

# Basic Training & Beyond

Day-One:

Is this right for me?

Getting started.

The business of the small firm.

Managing fear.

Day-Two

Client relations.

Productivity & technology.

Marketing.

# A wide-lens look before we get into the weeds

1.37 million US licensed attorneys

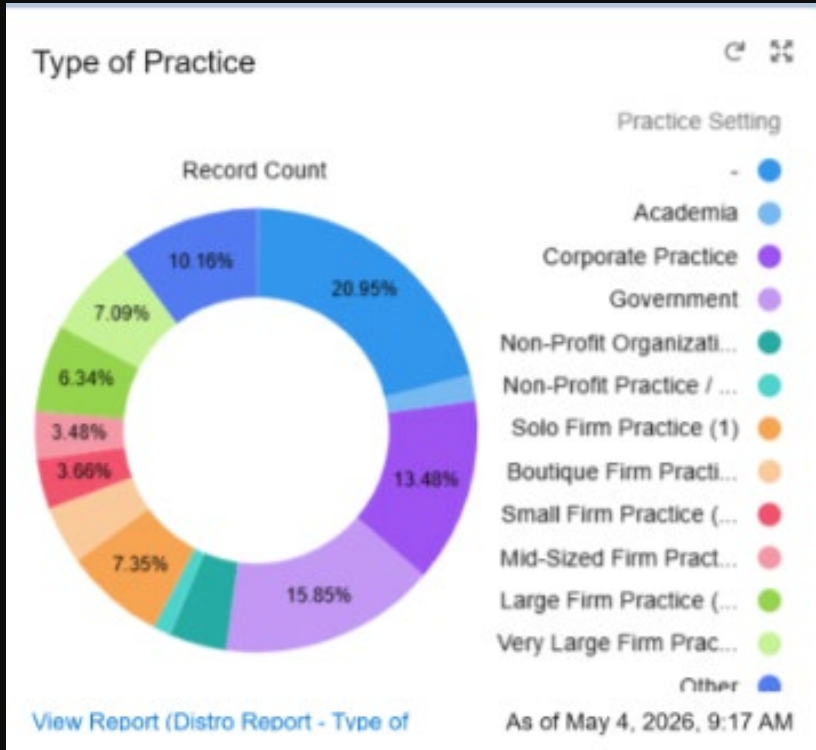
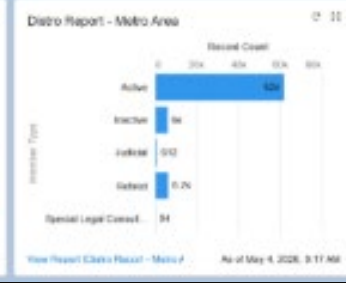
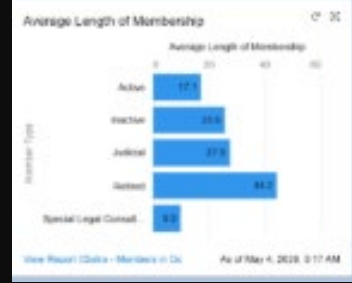
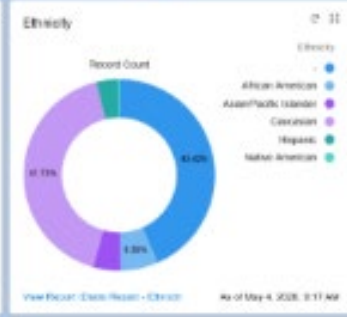
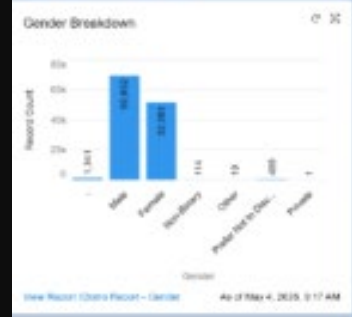
187,656 in New York State

175,883 in California

123,919 in the DC Bar

98,345 in Texas

113,000+ in Florida



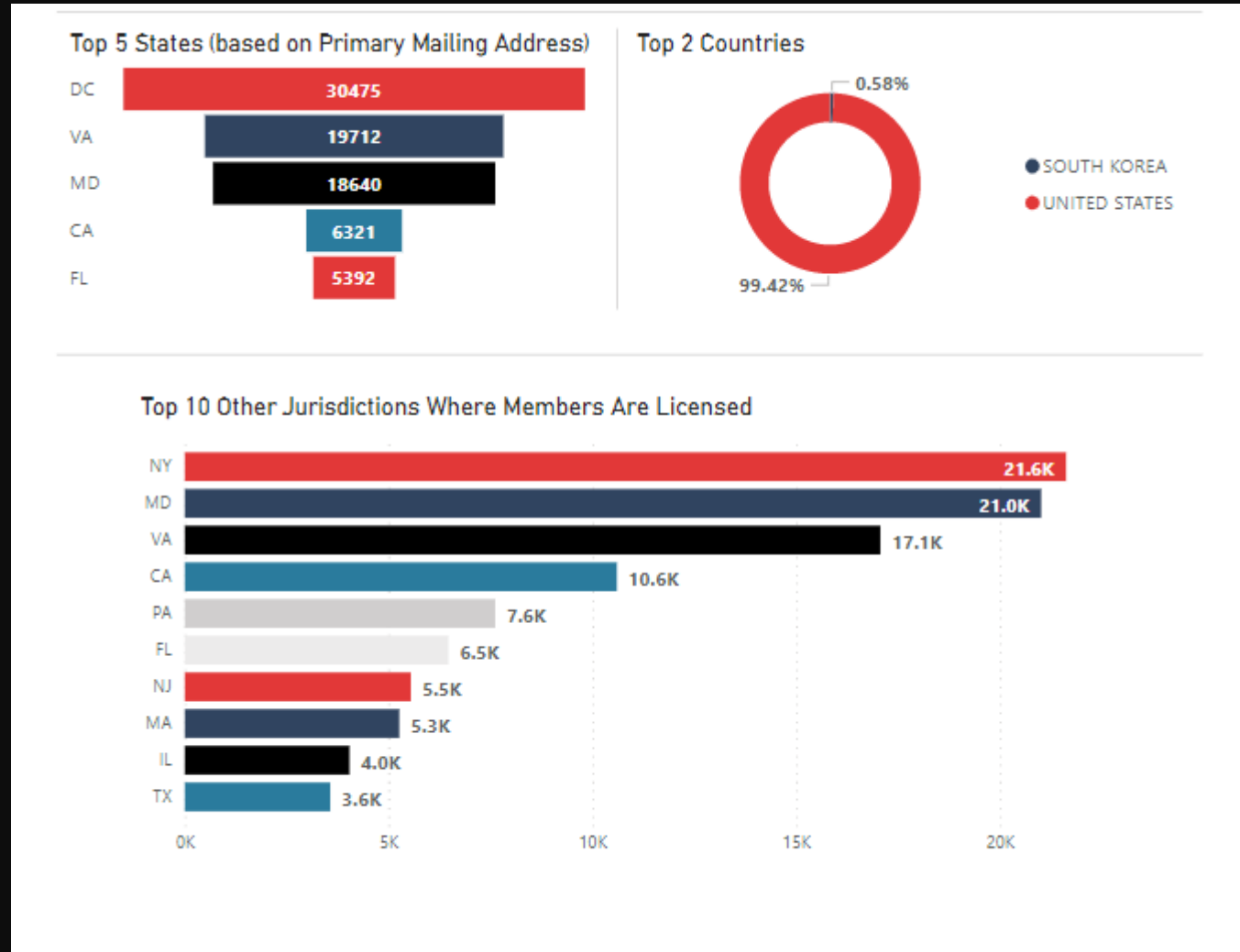
Small firm lawyers (10-12% of 121,000+ lawyers) have generated nearly half of the docketed bar complaints annually

But it dropped to 33% in 2025

Type of Practice	2025	%	2024	%	2023	%	2022	%	2021	%
Firm	67	49%	71	43%	68	49%	60	37%	77	45%
Solo/Small Firm	45	33%	57	35%	47	34%	79	49%	72	42%
In House	4	2.9%	8	5%	4	2.9%	3	1.9%	8	4.7%
Government	5	4%	4	2.4%	7	5%	6	4%	6	4%
Other	15	10.9%	21	13%	8	5.7%	10	6.2%	6	3.5%
Public Interest	1	1%	3	1.8%	6	4%	3	2%	1	1%

If you are a small firm lawyer in DC, you have a target on your back for a disciplinary complaint

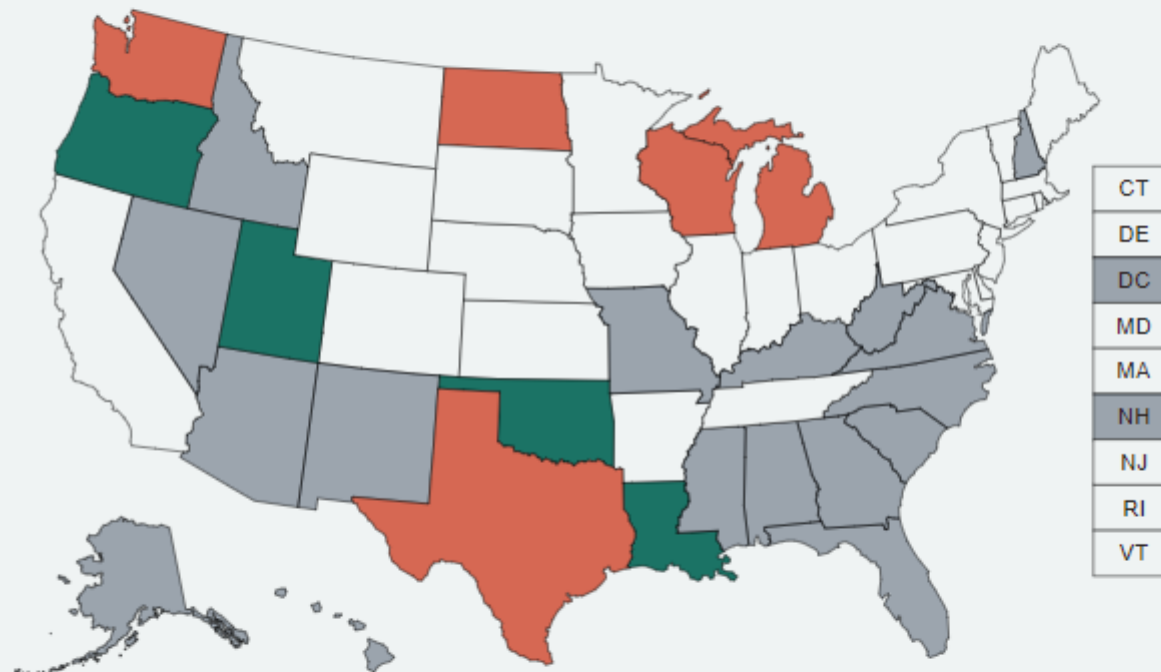
# Where DC Bar members are licensed



August 2021

## Recent Challenges to Mandatory State Bar Associations

Since the U.S. Supreme Court's 2018 decision in *Janus v. AFSCME Council 31*, which found that public sector unions could not charge fees to workers without their consent, nine state bar associations around the country have faced challenges to their own mandatory membership and dues requirements.



*Click any state to see more information*

■ Open challenges   ■ Closed challenges   ■ Mandatory bar, no challenges  
■ Bar membership not mandatory

# Is small firm law for me?

It's a challenging economy

It's a tough profession

Competition is intense

Expect an abundance of  
challenge & adventure

# The public's perception of lawyers

## 2025 Honesty and Ethics of Professions Ratings

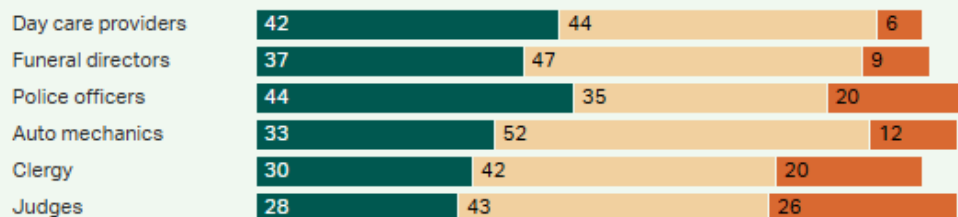
Please tell me how you would rate the honesty and ethical standards of people in these different fields -- very high, high, average, low or very low?

