materials without first resolving these matters.

Whenever a file is released, a receipt containing a list of all documents and other things released shall be signed by the client or his agent. (Exhibit G.)

When the file comes up on diary at the end of the retention period, it shall be pulled by a staff member, who will then check the firm database for all matters currently open for the client. The staff member will make a note of all open matters and forward the note and file to the responsible attorney for final review. The attorney will review the open matter note and the file, including any materials previously marked "Category 1," to determine if there are any reasons to continue to maintain the

file or the designated materials. The attorney will then transfer the file to a staff member,
who will prepare an index of all materials in the file. All materials marked "Category 1" will be transferred to Permanent Storage at this time. All materials not so marked will be shredded.

Once the file has been destroyed, it's status in the database shall be changed to "destroyed" and the File Closing/Destruction Checklist, the Receipt for Released Files and the Index of Documents, indicating which documents were transferred to Permanent Storage and which documents were destroyed shall be placed in the Destroyed File Notebook.

Law Firm File Retention Schedule

[Law Firm Name] File Retention Schedule

Area of Law	**Retention Period**
Antitrust, Litigation.	Close of matter plus 10 years
Antitrust, Counseling	Close of matter plus 10 years Banking Close of matter plus 10 years
Commercial Finance.	Close of matter plus 10 years
Bankruptcy	Close of matter plus 7 years
Collections.	Close of matter plus 6 years
Commercial.	Close of matter plus 10 years
Commodities.	Close of matter plus 10 years
Communications	Close of matter plus 6 years
Contract Actions.	Close of matter plus 10 years
Corporate	Close of matter plus 10 years
Criminal Review Annually and destroy 10 years	after release from incarceration
Employee Benefits.	Close of matter plus 10 years
Estate Planning and Administration.	Close of matter plus 100 years
Family Law, Adoption.	Close of matter plus 75 years
Family Law, Dissolution	Later of close of matter plus 25 years or 6 years after youngest child reaches majority
Family Law, Pre-nuptial	Close of matter plus 75 years
Food and Drug.	Close of matter plus 25 years
Government, Regulations and Legislation.	Close of matter plus 10 years
Government, Health Care.	Close of matter plus 10 years
Intellectual Property Patents.	Close of matter plus 10 years
Intellectual Property, Trademarks	Review yearly - retain indefinitely
Intellectual Property, Copyright.	Close of matter plus 10 years
Joint Ventures.	Close of matter plus 10 years
Juvenile.	Minor reaches majority plus 15 years
Labor	Close of matter plus 20 years
Litigation, General	Close of matter plus 10 years
Litigation, Environmental	Close of matter plus 10 years
Litigation, Appellate.	Close of matter plus 10 years
Merger and Acquisition.	Close of matter plus 10 years
Municipal.	Close of matter plus 10 years
Personal Injury, Adults.	Close of matter plus 15 years
Personal Injury, Minors.	Minor reaches majority plus 15 years
Products Liability	Close of matter plus 25 years
Real Estate	Close of matter plus 50 years
Regulatory.	Close of matter plus 10 years
Securities	Close of matter plus 10 years
Tax.	Close of matter plus 10 years Retain estate tax returns 75 years
Transportation.	Close of matter plus 10 years
Utilities.	Close of matter plus 10 years

[Note: The retention periods above are suggested minimums based on review of information contained in Records Management in the Legal Environment by Jean Barr, CRM; Beth Chiaiese, CRM; and Lee R. Nemchek, CRM ©2003 ARMA International. You should determine your own retention schedule based on the particular nature of your practice, keeping in mind that the minimum file retention period in Alabama is at least six years, that files in matters relating to minors should be retained for a minimum of six years after the minor reaches majority and that in some instances files or client property contained therein which has intrinsic value should be maintained indefinitely. Remove this comment and information for areas of the law your firm does not handle before giving this schedule to clients.]

Client File Retention Policy

[Law Firm Name] Client File Retention Policy

During the time that we represent you, we will create a file containing the documents that we draft for you, or that we receive from the opposing parties and the court. You will probably also bring us documents, such as tax records, expense records, bank records, deeds or other documents, and we may also obtain documents from other sources, such as medical records, for use in your case.

We will hold all of these records, and any additional objects that we come into possession of in connection with your legal matter, for you during the time that your case is going on. When your case is over, we will write to you to tell you that it is time for you to pick up the contents of your file.