■ % High/Very high ■ % Average ■ % Low/Very low

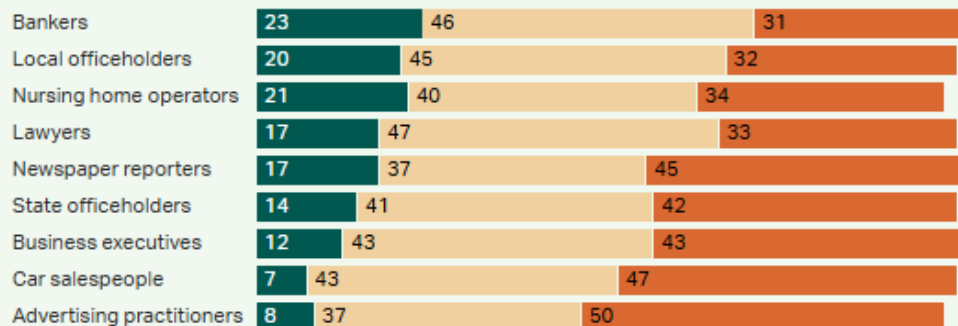
### Majority positive



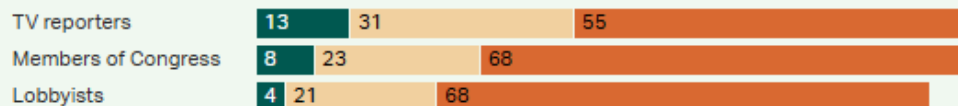
### Net positive



### Net negative



### Majority negative



Professions are listed in order of net % high (% high/very high minus % low/very low).  
% No opinion is not shown.

Dec. 2-18, 2024

[Get the data](#) • [Download image](#)

GALLUP

# Historical view 1976 - 2023

9<sup>th</sup> most  
dishonest in  
this  
MoneyWise  
survey

**Lawyers**

Page 1 of 2 >

	Very high	High	Average	Low	Very low	No opinion	Very high/High
	%	%	%	%	%	%	%
2023 Dec 1-20	2	14	52	22	9	1	16
2022 Nov 9-Dec 2	3	18	50	19	9	1	21
2021 Dec 1-16	3	16	50	21	9	1	19
2020 Dec 1-17	3	18	48	24	6	*	21
2019 Dec 2-15	4	18	49	19	9	*	22
2018 Dec 3-12	3	16	51	21	7	1	19
2017 Dec 4-11	4	14	53	19	9	1	18
2016 Dec 7-11	3	15	45	26	11	1	18
2015 Dec 2-6	4	17	44	25	9	1	21
2014 Dec 8-11	5	16	45	22	12	1	21
2013 Dec 5-8	3	17	45	23	12	1	20
2012 Nov 26-29	4	15	42	28	10	1	19
2011 Nov 28-Dec 1	3	16	43	27	10	1	19
2010 Nov 19-21	4	13	47	24	11	1	17
2009 Nov 20-22	3	10	45	28	12	1	13
2008 Nov 7-9	3	15	45	25	12	1	18
2007 Nov 30-Dec 2	2	13	49	25	10	1	15
2006 Dec 8-10	3	15	42	27	11	2	18
2005 Nov 17-20	3	15	46	25	10	1	18
2004 Nov 19-21	4	14	45	24	11	2	18
2003 Nov 14-16	3	13	47	25	11	1	16
2002 Nov 22-24	2	16	45	25	10	2	18
2001 Nov 26-27	4	14	50	23	8	1	18
2000 Nov 13-15	3	14	42	29	11	1	17

\* Less than 0.5%

Get the data • Download image

GALLUP

	Very high	High	Average	Low	Very low	No opinion	Very high/High
	%	%	%	%	%	%	%
1999 Nov 4-7	1	12	45	28	13	1	13
1998 Oct 23-25	3	11	44	29	12	1	14
1997 Nov 6-9	3	12	41	31	10	3	15
1996 Dec 9-11	3	14	39	27	14	3	17
1995 Oct 19-22	4	12	36	29	17	2	16
1994 Sep 23-25	3	14	36	31	15	1	17
1993 Jul 19-21	3	13	41	28	13	2	16
1992 Jun 26-Jul 1	3	15	43	25	11	3	18
1991 May 16-19	4	18	44	21	10	5	22
1990 Feb 8-11	4	18	43	22	9	4	22
1988 Sep 23-26	3	15	45	23	10	4	18
1985 Jul 12-15	6	21	40	21	9	3	27
1983 May 20-23	5	19	43	18	9	6	24
1981 Jul 24-27	4	25	41	19	8	7	25
1977 Jul 22-25	5	21	44	19	8	4	26
1976 Jun 11-14	6	19	45	18	8	1	25

\* Less than 0.5%

Get the data • Download image

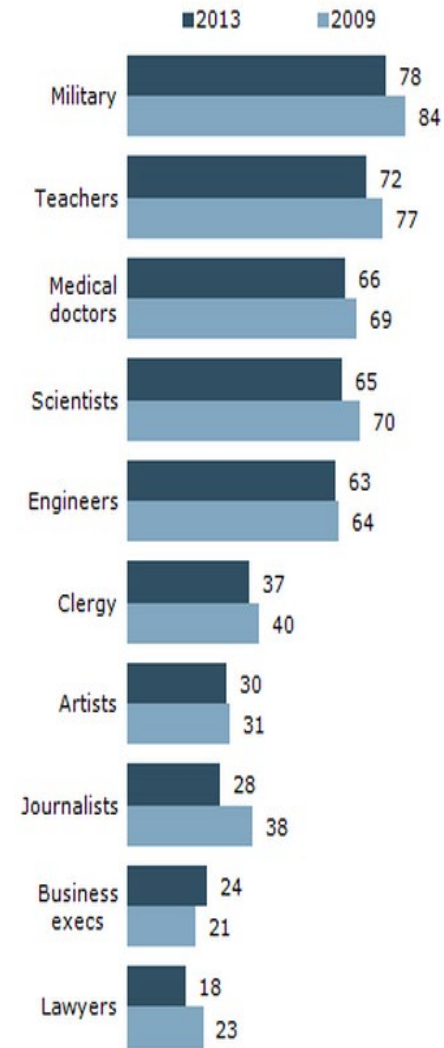
GALLUP

# Contribution to society's well-being

We are last ->

## Trend in Perceived Contribution

% saying each group contributes "a lot" to society's well-being



Source: Pew Research Center surveys March 21-April 8, 2013 and April 28-May 12, 2009. Q6a-j. Responses of those who said some, not very much, nothing at all and those who did not give an answer are not shown.

PEW RESEARCH CENTER

Did you know a pro bono lawyer uncovered  
the robo-signing scam during the mortgage  
crisis?

# The pressures on the profession

Client pressures  
to be more efficient & affordable

[Large firm issues](#)

Market pressures in competition for our clients

[LegalZoom](#)



Welcome. Legal help is here.  
How may we assist you?

# Welcome. Legal help is here.

How may we assist you?

Business Formation >

LLC • Corporation

Wills & Trusts >

Last Will & Testament • Living Trust

Intellectual Property >

Trademarks • Patents • Copyrights

Speak with an Attorney >

Attorney Directory

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help your business thrive.

3 ebooks + 20 special offers

GET THE KIT

# Want to know how the legal profession “created” LegalZoom?

Read its S-1 filed June 4, 2021:

<https://www.sec.gov/Archives/edgar/data/0001286139/000119312521182939/d146270ds1.htm>

As filed with the Securities and Exchange Commission on June 4, 2021. Registration No. 333-

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM S-1  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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**LegalZoom.com, Inc.**  
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	7370 (Primary Standard Industrial Classification Code Number)	95-4751856 (I.R.S. Employer Identification Number)
---	---	--

101 North Brand Boulevard, 11th Floor  
Glendale, California 91203  
(313) 962-8600  
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Dan Werikoff  
Chief Executive Officer  
LegalZoom.com, Inc.  
101 North Brand Boulevard, 11th Floor  
Glendale, California 91203  
(313) 962-8600  
(Name, address, including zip code, and telephone number, including area code, of agent for service)

*Copies to:*

C. Thomas Hopkins Jodie Bourdet Josie Koudrachi Coley LLP 1333 2nd Street, Suite 400 Santa Monica, California 90401 (310) 853-6400	Noel Watson Chief Financial Officer Nicole Miller General Counsel LegalZoom.com, Inc. 101 North Brand Boulevard, 11th Floor Glendale, California 91203 (313) 962-8600	Richard A. Kline Adam J. Gelardi Latham & Watkins LLP 140 Scott Drive Menlo Park, California 94025 (650) 325-4600
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**Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.**

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

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CALCULATION OF REGISTRATION FEE

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## ◆ AI Overview

LegalZoom is performing well in 2025, showing strong revenue growth (raising full-year guidance to 10%) driven by increased subscription services (like compliance & virtual mail) and record quarterly revenues, with Q3 hitting \$190M (up 13% YoY), though facing challenges with lower average revenue per user (ARPU) and increased marketing spend, while maintaining solid cash flow and a significant market presence for various legal needs, according to reports through late 2025. [↗](#)

### **Key Financial Highlights (as of late 2025):**

- **Revenue Growth:** Increased revenue, with strong Q3 growth of 13% year-over-year.
- **Subscription Strength:** Double-digit growth in subscription revenue, boosted by virtual mail and compliance offerings.
- **Outlook Raised:** Raised full-year revenue outlook to around 10% growth for 2025.
- **Profitability:** Solid Adjusted EBITDA margins (around 23-24%) and strong free cash flow.
- **Share Buybacks:** Actively repurchasing shares, boosting investor confidence. [↗](#)

# Is Amazon a competitor?

Amazon Brand Registry

## Launch your brand with Amazon

Enroll your brand in Amazon Brand Registry to start unlocking a suite of brand-building tools and protection benefits.

Already enrolled?

[Log in to Brand Registry](#)

New to Brand Registry?

[Enroll your brand](#)

# TrustandWill.com



Products ▾

Pricing

Learn

## Estate planning made easy.

With plans starting at \$39, we've got something for everyone. See what's right for you.

Get Started



★ Trustpilot

# Hello Divorce is here

## Plans & Pricing

I am filing in District of Columbia ▾

and I'm ready to divorce ▾

### Hello Divorce Planner and Strategy Guide

**\$30**

One time payment

Our Hello Divorce Planner PDF download has everything you need prepare, plan, negotiate, a...

[Learn More](#)

### Divorce Navigator Session + Strategy Guide

**\$50**

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Whether you're just starting or already deep in the process, a 30-minute Divorce Navigator sessio...

[Learn More](#)

### Pro Plan - Form Specialist Led

**\$2,000**

4 monthly payments of **\$575**

Form Specialist fully supports this divorce plan with form prep, filing, and tracking handled for you.

[Learn More](#)

### Plus Plan - Expert Led

**\$3,500**

4 monthly payments of **\$1000**

Our concierge divorce option. A collaborative divorce option with expert help built in.

[Learn More](#)

← Services

## Attorney Time by the Hour

\$175.00 - \$1,750.00

An appointment with an attorney offers you the ability to get legal support for only what you need, whether it be one session or several.

Maryland

- Select State
- California
- Colorado
- Florida
- Georgia
- Illinois
- Maryland**
- New York
- North Carolina
- Pennsylvania
- Texas

Time

on your account statement.

to Cart



### Explore Hello Divorce's affordable hourly legal services

We never try to upsell or add on services you don't really need here at Hello Divorce. But while a DIY divorce helps you get divorced your way, sometimes a little extra help can save a lot of time, money, and stress in the long term. Fortunately, there is a lot of help available – and we've made it as flexible and affordable as possible.

Current states where HD appears to be engaged



# America's Loneliest Workers



Lawyering is the most stressful job in America

But lawyers can be happy when:

We are autonomous

We are masters of our world

We are connected and have a sense of belonging

Demand for small firm services is  
and will be at an all time high

The challenge for the small firm lawyer is to:

Find the right problems

&

Get paid for solving them

How do you respond to a prospective client who shows up with this?



# Legal Trends Report

Published by Clio



[Clio Legal Trends Report 2025](#)

[Clio Legal Trends Report 2024](#)

[Clio Legal Trends Report 2023](#)

[Clio Legal Trends Report 2022](#)

[Clio Legal Trends Report 2021](#)

[Clio Legal Trends Report 2020](#)

[Clio Legal Trends Report 2019](#)



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# Benchmark Report: How Work Gets Done in Law Firms

By Nicole Black



[MyCase Reports by Nicole Black](#)



Thomson Reuters Institute

# 2022 State of US Small Law Firms

Cause for cautious optimism

[Here is the report](#)

# LawPay ClientCredit



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## ClientCredit

ClientCredit is a “Buy Now, Pay Later” (BNPL solution) designed specifically for the legal industry and is exclusively available through LawPay. With ClientCredit, you receive the full invoiced amount at the start of an engagement, while still offering clients the option to pay for their legal fees in installments.

### Payment Method

CARD  ECHECK  PAY LATER



For your convenience, we want to offer the latest and most reliable lending option available. Click below to securely complete your payment. It's quick and easy, and you'll get a real-time decision.

Start by entering your full name:

First Name  Last Name

[Begin Process](#)

# Characteristics

**Are you empathetic?**

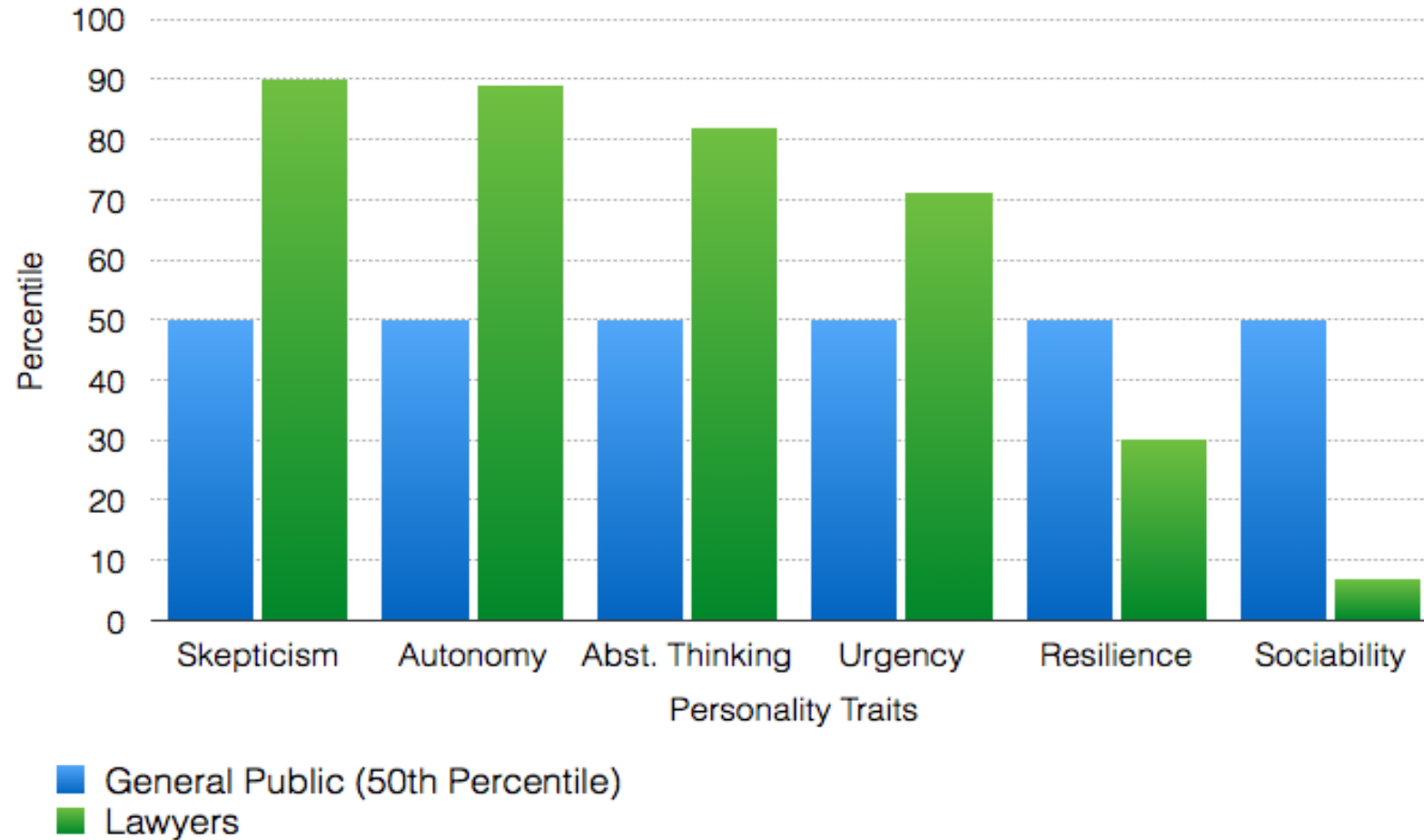
**Can you listen & observe?**

**Can you make the complex  
understandable?**

**Can you maintain boundaries?**

This is how most of  
us are wired

# The 6 Predominant Lawyer Personality Traits



From the research of Larry Richard, Ph.D.

Some lawyers are too aware.

[The Psychology of People Who Are Too Aware](#)

# How to expand your wiring

- Play with a small child
  - Improv acting
  - Hatha yoga
  - Wall climbing
  - Mountain biking
- Hiking a challenging trail
  - Walking meditation
    - Swimming
- It's movement, presence & regularity

Small firm lawyers need high EQ  
(emotional intelligence)

What does high EQ look like?

## High EQ Qualities

You are optimistic.

You are not a perfectionist.

You can balance work and play.

You embrace change.

You are not easily distracted.

You are empathetic.

You know your strengths & weaknesses.

You are self-motivated.

You don't dwell in the past.

You take care of yourself.

You set boundaries.

*A person with EQ  
understands this truth:*

You cannot impact a  
feeling with a fact.

You can only impact a  
feeling with another  
feeling.

A great  
resource to  
develop good  
decision making

The *New York Times* bestselling  
author of *Brainstorm* and *Mindsight*

Daniel J. Siegel, MD

AWARE

*The Science and  
Practice of Presence*

THE GROUNDBREAKING  
MEDITATION PRACTICE

Characteristics of the successful  
small firm lawyer

**Are you an *idea* person & a *detail* person?**

**Can you work a room? Can you close?**

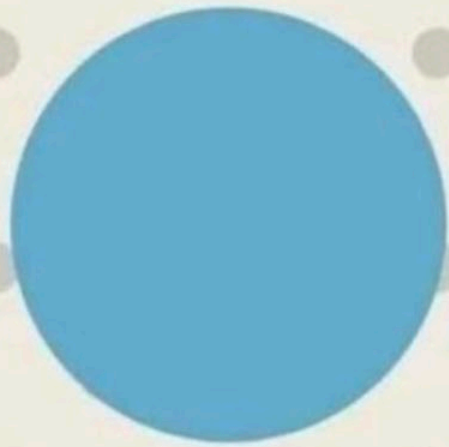
**Can you screen & talk about money?**

**Can you be selective about clients & cases?**

**Are you a life-long learner?**

# WHAT PEOPLE THINK EMPATHY IS

earthbound madness



Feeling sorry for someone

# WHAT EMPATHY ACTUALLY IS



- Sensing other peoples emotions
- Imagining how someone feels
- Imagine what someone is thinking
- Mirroring someone's feelings
- Identify how a person is feeling
- Understanding another person's feelings
- Seeing things from another point of view
- Really listening to what others have to say
- Feeling overwhelmed by others tragedy

# Empathy vs Sympathy

This video of Brene Brown explains the difference.

<https://www.youtube.com/watch?v=1Evwgu369Jw>

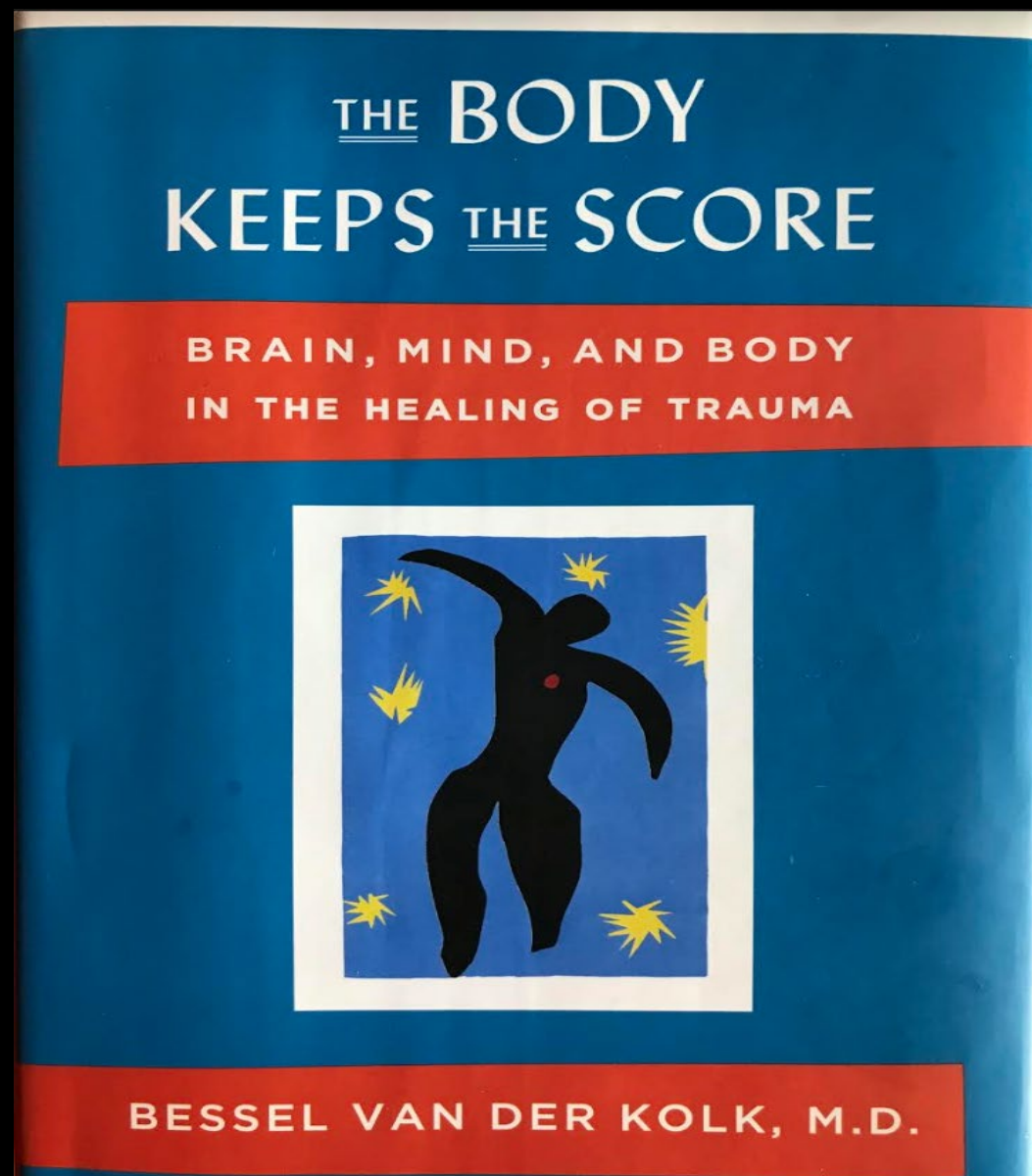


An empathetic person  
is not afraid to be vulnerable

Here's a talk by Brené Brown on  
the

[power of vulnerability](#)

If you have  
clients who  
have suffered  
trauma,  
this is a  
resource to  
understand how  
trauma  
affects a person



van der Kolk on YouTube

# The small firm focus

When we are licensed to solve the problems of others,  
it is best that our focus be narrow.

There is less challenge and risk  
in a narrowly focused small firm.

We are expert & efficient at solving our client's problem.

Our marketing initiative is better directed and more  
successful.



# Necessary skills

Active listener

Ability to negotiate

Effective writer

Good speaker

Ability to adapt

Quick study

Solution oriented

# We are regulated

We must comply with the DC Rules of Professional Conduct;

And the rules of any other jurisdiction where we are barred;

And other codes, regulations and court rules;

And not become paralyzed by regulation.

[Click here for free, confidential, informal ethics advice](#)

# We are DC Rule focused here

If you practice in another jurisdiction,  
it may be different there.

For example:

DC Rule 7.1 & 7.5 – marketing

DC Rule 1.8(d)(1) & (2) – client financial help

DC Rule 5.4(b) – non-lawyer equity partner

DC Rule 1.6 – confidences & secrets

# Getting started

What's the problem you solve?

Why should a prospective client bring you into their life?

What are the skill sets you need to attract and solve the problem of your ideal client?

Are these the same skill sets?

# 76 words in a 30 second spot

Because that is what people remember

Less can be more

*The words you speak become the house you live in.*

- Hafiz

# Firm name

Rule 7.5 & 7.1

Avoid implying that you are more than you are

Using *Firm* is acceptable [Ethics Opinion 332](#)

Be cautious of and test drive the unique name

# Unique name example: *The Ipseity Firm*

Ipseity, from the Latin word *ipse*, meaning “itself”

*“Ipseity reminds me of my core self,*

*the me beneath all layers of adaptation & personality,*

*and that’s why I choose Ipseity Law for the*

*name of my small firm.”*

# The entity question

Know why you need an entity

Small firm legal structure

Here is information from DC Department of  
Licensing and Consumer Protection

Sole proprietor is an option

See *Choosing the Business Entity* in the e-Manual

Sole proprietors, partners & self-employed  
persons pay estimated taxes

# Professional Liability Insurance

While it is not required in DC, it is a good idea to have it in place before you take on a client.

USI Affinity is the Bar's member benefit.