It is your responsibility to make sure that you get your file if you want it. We encourage you to pick your file up when we notify you that it is ready, and to keep it for a reasonable period of time after your matter is over, in case you should need any of the information contained in it.

After we send you the notice that your file is ready for pickup, we will keep it in our offices for sixty (60) days to give you the opportunity to get it at your convenience. If you want your file, we will provide you with the original file and we will keep a copy of it. If you fail to pick your file up during the pickup period, or to provide us with instructions and a cost deposit for delivery of the file according to your instructions, we will assume that you do not want the file. We will place the file in storage for an appropriate length of time based on this agreement, our file retention procedures, our file retention period for matters of this type (see attached retention schedule) and the requirements of the Alabama Rules of Professional Conduct or any other ethical standards in effect. At the end of the retention period your original file, if you have not claimed it, or our retained copy, if you have previously claimed the original, will be destroyed in accordance with our file destruction policies. You will not receive any notice that the retention period has run or that the original file or our retained copy, as applicable, has been destroyed.

I hereby acknowledge that I have received, read, understand and agree to the file retention policy set forth above.

_____

Client Name

Date: _____

Client Notice to Pick up File Letter

[Date]

Re: Matter Description
File No.:

Dear **[Client Name]**

Your case is now over. We are notifying you that the file is being closed and it is time for you to pick it up. Your file contains all documents that we created or received in connection with your case, whether from you, the opposing party or the court, and any other objects that we acquired while handling the matter. We recommend that you pick up your file and keep it for a reasonable period of time in case you need any of the information or other items that may be contained in it at a later date.

Please indicate below whether you would like to receive the file, sign, and return this letter to us in the enclosed, self-addressed, stamped envelope. If you indicate that you would like to receive your file, we will make a copy for our records and then let you know when you may pick up the original.

It is your responsibility to make sure you get your file. *If you fail to return this letter, or if you return it saying you would like your file but you do not pick the file up within sixty days after we notify you that it is available for pickup, we will assume that you do not want it.* **We will retain the file based on our file retention policy and procedures previously provided to you and then destroy it in accordance with them and the requirements of the Alabama Rules of Professional Conduct or such other ethical standards in effect at the time the records are destroyed. If you do not seek the return of your file now, you may still request it at any time prior to its destruction, but you will not receive any additional notices to pick up the file or to let you know the date on which it will be destroyed or that destruction has taken place.**

We appreciate having had the opportunity to represent you. If you need an attorney for any reason in the future, we hope that you will call us.

Yours very truly,

[Responsible Attorney Name]

_____ I DO want to pick up my file.
_____ I DO NOT want to pick up my file.

_____ (Date)

_____
Client Signature

Client Satisfaction Survey

1. How did you find out about our firm?
   _____ Knew attorney personally
   _____ Referred by
   _____ Advertisement in:
   _____ Other:

2. Why did you select our firm?
   _____ Convenient location
   _____ Firm/lawyer reputation
   _____ Personal/business relationship with lawyer or staff
   _____ Other:

3. What is your opinion about the following:

	Very Satisfied	Somewhat Satisfied	Very Dissatisfied
Convenience of office location	x	x	x
Getting through to lawyer on phone	x	x	x
Telephone calls returned promptly	x	x	x
Lawyer explained things clearly	x	x	x
Lawyer met with me when I wanted	x	x	x
Staff was courteous	x	x	x
Lawyer was courteous	x	x	x
Status updates on case	x	x	x
Result or resolution of legal matter	x	x	x
Amount of attorney's fees	x	x	x
Lawyer concerned about me as a person	x	x	x
Lawyer believed in my case	x	x	x
Overall satisfaction with this law firm	x	x	x

4. Do you feel you could have handled your case as well without an attorney? ____ Yes ____ No

5. Would you ask our firm to handle another case for you? ____ Yes ____ No

6. Would you recommend our firm to your friends and family? ____ Yes ____ No

7. Please give us any comments or suggestions you think will help us improve our delivery of legal services in the future.

_____

_____

_____

_____

_____

_____

_____

Thank you again. It was a privilege to represent you.

Client File Receipt

[Law Firm Name] File Receipt

Client Name: _____
Matter Description: _____
File Number:_____

I acknowledge that I have received the entire file, a copy of the index for which is attached hereto, in the matter referenced above from **[attorney or law firm name]** on this the _____ day of _____.

_____
Signature

_____
Print or Type Client's Name

Client's Current Address:

_____
_____

Client's Current Phone Number:

_____