LIMIT & DEDUCTIBLE REQUESTED			
		Limits	Deductible
Professional Liability	Each Claim	\$ 1,000,000	\$ 5,000
	Aggregate	\$ 1,000,000	
Defense Costs:	Inside Limits of Liability		
Deductible Application:	Per Claim - Loss & Defense		
Retro Date:	04/20/2026	Total # of Attys:	1
PREMIUM, FEES AND TAXES			
		Type	Cost
Professional Liability		Premium	\$ 726.00
		<b>Total Premium, Including Taxes and Fees</b>	<b>\$ 726.00</b>

## [DC FAQ on professional entities](#)

### **What are professional corporations (PCs) & limited liability companies (PLLCs)?**

The term “professional service” means any type of personal service to the public which may be lawfully rendered only pursuant to a license and which by law, custom, standards of professional conduct or practice in the District of Columbia, before December 10, 1971, could not be rendered by a corporation, including without limitation the services performed by certified public accountants, attorneys, architects, practitioners of the healing arts, dentists, optometrists, podiatrists, and professional engineers.

Professional Corporations must have “P.C.” or “Professional Corporation” or “Chartered” as a part of their name.

Professional LLCs must have “PLLC” or “Professional Limited Liability Company” as a part of their name.

### **What are acceptable purposes for professional corporations or LLCs?**

A professional corporation may be organized solely to render professional services through its shareholders, directors, officers, employees, or agents who are themselves duly licensed to render the particular service and to render service ancillary thereto.

A professional corporation may employ persons, who are not licensed, but such persons shall not perform professional services; and no license shall be required of any person who is employed by a professional corporation to perform services for which no license is otherwise required.

Your firm will need an EIN

[Apply to the IRS for an employer id number](#)

You will need an EIN to open your firm's  
business checking account

Avoid putting your SSN on a 1099 form

More is in the e-Manual

[IRS Employee vs Contractor Guidelines](#)

# Doing business in DC

Law firms do not need a business license  
from DC DLCP

You may need to file the FR 500 (e-Manual)

More information about the FR500 is here

# Do you need an office in DC?

DC Rules do not require it

Be careful about an office in a jurisdiction  
where you are not barred

See e-Manual for more information

The office should be client-focused

Is client data safe & secure?

# Avoiding UPL

Rule 5.5 bars a DC Bar member from the unauthorized practice of law in another jurisdiction

Every jurisdiction has its own UPL rule, regulation or code provision

See e-Manual - Avoiding the Unauthorized Practice of Law

[When emails from Colorado became UPL in Minnesota](#)

# ABA Legal Ethics Opinion 495

## Lawyers Working Remotely - 12/16/20

“The Committee’s opinion is that, in the absence of a local jurisdiction’s finding that the activity constitutes the unauthorized practice of law, a lawyer may practice the law authorized by the lawyer’s licensing jurisdiction for clients of that jurisdiction, while physically located in a jurisdiction where the lawyer is not licensed if the lawyer does not hold out the lawyer’s presence or availability to perform legal services in the local jurisdiction or actually provide legal services for matters subject to the local jurisdiction, unless otherwise authorized.”

Will a law license some day be like a driver’s license?

ABOUT US

OUR TEAM

PRACTICES

HWG

HARRIS, WILTSHIRE & GRANNIS LLP

## Avoiding Unauthorized Practice Of Law In Remote Work

August 05, 2021

Share:    

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Amy Richardson and Lauren Snyder published the article “Avoiding Unauthorized Practice of Law in Remote Work” in *Law360* today.

[Click here to see the full article](#)

[Attorney Grievance Commission of MD v. Jackson](#)

[UPL: Reconsidering Regulation](#) by Hope Todd, DC Bar Legal Ethics Counsel, November/December *Washington Lawyer*

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Suite 200  
Bethesda, MD

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300 New Jersey Ave NW  
Suite 900  
Washington, DC

**City Center**  
1325 G Street NW  
Suite 500  
Washington, DC

**Clarendon**  
3033 Wilson Boulevard  
Suite 700  
Arlington, VA

**Duke Street**  
1765 Duke Street  
Alexandria, VA

**Dupont**  
1101 Connecticut Ave NW  
Suite 450  
Washington, DC

**Friendship Heights**  
5425 Wisconsin Avenue  
Suite 600  
Chevy Chase, MD

**Georgetown**  
1050 30th Street NW  
Washington, DC

**King Street Station**  
1800 Diagonal Road  
Suite 600  
Alexandria, VA

**K Street**  
1717 K Street NW  
Suite 900  
Washington, DC

**Old Town**  
500 Montgomery Street  
Suite 400  
Alexandria, VA

**Pennsylvania Avenue**  
1701 Pennsylvania Ave  
NW  
Suite 200  
Washington, DC

**Reston Town Center**  
1818 Library Street  
Suite 500  
Reston, VA

**Rosslyn**  
1001 19th Street North  
Suite 1200  
Arlington, VA

**Tysons Boulevard**  
1750 Tysons Boulevard  
Suite 1500  
McLean, VA

**The Willard Offices**  
1455 Pennsylvania Ave NW  
Suite 400  
Washington, DC



Plus 10 additional locations found across the United States.  
Learn more at [www.carrworkplaces.com/locations](http://www.carrworkplaces.com/locations)

\*diagram not to scale

# Google My Business & virtual office issues

Engage with  
customers on  
Google for free

With a Google My Business account, you get more than a business listing. Your free Business Profile lets you easily connect with customers across Google Search and Maps.

Google My Business

Google My Business is changing

Things are changing in NY

The slow death of the NY brick & mortar office for  
lawyers

## DC Bar Member Benefits

Carr WorkPlaces

Clio, MyCase, Smokeball, Rocket Matter, Cosolex

TimeSolv

Fastcase


USI Affinity



OSI

Office Services Inc.  
1629 K Street NW Suite 300  
Washington, DC  
20006

## Key Points:

- **High Vacancy Rates:** DC's office vacancy rates have surged, with millions of square feet vacant, particularly since 2020.
- **Older Buildings Most Affected:** The bulk of available space is in older, Class B and C buildings, which often lack modern amenities.
- **Downtown Heavily Impacted:** Over 40% of vacancies are concentrated in older buildings in downtown DC.
- **"Trophy" Space is Different:** Demand is strong for premium, Class A "trophy" buildings, where full-floor availability is limited.
- **Shifting Demand:** Companies are seeking smaller footprints, shorter leases, or coworking options, leading to more available space and pressure on landlords. 

It's a buyer's/lessee's market in DC

# The law firm business plan

Planning gives your focus, control, & direction

You will have an edge over the competition

You will think about your law enterprise as a system

Planning reduces risk & increases reward

See the e-Manual for more information.

***Watch your email for our PMAS Resources***

Here is why the plan is essential

It raises issues you will not have considered

It helps you to think like an entrepreneur

It puts you in your ideal client's  
problem recognition process

Write a plan with your prospective partners



# Build your network

Small firm support systems are important

Networking events & groups are vital

Mentoring can result

Referral networks are created

Resources are located

Informal groups, voluntary bars & Communities

And social media are some of the possibilities

# Networking Opportunities

## Law is a relationship business

June 25, Noon on Zoom

*I Hope This Message Finds You . . . & Other Signs You're  
Using AI (Wrong)*

PMAS Lunch & Learn events

[Register here](#)

[Recent programs](#)

2<sup>nd</sup> Friday at Fireworks Pizza, 2350 Clarendon Blvd. (Clarendon Metro) in Arlington at 12:30 pm. RSVP to [steven@stevenkriegerlaw.com](mailto:steven@stevenkriegerlaw.com)

Date & location varies, Bethesda at Noon. RSVP to Inna Brady [innabradley@iblawnfirm.com](mailto:innabradley@iblawnfirm.com)

# The business of the small firm

Fees & getting paid

Handling money

Management

Getting help

Handling client data

# Fees

How will you price your service?

Rule 1.5 says it must be *reasonable*

So you can profit, know what a productive hour is worth –

More in the e-Manual

Ask for the 168 hour time management spreadsheet

Time & effort are not necessarily value.

The client values the result.

# Covington's Eric Holder Bills at \$2,295 Hourly, New Legal Services Contract Shows

Covington and other firms have long been hired to conduct internal investigations at companies and other institutions, but in many instances the engagement letters, revealing rates and the scope of legal services, are not matters of public record.

By Mike Scarcella | April 16, 2021 at 02:19 PM

## About

OUR TEAM

SERVICES & ISSUES

LEGAL FEES

CLIENT COMMENTS

IN THE NEWS

## Legal Fees

*WE TRY TO BE AS AFFORDABLE AS POSSIBLE.*

All of our clients start with an **initial phone consultation** with an attorney. During your phone consultation, we will provide you legal advice regarding your tenancy issues in the District of Columbia. If you are interested in a consultation, please contact our office to submit a request. We charge \$75 for consultations, for a call of up to 45 minutes.

Our regular hourly rate is \$96.60 per hour for all other services, excluding most TOPA cases.

We can discuss with you whether your landlord may be required to pay your legal fees if you are successful with your claims. If you have a strong claim for money damages against your landlord, we may be willing to take your case on contingency.

Call us at (202) 681-6871, or e-mail us at [admin \[at\] dctenants.com](mailto:admin@dctenants.com), if you think we can be helpful!

## Lawyer David Boies bills \$1,950 per hour, court filing says

BY DEBRA CASSENS WEISS

JUNE 8, 2022, 8:34 AM CDT

Like 180 Share Tweet Share



David Boies is the chairman and a managing partner at Boies Schiller Flexner. Photo by Kathy Anderson//ABA Journal.

A court filing seeking legal fees in privacy litigation against Google indicates that one of the plaintiffs' lawyers—David Boies—is making \$1,950 per hour.

The hourly rate is revealed in a [June 3 motion](#) seeking more than \$1 million for legal fees and costs incurred by plaintiffs in pursuing a sanctions motion against Google, [Reuters](#) reports.

A judge had allowed the plaintiffs to seek fees and costs after concluding that Google committed discovery misconduct, partly by concealing key data and employees from the plaintiffs.

Boies, 81, is the chairman and a managing partner at Boies Schiller Flexner. His hourly rate is still below that of Neal K. Katyal, a partner at Hogan Lovells and a former U.S. acting solicitor general, who bills \$2,465 per hour, according to a filing in a bankruptcy case.

Some lawyers at Covington & Burling also make more money, according to a Department of Justice court filing. It shows that senior partners there bill up to \$2,500 per hour, [Reuters](#) reports in another story.

The privacy suit alleges that Google collected information from internet users when they use its incognito web browsing.

Other plaintiffs firms in the case are Susman Godfrey and Morgan & Morgan.

The case is *Brown v. Google*

# Rates from Clio Legal Trends Reports

2024

2025

2024

Hourly rates by state

State	Lawyer	Non-lawyer	Law Firm	State	Lawyer	Non-lawyer	Law Firm
AK	\$329	\$191	\$290	MT	\$258	\$141	\$238
AL	\$250	\$141	\$230	NC	\$315	\$162	\$275
AR	\$269	\$141	\$247	ND	\$324	\$211	\$301
AZ	\$325	\$177	\$279	NE	\$261	\$156	\$235
CA	\$420	\$213	\$358	NH	\$289	\$197	\$269
CO	\$319	\$176	\$284	NJ	\$363	\$194	\$328
CT	\$404	\$223	\$356	NM	\$280	\$143	\$241
DC	\$490	\$222	\$454	NV	\$325	\$172	\$284
DE	\$472	\$222	\$417	NY	\$420	\$224	\$387
FL	\$351	\$182	\$303	OH	\$276	\$144	\$250
GA	\$363	\$205	\$321	OK	\$278	\$142	\$253
HI	\$337	\$169	\$301	OR	\$324	\$168	\$283
IA	\$250	\$153	\$232	PA	\$311	\$193	\$291
ID	\$304	\$151	\$269	RI	\$368	\$203	\$347
IL	\$349	\$206	\$324	SC	\$297	\$144	\$252
IN	\$290	\$169	\$266	SD	\$251	\$154	\$240
KS	\$311	\$157	\$285	TN	\$298	\$155	\$269
KY	\$244	\$132	\$225	TX	\$367	\$183	\$313
LA	\$265	\$118	\$241	UT	\$335	\$171	\$300
MA	\$331	\$232	\$307	VA	\$378	\$200	\$342
MD	\$361	\$199	\$327	VT	\$279	\$131	\$251
ME	\$254	\$166	\$237	WA	\$344	\$187	\$299
MI	\$296	\$164	\$270	WI	\$278	\$193	\$263
MN	\$325	\$174	\$291	WV	\$196	\$115	\$185
MO	\$300	\$148	\$268	WY	\$309	\$140	\$281
MS	\$248	\$138	\$223				

Adjusted rates by state\*

\*Adjusted rates reflect cost of living for each state.

State	Lawyer	Non-lawyer	Law firm	State	Lawyer	Non-lawyer	Law firm
AK	\$323	\$188	\$285	MT	\$286	\$157	\$264
AL	\$278	\$157	\$255	NC	\$335	\$172	\$293
AR	\$311	\$163	\$286	ND	\$366	\$239	\$340
AZ	\$322	\$175	\$276	NE	\$289	\$172	\$260
CA	\$373	\$189	\$318	NH	\$275	\$187	\$256
CO	\$315	\$173	\$280	NJ	\$333	\$179	\$301
CT	\$390	\$216	\$343	NM	\$310	\$158	\$266
DC	\$442	\$200	\$409	NV	\$335	\$177	\$293
DE	\$475	\$224	\$421	NY	\$390	\$208	\$359
FL	\$340	\$176	\$293	OH	\$301	\$157	\$272
GA	\$376	\$212	\$332	OK	\$315	\$161	\$287
HI	\$310	\$155	\$278	OR	\$310	\$160	\$270
IA	\$282	\$172	\$261	PA	\$319	\$198	\$299
ID	\$332	\$165	\$294	RI	\$363	\$200	\$342
IL	\$353	\$208	\$328	SC	\$319	\$154	\$270
IN	\$314	\$183	\$289	SD	\$285	\$174	\$273
KS	\$345	\$175	\$317	TN	\$322	\$168	\$291
KY	\$269	\$146	\$248	TX	\$378	\$189	\$323
LA	\$300	\$134	\$273	UT	\$353	\$180	\$316
MA	\$306	\$214	\$284	VA	\$375	\$198	\$340
MD	\$347	\$191	\$315	VT	\$289	\$136	\$260
ME	\$261	\$171	\$244	WA	\$317	\$172	\$276
MI	\$315	\$174	\$287	WI	\$298	\$207	\$283
MN	\$330	\$177	\$296	WV	\$218	\$129	\$206
MO	\$327	\$161	\$292	WY	\$340	\$154	\$310
MS	\$284	\$158	\$256				

# Rates from Clio Legal Trends Reports

2024	Hourly rates			Adjusted hourly rates		
	Lawyer	Non-lawyer	Firm	Lawyer	Non-lawyer	Firm
ALABAMA	\$246	\$143	\$233	\$280	\$163	\$265
ALASKA	\$300	\$178	\$272	\$294	\$175	\$267
ARIZONA	\$271	\$144	\$252	\$313	\$167	\$291
ARKANSAS	\$287	\$168	\$261	\$287	\$168	\$261
CALIFORNIA	\$391	\$234	\$360	\$348	\$208	\$320
COLORADO	\$302	\$169	\$279	\$295	\$165	\$272
CONNECTICUT	\$384	\$209	\$347	\$361	\$197	\$327
DELAWARE	\$462	\$207	\$427	\$409	\$184	\$378
DISTRICT OF COLUMBIA	\$423	\$201	\$391	\$432	\$206	\$399
FLORIDA	\$335	\$183	\$304	\$328	\$179	\$298
GEORGIA	\$340	\$193	\$315	\$355	\$202	\$328
HAWAII	\$312	\$164	\$293	\$282	\$148	\$265
IDAHO	\$254	\$166	\$241	\$287	\$188	\$273
ILLINOIS	\$267	\$141	\$249	\$291	\$153	\$271
INDIANA	\$349	\$200	\$328	\$345	\$197	\$324
IOWA	\$278	\$174	\$264	\$303	\$189	\$288
KANSAS	\$292	\$168	\$277	\$324	\$187	\$308
KENTUCKY	\$236	\$158	\$227	\$265	\$177	\$254
LOUISIANA	\$266	\$113	\$244	\$293	\$125	\$270
MAINE	\$318	\$249	\$305	\$290	\$228	\$279
MARYLAND	\$344	\$214	\$322	\$327	\$204	\$306
MASSACHUSETTS	\$236	\$181	\$229	\$234	\$179	\$227
MICHIGAN	\$294	\$138	\$269	\$315	\$148	\$288

2024	Hourly rates			Adjusted hourly rates		
	Lawyer	Non-lawyer	Firm	Lawyer	Non-lawyer	Firm
MONTANA	\$234	\$132	\$220	\$260	\$146	\$243
NORTH CAROLINA	\$295	\$158	\$271	\$313	\$168	\$288
NORTH DAKOTA	\$285	\$180	\$266	\$322	\$203	\$300
NEBRASKA	\$256	\$230	\$251	\$285	\$257	\$279
NEW HAMPSHIRE	\$294	\$206	\$281	\$274	\$191	\$262
NEW JERSEY	\$348	\$194	\$329	\$319	\$178	\$302
NEW MEXICO	\$261	\$143	\$237	\$287	\$157	\$261
NEVADA	\$330	\$181	\$301	\$343	\$188	\$312
NEW YORK	\$398	\$223	\$374	\$370	\$207	\$348
OHIO	\$268	\$181	\$255	\$293	\$198	\$279
OKLAHOMA	\$257	\$131	\$242	\$289	\$147	\$272
OREGON	\$296	\$150	\$267	\$277	\$141	\$250
PENNSYLVANIA	\$302	\$197	\$288	\$314	\$204	\$299
RHODE ISLAND	\$317	\$184	\$303	\$303	\$176	\$290
SOUTH CAROLINA	\$287	\$139	\$256	\$306	\$148	\$273
SOUTH DAKOTA	\$245	\$154	\$237	\$279	\$175	\$270
TENNESSEE	\$281	\$149	\$260	\$306	\$162	\$283
TEXAS	\$345	\$177	\$308	\$354	\$182	\$316
UTAH	\$291	\$160	\$271	\$308	\$169	\$287
VERMONT	\$351	\$199	\$327	\$344	\$195	\$321
VIRGINIA	\$267	\$145	\$251	\$264	\$143	\$248
WASHINGTON	\$322	\$173	\$290	\$293	\$157	\$264
WEST VIRGINIA	\$278	\$197	\$269	\$302	\$213	\$291

[Clio Legal Trends Report 2023](#)

## HOURLY RATES BY STATE

State	Law Firms	Lawyers	Non-lawyers	State	Law Firms	Lawyers	Non-lawyers
AL	\$195	\$208	\$115	NC	\$229	\$254	\$132
AR	\$229	\$242	\$152	ND	\$231	\$253	\$145
AZ	\$242	\$266	\$154	NE	\$217	\$218	\$212
CA	\$313	\$344	\$186	NH	\$230	\$248	\$145
CO	\$236	\$261	\$142	NJ	\$291	\$306	\$174
CT	\$314	\$342	\$196	NM	\$219	\$242	\$132
DC	\$365	\$392	\$202	NV	\$283	\$311	\$172
DE	\$308	\$344	\$173	NY	\$339	\$358	\$215
FL	\$264	\$297	\$151	OH	\$212	\$224	\$137
GA	\$262	\$286	\$154	OK	\$218	\$235	\$122
IA	\$193	\$202	\$130	OR	\$230	\$255	\$133
ID	\$218	\$233	\$121	PA	\$272	\$288	\$183
IL	\$286	\$305	\$179	RI	\$234	\$240	\$170
IN	\$225	\$242	\$134	SC	\$218	\$249	\$122
KS	\$213	\$227	\$133	SD	\$195	\$199	\$158
KY	\$193	\$204	\$121	TN	\$218	\$233	\$127
LA	\$226	\$245	\$104	TX	\$264	\$300	\$146
MA	\$273	\$285	\$184	UT	\$231	\$250	\$135
MD	\$286	\$310	\$175	VA	\$273	\$295	\$165
ME	\$183	\$193	\$130	VT	\$216	\$226	\$119
MI	\$249	\$266	\$138	WA	\$258	\$288	\$149
MN	\$250	\$271	\$146	WI	\$219	\$231	\$157
MO	\$227	\$249	\$131	WV	\$160	\$162	\$148
MS	\$199	\$217	\$127	WY	\$224	\$241	\$145
MT	\$187	\$199	\$111				

[Clio Legal Trends Report  
2022](#)

## HOURLY RATES BY STATE

State	Law Firms	Lawyers	Non-lawyers	State	Law Firms	Lawyers	Non-lawyers
AL	\$196	\$211	\$108	NC	\$237	\$262	\$136
AR	\$233	\$248	\$140	ND	\$245	\$268	\$154
AZ	\$239	\$268	\$149	NE	\$221	\$219	\$228
CA	\$326	\$358	\$185	NH	\$234	\$256	\$144
CO	\$244	\$271	\$143	NJ	\$310	\$330	\$167
CT	\$314	\$350	\$167	NM	\$220	\$244	\$131
DC	\$384	\$424	\$192	NV	\$288	\$318	\$177
DE	\$323	\$358	\$172	NY	\$355	\$378	\$211
FL	\$268	\$303	\$150	OH	\$224	\$238	\$139
GA	\$266	\$288	\$158	OK	\$215	\$230	\$125
IA	\$185	\$192	\$130	OR	\$237	\$263	\$137
ID	\$219	\$235	\$125	PA	\$274	\$290	\$182
IL	\$293	\$314	\$162	RI	\$228	\$238	\$157
IN	\$233	\$251	\$134	SC	\$223	\$259	\$119
KS	\$233	\$248	\$137	SD	\$181	\$189	\$119
KY	\$204	\$216	\$133	TN	\$229	\$247	\$125
LA	\$228	\$250	\$100	TX	\$273	\$313	\$150
MA	\$275	\$290	\$178	UT	\$238	\$260	\$134
MD	\$293	\$319	\$163	VA	\$281	\$304	\$163
ME	\$186	\$195	\$128	VT	\$220	\$235	\$108
MI	\$251	\$269	\$128	WA	\$264	\$296	\$156
MN	\$254	\$274	\$153	WI	\$238	\$251	\$162
MO	\$231	\$254	\$132	WV	\$163	\$168	\$123
MS	\$205	\$225	\$123	WY	\$246	\$266	\$124
MT	\$197	\$213	\$115				

# Clio Legal Trends 2021

## HOURLY RATES BY STATE

State	Law Firms	Lawyers	Non-lawyers	State	Law Firms	Lawyers	Non-lawyers
AL	\$194	\$206	\$105	NC	\$231	\$255	\$131
AR	\$235	\$251	\$131	ND	\$246	\$264	\$164
AZ	\$233	\$260	\$142	NE	\$223	\$224	\$218
CA	\$319	\$352	\$172	NH	\$219	\$239	\$141
CO	\$242	\$267	\$138	NJ	\$307	\$324	\$163
CT	\$301	\$335	\$162	NM	\$219	\$243	\$134
DC	\$373	\$411	\$187	NV	\$289	\$320	\$174
DE	\$315	\$353	\$166	NY	\$351	\$372	\$220
FL	\$264	\$296	\$144	OH	\$221	\$234	\$138
GA	\$256	\$275	\$154	OK	\$210	\$225	\$122
IA	\$182	\$189	\$134	OR	\$231	\$257	\$131
ID	\$213	\$227	\$117	PA	\$271	\$287	\$183
IL	\$288	\$309	\$160	RI	\$211	\$221	\$120
IN	\$223	\$239	\$131	SC	\$211	\$246	\$113
KS	\$225	\$237	\$148	SD	\$177	\$183	\$110
KY	\$203	\$214	\$130	TN	\$218	\$235	\$120
LA	\$221	\$244	\$99	TX	\$265	\$301	\$146
MA	\$273	\$285	\$187	UT	\$231	\$251	\$127
MD	\$290	\$312	\$170	VA	\$275	\$295	\$159

# Productive hour calculation

Monthly expenses X 12

\$5k professional, \$5k personal X 12 = \$120,000.00

\$120k / 50 weeks = \$2400.00

\$2400 / 5 days = \$480.00

\$480 / 3 productive hours each day = \$160.00

( / = divide)

# Incorporating profit

**\$160.00 + \$90 profit = \$250.00 hourly rate**

**\$250.00 X 3 productive hours a day = \$750.00**

**\$750.00 X 5 days = \$3750.00**

**\$3750.00 X 50 weeks = \$187,500.00**

**\$187,500 - \$120,000 = \$67,500.00 profit**

# Revenue – Expense = Profit

When the small firm does not intend to profit,  
it is simply surfing cash flow.

Here is how to know when you are profiting:

Total Fixed Cost / (Market Price – Cost) = Matters  
needed to break even

\$5000 Fixed Cost (month) / (\$1000 - \$750) = 20  
matters a month to break even

Revenue – Expense = Profit

Compare to a firm with more margin in the formula

$\$5000 \text{ Fixed Cost (month)} / (\$2500 - \$750) = 3$  matters a month to break  
even

How do you know the market?

[Rule 1.5\(a\)\(3\)](#)

Bar associations cannot tell you

Experienced lawyers & [Clio reports](#) are the  
best sources

[The USAO's Fitzpatrick matrix is here](#)

[Above the Law accounts](#)

# DC US Attorney's Office Fitzpatrick Matrix

<https://www.justice.gov/usao-dc/media/1353286/dl?inline>

**THE FITZPATRICK MATRIX**  
Hourly Rates (\$) for Legal Fees for Complex Federal Litigation in the District of Columbia

Years Exp. / Billing Yr.	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
35+	535	563	591	619	647	675	703	731	736	760	807	864
34	534	562	590	618	646	674	702	729	734	758	805	862
33	532	560	588	616	644	672	700	728	733	757	804	861
32	530	558	586	614	642	670	698	726	730	754	801	858
31	527	555	583	611	639	667	695	723	728	752	799	856
30	524	552	580	608	636	664	692	720	725	749	795	851
29	521	549	577	605	633	661	689	717	721	745	791	847
28	517	545	573	601	629	657	685	713	717	741	787	843
27	512	540	568	596	624	652	680	708	713	736	782	838
26	508	536	564	592	620	648	676	704	708	731	776	831
25	502	530	558	586	614	642	670	698	703	726	771	826
24	497	525	553	581	609	637	665	693	697	720	765	819
23	491	519	547	575	603	630	658	686	691	714	758	812
22	484	512	540	568	596	624	652	680	684	707	751	804
21	477	505	533	561	589	617	645	673	677	699	742	795
20	470	498	526	553	581	609	637	665	670	692	735	787
19	462	490	518	546	574	602	630	658	662	684	726	778
18	453	481	509	537	565	593	621	649	653	675	717	768
17	445	473	500	528	556	584	612	640	645	666	707	757
16	435	463	491	519	547	575	603	631	635	656	697	746
15	426	454	482	510	538	566	593	621	626	647	687	736
14	416	443	471	499	527	555	583	611	615	635	674	722
13	405	433	461	489	517	545	573	601	605	625	664	711
12	394	422	450	478	506	534	562	590	594	614	652	698
11	382	410	438	466	494	522	550	578	582	601	638	683
10	371	399	427	455	483	510	538	566	570	589	625	669
9	358	386	414	442	470	498	526	554	558	576	612	655
8	345	373	401	429	457	485	513	541	545	563	598	640
7	332	360	388	416	444	472	500	528	532	550	584	625
6	319	347	375	403	431	458	486	514	518	535	568	608
5	305	332	360	388	416	444	472	500	504	521	553	592
4	290	318	346	374	402	430	458	486	489	505	536	574
3	275	303	331	359	387	415	443	471	474	490	520	557
2	260	287	315	343	371	399	427	455	458	473	502	538
1	244	272	300	328	356	384	412	439	442	457	485	519
0	227	255	283	311	339	367	395	423	426	440	467	500
P*	130	140	150	160	169	179	189	199	200	207	220	236

\* = Paralegals/Law Clerks

# The best business model for getting paid



The Zips model works for the small firm

No inventory

Nothing perishable

Get paid up front

# Charging for the initial consultation



SERVICE   DATE & TIME   CONTACT INFO   CONFIRMATION

**Family Law (Custody/Child Support/Divorce) Consultation - 1 hour (By Phone) — \$300.00**

SELECT

Need advice on custody, child support or divorce issues? This session is designed to help you navigate your family law matter.

**Family Law (Custody/Child Support/Divorce) Consultation - 1 hour (By Zoom) — \$300.00**

SELECT

Need advice on custody, child support or divorce issues? This session is designed to help you navigate your family law matter.

Gamer Law PLLC

info@gamerlawpllc.com | 202-627-6809 | www.gamerlawpllc.com

[Garner Law PLLC](#)

# The fee agreement

A plan for solving your client's problem

A plan for getting paid

Rule 1.5(b) requires a writing covering the scope, fee & expenses

A contingent fee “agreement” is required as is a written statement of the outcome - Rule 1.5(c)

# The best practice

Create a client-friendly contract that complies with Rule 1.5 and [Rule 1.15](#) (when necessary)

Address other important issues like how you will communicate, what is expected of the client & what happens to the file

The e-Manual covers other terms

Request sample forms at [PMAS@dcbar.org](mailto:PMAS@dcbar.org)

# Limited Scope Opportunity

D.C. Superior Court has issued [Admin Order 14-10](#) allowing limited appearances in these divisions:

Civil

Probate

Tax

Family

Domestic Violence

[RPC 1.2 has been amended.](#)

See more in the e-Manual for forms.

# Bar Complaint Form

It asks this question regardless of the nature of the complaint:

*D. Do you have a written retainer agreement with the attorney? If yes, please attach a copy.*

There is no exception in Rule 1.5 for a client who is pro bono, court appointed, friend or family

# Screen shot of a portion of the bar complaint form:

B. Attorney Complained Of:

Name: \_\_\_\_\_  
(First) (Initial) (Last)

Address: \_\_\_\_\_  
(Street) (Apt. #)

\_\_\_\_\_ (City) (State) (Zip)

Telephone No.: \_\_\_\_\_ Attorney's Bar No., if known: \_\_\_\_\_

C. Have you filed a complaint about this matter anywhere else?  Yes  No // If yes, please give details.  
\_\_\_\_\_  
\_\_\_\_\_

D. Do you have a written retainer agreement with the attorney?  Yes  No // If yes, please attach a copy.  
\_\_\_\_\_

E. Where applicable, state the name of the court where the underlying case was filed, and the case name and number.  
\_\_\_\_\_  
\_\_\_\_\_

F. Do you have other documents that are relevant?  Yes  No // If yes, please give details and provide copies.  
\_\_\_\_\_  
\_\_\_\_\_

**SEE REVERSE SIDE FOR REQUIRED DETAILS & SIGNATURE**

G. DETAILS OF COMPLAINT: \_\_\_\_\_  
\_\_\_\_\_

## If you modify a fee agreement during the representation:

Furthermore, District of Columbia courts will scrutinize closely an attorney-client contract which is beneficial to the attorney and executed long after the attorney-client relationship has commenced. *Saul v. Blumenfeld, supra*, 445 A.2d at 614; *Pete v. United Mine Workers of America*, 171 U.S.App.D.C. 1, 17, 517 F.2d 1275, 1291 (1975) (quoting *Spilker v. Hankin*, 88 U.S.App.D.C. 206, 210, 188 F.2d 35, 39 (1951)). Viewing such modifications to be presumptively invalid, the courts place the burden on the attorney to demonstrate the fairness of the contract. *Pete v. United Mine Workers of America, supra*, cited in *Saul v. Blumenfeld, supra*. Chase's fee modifications were proposed at crucial stages of the FCC proceedings, when Chase had significant bargaining power. Having already obligated himself to prosecute GBC's application through the complete FCC proceeding, he attempted to procure an obligation by GBC to pay him an increased fee. Assuming substantial work was involved in addressing the ministers' issue, he was nevertheless bound by the October 6, 1975 agreement to do what was required. *Transatlantic Financing Corporation, supra*, 259 F. Supp. at 728. ***Chase v. Gilbert 499 A.2d 1203***

# Small firm bank accounts

- The firm's business account (operating account)
- DC IOLTA, assuming there are IOLTA eligible funds
- Trust Account for a single client or case, assuming the need exists

# What goes where?

If you have done the work and earned the money, it goes into the business or operating account.

When it is an advance fee, when you are paid before you have done the work, when you have not yet earned the money, it goes into the IOLTA, assuming it is nominal in amount or going to be held for a short time.

# Elements of good trust account management:

A ledger for each account;

Advance fees (flat, fixed or hourly) are entrusted (DC IOLTA);

Keep a client ledger for each client's money held in trust;

Include a summary of a client's trust funds in the invoice;

Use the three-way trust account reconciliation spreadsheet.

# e-Manual, Chapter 5, Trust Accounting

Use the [DC IOLTA Registration Form](#) to open an IOLTA at an IOLTA compliant bank

Most advance fees are IOLTA eligible because they will not earn net interest for the client

Name your IOLTA properly ([Rule 1.15\(b\)](#)) Example:

*Daniel M. Mills Lawyer DC IOLTA, or*

*The Mills Firm DC IOLTA*

## IOLTA Exceptions / Rule 1.15

“... when the lawyer is otherwise compliant with the contrary mandates of a tribunal ...”

If you are licensed, principally practice & are IOLTA compliant in another jurisdiction. Rule 1.15(b)

“... unless the client gives informed consent to a different arrangement.” Rule 1.15(e)

# The problem with “informed consent to a different arrangement”

The Rules don't explain it

[Rule 1.15\(e\)](#) does not yet set out the element of  
waiver of entrustment

After [In Re Mance](#), Disciplinary Counsel waited on the  
right set of facts to clearly establish the elements. It  
happened in [In Re Ponds](#)

[DC courts link for In Re Ponds](#)

Waiver of entrustment is high risk conduct

After *Ponds & Mance*, here is what we now know about informed consent to waiver of entrustment

Orally & in writing the client agrees that:

1. Advance fees normally go into the IOLTA;
2. Un-entrusted fees are treated as the lawyer's property;
3. Lawyer must explain the service & do the work to earn the fee;
4. Unearned fee must be returned to the client;
5. Un-entrusted fees are subject to the lawyer's creditors;
6. If the client does not consent, the advance fee must go into IOLTA

# Credit Card Payments

Be certain the payment goes into the right law firm account

LawPay is a DC Bar member benefit for credit card processing

LEO 348 Accepting Credit Cards for Payment of Legal Fees

The charge back risk & credit card provisions for fee agreements: request at [PMAS@dcbar.org](mailto:PMAS@dcbar.org)

# Bank account record keeping

Maintain complete records for tax purposes;

Maintain complete records for trust account purposes  
(Rule 1.15(a);

“Complete records” tell the full story of how the lawyer handled the money and whether the lawyer followed the Rules – *In Re Clower*, 831 A. 2d 1030, DCCA 2003

Include supporting data

PMAS has ledgers if you want to do it by hand.

# The law firm bank statement

Should only be opened or accessible by you;

Should be examined regularly;

Never delegate this task regardless of how big, busy & successful you become;

Only delegate financial duties after your thorough review of the bank statement;

Reconcile the bank statement with your trust account ledger & client ledgers.

# Law Firm Bookkeeper Charged With Embezzling \$835K

By Aaron Keller

Law360 (March 24, 2025, 10:40 PM EDT) -- The bookkeeper and office manager of a Hartford, Connecticut, law firm embezzled more than half a million dollars from the firm over 12 years and took more than a quarter-million in separate rental income earned by the law firm's owner, federal prosecutors announced on Monday.

According to an indictment, Heather Murdock, 57, of Ellington, Connecticut, faces five counts of bank fraud, two counts of wire fraud, five counts of tax evasion and a forfeiture allegation for writing checks to herself using the law firm's QuickBooks system.

Prosecutors accused Murdock of forging the owner's signature on checks drawn from the firm's Webster Bank account and depositing the proceeds into her own M&T Bank account.

She then changed the law firm's QuickBooks entries to make it appear as if checks were issued to legitimate vendors, the indictment alleges.

The firm is not named in the filing.

"Over the course of the scheme, Murdock generated approximately 525 fraudulently created checks and deposited them into her account," it reads.

"For all but approximately seven of those fraudulently created checks, Murdock also altered the QuickBooks entries," it continues.

Murdock, who pled not guilty before U.S. Magistrate Judge Thomas O. Farrish of the District of Connecticut on Thursday, is accused of netting \$583,953 from the firm's accounts from 2010 to 2022.

In addition to drawing money from the firm's accounts, the indictment says Murdock was also tasked with taking rent payments from tenants in an apartment building the law firm's owner also owned or co-owned.

Tenants sometimes paid in cash, the indictment says.

Murdock is accused of pocketing some of the cash. She avoided detection by writing checks from the law firm's QuickBooks account, putting them in the owner's personal M&T account, and altering the accounting software to cover her tracks, the indictment alleges.

"Accordingly, when [the law firm's] owner reviewed deposits of rental payments into his and his wife's personal bank accounts, he would observe that the expected deposits were made," the indictment states.

The scheme involving the rental cash is said to have lasted from 2018 to 2022 and netted \$251,314.

About 127 forged checks were involved in this part of the scheme, and QuickBooks entries detailing all but 23 of those checks were doctored, the indictment claims.

## **Legal Issues**

# **Staffer from major law firm sentenced to prison for spending \$425,000 on designer clothes, candles and other luxuries**

He could not explain the impulse behind the fraud during a sentencing hearing Monday.

By Rachel Weiner



# NC Paralegal Charged With Stealing \$1.5M From Firm's Clients



By [Chart Riggall](#) ·  [Listen to article](#)





Law360 (July 20, 2023, 12:27 PM EDT) -- Federal prosecutors have charged a North Carolina paralegal with embezzling more than \$1.5 million from client trust accounts controlled by the law firm where she worked, the [U.S. Department of Justice](#) announced Wednesday.

Jennifer Elaine Roarke, 54, was indicted on a single count of wire fraud after prosecutors say she made "hundreds" of wire transfers from firm clients' accounts to her own between 2015 and 2021.

Roarke — also known as Jennifer Claveria and a resident of Hickory, North Carolina — has surrendered to authorities and was expected to have her first appearance hearing Thursday, court records show.

According to the indictment, Roarke spent nearly 15 years with the firm — which was not named in court records — from 2007 to 2021. One of the firm's practice areas was custody of trust accounts for its clients, and Roarke, as a paralegal, was tasked with cashing checks and processing invoices for those accounts.

## Useful Tools & Links

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- [Legal Ethics](#)
- [North Carolina](#)
- [White Collar](#)

## Case Information

### Case Title

[USA v. Roarke](#)

### Case Number

[5:23-cr-00026](#)

### Court

[North Carolina Western](#)

### Nature of Suit

[Click here for entire story](#)

## Once-prominent disbarred lawyer sues bank for allegedly failing to stop his employee's embezzlement

BY DEBRA CASSENS WEISS

APRIL 13, 2022, 2:18 PM CDT

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*Image from Shutterstock.*

[April 11 lawsuit.](#)

The suit says some of the money was taken from Grimm's IOLTA account, which holds money in a trust for clients. Money was also taken from two other accounts at PNC Bank.

A once-prominent lawyer in Washington, D.C., has sued PNC Bank for allegedly ignoring "red flags and serious irregularities" that allowed an employee to embezzle money from him.

The former lawyer, Bernard Grimm, agreed to disbarment last year following an ethics investigation spurred by a bounced check. He claims that his employee embezzled \$725,000 from accounts at PNC Bank, and that part of the money was stolen after he put the financial institution on notice of a fraudulent scheme in his accounts.

[Reuters](#) and [Law.com](#) have coverage of Grimm's

## GRIMM v. PNC BANK, N. A.

District Of Columbia District Court

Case Filed:

Apr 11, 2022

Judge: Ana C Reyes

Case #: 1:22-cv-01006

Nature of Suit: 370 Torts - Personal Property - Other Fraud

Cause: 28:1332 Diversity-Fraud

Docket

Parties (2)

Docket last updated: 11 hours ago

## Tuesday, September 03, 2024

27 misc Status Report Tue 09/03 10:06 AM

Joint STATUS REPORT by PNC BANK, N. A.. (Sadler, John)

## Monday, May 13, 2024

26 misc Status Report Mon 05/13 8:53 AM

Joint STATUS REPORT by PNC BANK, N. A.. (Sadler, John)

## Tuesday, April 30, 2024

25 motion Mediation Tue 04/30 11:44 AM

Joint MOTION for Mediation by BERNARD GRIMM.(Coburn, Barry)

Att: 1 Text of Proposed Order

order Order on Motion for Mediation Tue 04/30 12:36 PM

MINUTE ORDER. Upon consideration of the parties'25 Motion for Mediation, it is ORDERED that the Motion is GRANTED. Accordingly, this matter is REFERRED to the mediation program administered by the Circuit Executive's Office. The parties are ORDERED to participate in a mediation session through the program within 120 days from the date of this Minute Order. The parties are further ORDERED to file a joint status report updating the Court on the result of the mediation within 14 days of the mediation. It is further ORDERED that this case remains STAYED pending the result of the mediation. Signed by Judge Ana C. Reyes on 4/30/2024. (lcsj)

## Thursday, February 15, 2024

utility Set/Reset Deadlines/Hearings Thu 02/15 11:55 AM

Set/Reset Deadlines/Hearings: Joint Status Report due by 5/13/2024. (zcdw)

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

BERNARD GRIMM d/b/a LAW OFFICE OF  
BERNARD S. GRIMM,

Plaintiff,

Case No. 1:22-cv-01006-ACR

v.

PNC BANK, N.A.,

Defendant.

---

**JOINT STATUS REPORT**

On August 16, 2023, the Court stayed this action pending ongoing settlement efforts. *See* 2024-08-16 Minute Order. On April 30, 2024, the Court referred the parties to the Court's mediation program and ordered the parties "to file a joint status report updating the Court on the result of the mediation within 14 days of the mediation." 2024-04-30 Text Order. On August 26, 2024, the parties participated in mediation and reached an agreement-in-principle. Through their respective counsel, the parties are now formalizing their agreement-in-principle through a written Settlement and Release Agreement.

Respectfully Submitted,

Dated: September 3, 2024

/s/ Barry Coburn

Barry Coburn, Esq.  
Coburn & Greenbaum PLLC  
1710 Rhode Island Avenue, NW, 2d Floor  
Telephone: (202) 643-9472  
Email: [barry@coburngreenbaum.com](mailto:barry@coburngreenbaum.com)

*Counsel for Plaintiff, Bernard S. Grimm  
d/b/a Law Office of Bernard S. Grimm*

/s/ John D. Sadler

John D. Sadler, Esq. FBN: 16421  
Ballard Spahr LLP  
1909 K Street, NW, 12th Floor  
Washington, DC 20006-1157  
Telephone: (202) 661-7659  
Email: [SadlerJ@ballardspahr.com](mailto:SadlerJ@ballardspahr.com)

*Counsel for Defendant, PNC Bank, N.A.*

# Trust account scams

It typically begins with a remote “client”;

It will involve a check to deposit into your trust account and fees for you;

The scammer will want funds wired to another account (usually off-shore)'

Never wire funds until the check has cleared'

To be safe, send the check for “collection” (UCC 4-501).

BANKING LAW

## Wells Fargo didn't have contractual duty to catch scam check that cost law firm nearly \$200K, judge rules

BY DEBRA CASSENS WEISS

JULY 21, 2022, 3:27 PM CDT

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A scammed law firm that wired nearly \$200,000 to a Nigerian bank can't recover the money from Wells Fargo, a federal judge in Pennsylvania has ruled.

The decision is a loss for Pennsylvania law firm Perlberger Law Associates and lawyer Hanna Perlberger, who didn't know that the check that she received was forged before depositing it and wiring the funds to a purported client. Wells Fargo

## IOLTA eligible funds . . .

- **Must be held in an approved IOLTA bank;**
- **Are funds that are nominal in amount, or,**
  - **Held for a short period of time;**
- **Such that effort to administer "consumes" interest income.**
- **Example of an account name: *Daniel M. Mills DC IOLTA Account;***
- **Interest goes to the DC Bar Foundation for pro bono legal services.**

## DC Bar Foundation IOLTA numbers for July 2024 -

**Net Interest:** \$1,068,300.00 (rates vary and are less than 4%)

**Average Daily Balance:** \$475,138,000

**Number of approved depositories:** 45 (37 have open IOLTAs)

**The top 10 banks (by income) accounted for 96.3% of earnings for July.**

Bank Name	Num Accts.	July's Net Income
Bank of America	391	364,977.87
Citibank	473	204,056.73
Wells Fargo	463	181,742.12
Eagle Bank	95	65,760.10
M & T Bank	102	49,132.05
PNC	271	37,270.60
JP Morgan Chase Bank	171	36,599.99
Capital One Bank	167	33,000.05
City National Bank/RBC	25	32,266.34
Sandy Spring Bank	38	23,544.24



## IOLTA Program Data July 2022

Net Interest (gross after service fees): \$115,463.56

Average Daily Balance: \$527,081,029

Number of approved depositories: 47 (25 remitting)

The top 10 Banks account for 88% of Revenue

Bank	Number of Accounts	Monthly New Revenue
Bank of America	395	24,874.58
Eagle Bank	96	13,596.77
Wells Fargo	478	25,282.81
Citibank	499	12,329.46
Truist Bank	367	10,172.92
United Bank	107	5,252.74
PNC	277	3,235.26
Capital One Bank	188	3,229.9

# Trust Account Records

- **What are you required to keep? *Complete records* - Rule 1.15(a);**
- **How long? . . . *for a period of five years after termination of the representation.* Rule 1.15(a);**
  - **But is it ever safe to destroy trust account records when there is no statute of limitation on a disciplinary complaint?**

# Complete records?

- **What are complete records of a trust account transaction?**
- **If Bar Counsel cannot figure it out from your records, then your records are not complete.**
- ***In re Donald A. Clower*, 831 A.2d 1030, DCCA 2003.**

- **“Complete records” tell the full story of how the lawyer handled the money and whether the lawyer followed the Rules;**
- **If the records show what happened and that you complied with the Rules, then they are complete;**
  - **“The reason for requiring complete records is so that any audit of the attorney’s handling of clients funds by Bar Counsel can be completed even if the attorney or the client, or both, are not available.” *In re Clower* at 1034.**

*What is ODC's expectation for complete records in a contingency fee matter?*

**ODC wants to see the underlying documentation for every entry on the recovered fund (settlement) distribution sheet.**

# Read your bank account terms of service

11/6/23, 8:30 AM

Why Banks Are Suddenly Closing Down Customer Accounts - The New York Times

**The New York Times** | <https://www.nytimes.com/2023/11/05/business/banks-accounts-close-suddenly.html>

## *Why Banks Are Suddenly Closing Down Customer Accounts*

Surprised individuals and small-business owners can't pay rent or make payroll, and no one ever explains what they did wrong.

**By Ron Lieber and Tara Siegel Bernard**

Ron Lieber and Tara Siegel Bernard have been writing about money together for over 15 years.

Nov. 5, 2023

The reasons vary, but the scene that plays out is almost always the same.

Bank customers get a letter in the mail saying their institution is closing all of their checking and savings accounts. Their debit and credit cards are shuttered, too. The explanation, if there is one, usually lacks any useful detail.

Or maybe the customers don't see the letter, or never get one at all. Instead, they discover that their accounts no longer work while they're at the grocery store, rental car counter or A.T.M. When they call their bank, frantic, representatives show concern at first. "Oh, no, so sorry," they say. "We'll do whatever we can to fix this."

But then comes the telltale pause and shift in tone. "Per your account agreement, we can close your account for any reason at any time," the script often goes.

These situations are what banks refer to as "exiting" or "de-risking." This isn't your standard boot for people who have bounced too many checks. Instead, a vast security apparatus has kicked into gear, starting with regulators in Washington and trickling down to bank security managers and branch staff eyeballing customers. The goal is to crack down on fraud, terrorism, money laundering, human trafficking and other crimes.

In the process, banks are evicting what appear to be an increasing number of individuals, families and small-business owners. Often, they don't have the faintest idea why their banks turned against them.

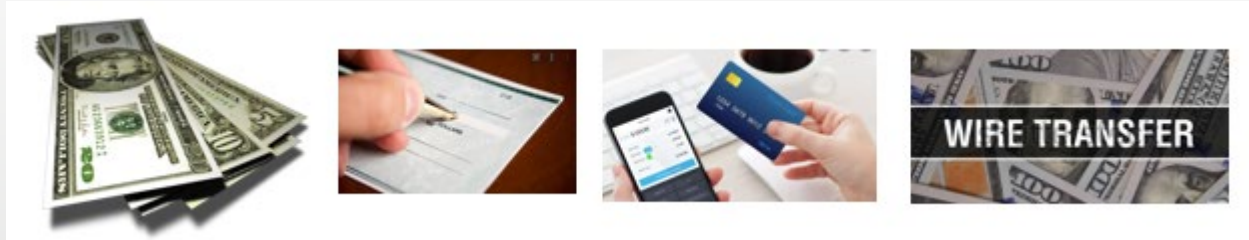
But there are almost always red flags — transactions that appear out of character, for example — that lead to the eviction. The algorithmically generated alerts are reviewed every day by human employees.

Banks generally won't say how often they are closing accounts this way, and they're not tracking how often they get it wrong. But federal data offer clues.

By law, banks must file a "suspicious activity report" when they see transactions or behavior that might violate the law, like unexpectedly large cash transactions or wire transfers with banks in high-risk countries. According to Thomson Reuters, banks filed over 1.8 million SARs in 2022, a 50 percent increase in just two years. This year, the figure is on track to hit nearly two million.

Multiple SARs often — though not always — lead to a customer's eviction. Federal laws have little to say about the trigger for account cancellations.

# Managing Money



IOLTA



Operating

So where does the money go?

If the Fee is an ...



Advance Fee/Expense  
or Settlement



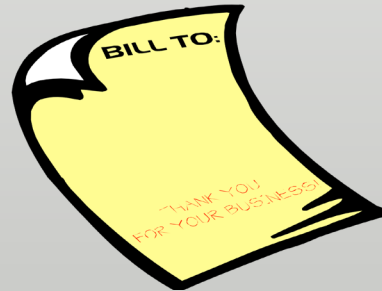
It goes in your...

IOLTA Account

**With the advance  
fee in the IOLTA,  
then you....**



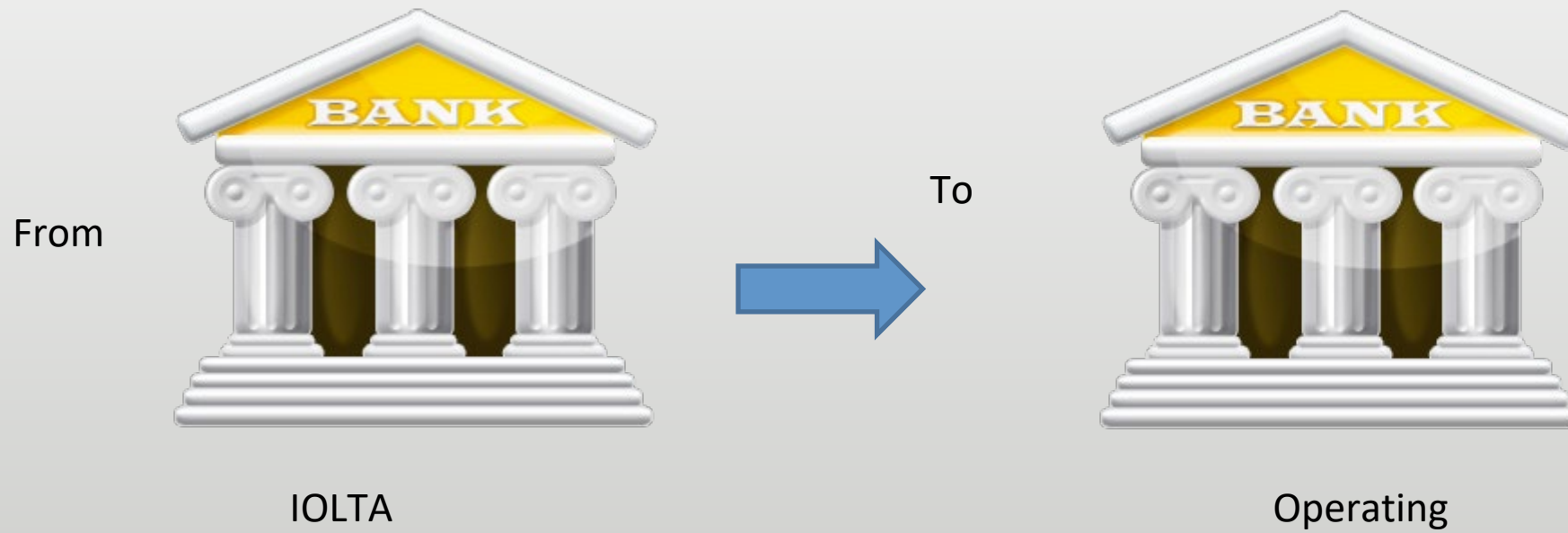
Perform the work



Send invoice

And then...

# Transfer the attorney fee pursuant to your fee agreement ...

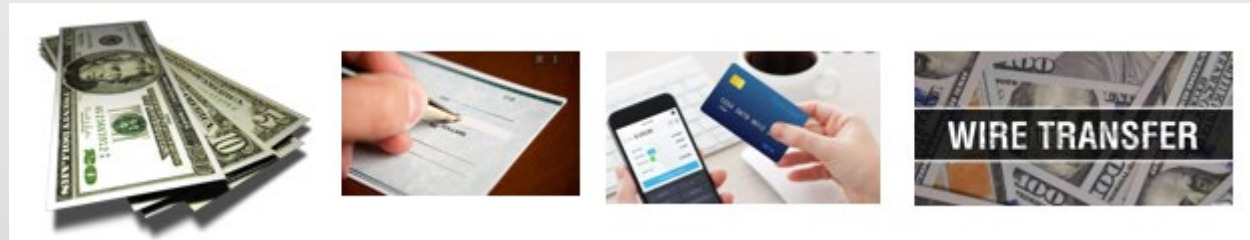


These separate accounts can be at the same bank or different banks

# Recovered funds in a contingency fee matter

- Check is deposited into the firm's IOLTA
  - Wait for the check to clear
- When funds are available, distribute according to the fee agreement and claims of valid third parties

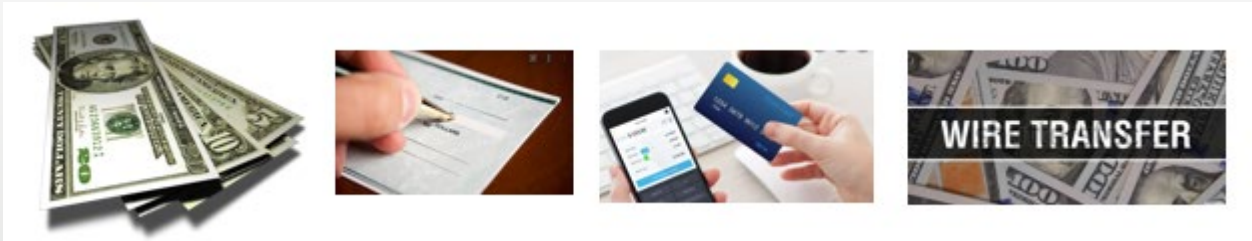
What if you get paid after the work is performed?



Then you deposit straight to...



Operating Account



NEVER



Advance Fee

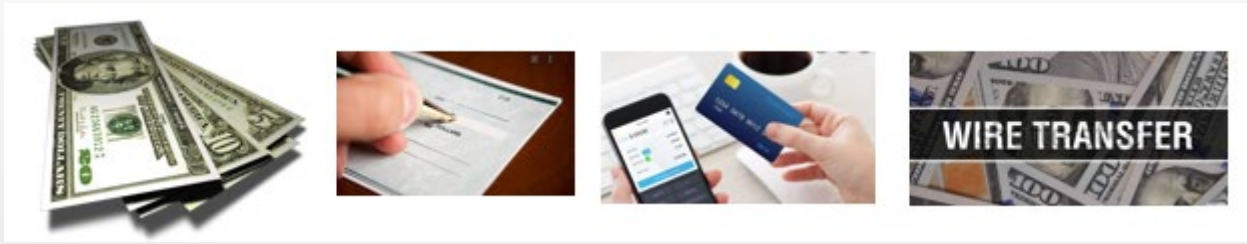


Operating Account

UNLESS.....

You obtain the client's "Informed Consent" to deposit their money into your operating account - Rule 1.15(e).

Best Practice Tip: Don't Do This!



NEVER



Law firm Money



IOLTA Account

Except....

You can only put law firm  
money into an IOLTA Account  
pursuant to D.C. Rule 1.15(f)  
which says...

*Nothing in this rule shall prohibit a  
lawyer from placing a small amount  
of the lawyer's funds into a trust  
account for the sole purpose of  
defraying bank charges that may be  
made against that account.*

# Simplify your legal accounting

Accounting software for law firms

- Easy to use and built exclusively for law firms
- Track all activity at the client level
- Stay compliant with simple trust accounting

TrustBooks

# **In Re Mance**

## **980 A.2d 1196 (D.C. 2009)**

- **A flat fee is now an advance fee when it is paid before work begins**
- **Rule 1.15(e) applies - it must be entrusted**
  - **Advance flat fees go into the IOLTA**
- **The fee agreement determines how and when you earn the fee**
  - **A lawyer cannot earn a fee for doing nothing. *In re Sather*, 3 P.3d at 414**

# When does a flat fee go into the operating account?

- When the work is done and the fee is earned.
- If a flat fee is paid after the work is performed, it goes into the operating account.

# Availability - What's that?

- Flat fee is generally not an *engagement retainer* (classic definition)
- Engagement retainer refers to availability, if required
- Flat fee for a task-based matter may cover all the work to be done
  - Availability gigs are rare and unique

Rule 1.15(e) informed consent as impacted by In Re Ponds - what is needed?

- Flat fees normally are entrusted
- Un-entrusted fee will be treated as the lawyer's property
- Lawyer must work for the fee to keep it
- Lawyer must explain the benefit or service
- Lawyer must refund any fee not earned
- Fee is subject to the lawyer's creditors

*If the client says no to informed consent for waiver, the advance fee must go into IOLTA*

**IN RE KENNETH A. MARTIN  
NO. 11-BG-775 DCCA February 13, 2014**

- **If a client, *with reasonable promptness*, disputes a lawyer's fee after it has been withdrawn from the trust account, the lawyer must return the disputed sum to the trust account;**
- **Unearned fees that must be returned to the client under Rule 1.16(d) include an arbitration award in favor of the client.**

For a good discussion of advance fees read [ABA Formal Opinion 505](#)

This opinion is consistent with [\*In Re Mance\*](#).

# Ethics Opinion 389 (Revised)

## Flat Fees, Subscription Fees and Disbarment

Rule 1.15 contains the default rule requiring a lawyer to hold funds of clients or third parties in trust, separate from the lawyer's funds. Rule 1.15's application to prepaid flat fees (typically received by lawyers in connection with criminal cases, immigration matters, and subscription services) has been the subject of much confusion among the bar's membership.

The current text of Rule 1.15(e) of the District of Columbia Rules of Professional Conduct requires the following treatment of a client's advances (prepayments) of fees or costs:

Advances of unearned fees and unincurred costs shall be treated as property of the client [in a qualifying lawyer trust account] until earned or incurred unless the client gives informed consent to a different arrangement. Regardless of whether such consent is provided, [a lawyer shall refund] to the client [ ] any unearned portion of advanced legal fees and unincurred costs at the termination of the lawyer's services in accordance with Rule 1.16(d).

[Click here to read the rest of this new Legal Ethics Opinion from the DC Bar](#)



# A Cautionary Tale About Earning Mechanisms

By Dan Mills

What is an earning mechanism and why should you care?

An earning mechanism refers to a set of specific provisions in a fee agreement describing the conditions under which a lawyer is entitled to earn a fee that has been paid in advance for their services. Essentially, the earning mechanism details the how and when of the fee's transition from advance fee to earned income. The most common earning mechanism is a lawyer's hourly rate, but earning mechanisms for flat or fixed fees must also be established before beginning work for the client.

For example, let's assume you have onboarded a new client and now possess a \$10,000 advance fee. Hopefully that sum has been deposited into your IOLTA and you are preparing the fee agreement. For a D.C. Bar member in this situation, regardless of the legal matter, how you negotiate and describe the way in which you will work for the client and earn this sum is crucial. You must do so in conformity with *In re Mance*,<sup>1</sup> but you should also conform to the expectations of the Office of Disciplinary Counsel (ODC), as set forth in a pending disciplinary matter, *In re Michael Alexel*.<sup>2</sup> Otherwise, you might find yourself facing disbarment by the D.C. Court of Appeals, as Alexel did. More about that case in a moment. For now, let's focus on the earning mechanism.

You and your client need to agree upon and document the process through which the \$10,000 held in your firm's IOLTA transitions to your ownership once you have performed the legal services — detailing at what point you are entitled to transfer these earned funds into your firm's operating or business checking account.

*Mance* says you can do this by tying the earning process to stages of the case, passage of time,

or any other method that is reasonable in terms of the work performed and amount earned. You can always wait until the entire representation has been accomplished to transfer the funds, but this is not practical for many representations that last for months. Law firms have cash flow needs and often cannot wait until the end of the matter to earn the fee.

The nature of the lawyer's problem-solving is the real driver of the terms. For example, if the lawyer is preparing a certain form for the client who is seeking a particular immigration status, then a reasonable portion of the advance fee can be earned after the lawyer does research, gathers information, examines data, and completes the form for the client's review. Assuming the form is then filed, other stages of earning the fee can be tied to progression of the case, such as responding to the government, meeting with the government and client, and appearing for a hearing.

For the estate planning lawyer, the first earning stage is often obtaining information and then creating the instruments for the client's review. The next stage could be editing and executing the instruments, at which time the entire fee has been earned.

For the criminal defense lawyer, tying the earning mechanism to stages of the case as it progresses though court is often practical, with the final sum being earned upon conclusion of the case, whether by plea agreement or trial. If the matter ends before completion and not all the fee has been earned, *Mance* requires the lawyer to make a refund of any unearned fee to the client.

If the fee agreement does not say when and how an advance fee is going to be earned, and if the lawyer transfers portions of the advance fee into the firm's operating or business account based on the lawyer's belief about what has been earned, the lawyer runs the risk of a disciplinary prosecution. This can happen even

if the client is satisfied with the lawyer's work and does not object to the transfer of funds.

ODC argues that Alexel's fee agreement was not *Mance*-compliant because it did not specify when and how the advance fee would be earned. However, the Hearing Committee<sup>3</sup> and the Board on Professional Responsibility<sup>4</sup> determined that Alexel had performed all the work and had earned the advance fee. Neither the Hearing Committee nor the Board on Professional Responsibility found a violation of any D.C. Rule of Professional Conduct. The Board decision recommended a dismissal of the disciplinary charges.

ODC appealed, arguing before the D.C. Court of Appeals in May that Alexel is guilty of misappropriation and urging the court to disbar him. Regardless of the outcome of this particular matter, D.C. lawyers would be wise to embrace ODC's most recent interpretation of *Mance* and include precise earning mechanisms in their fee agreements. 📌

D.C. Bar practice management advisors Dan Mills and Kaitlin McGee can be reached at [dmills@dcbar.org](mailto:dmills@dcbar.org) and [kmcgee@dcbar.org](mailto:kmcgee@dcbar.org), respectively.

## NOTES

- 1 980 A.2d 1196 (D.C. 2009).
- 2 D.C.C.A No. 23-BG-591. Oral argument can be viewed at [youtube.com/watch?v=JusAT4611c0](https://www.youtube.com/watch?v=JusAT4611c0).
- 3 Report and Recommendation of Ad Hoc Hearing Committee BDN 20-BD-018 / DDN 2016-D375 / March 7, 2023.
- 4 Order of the Board on Professional Responsibility 20-BDN-018 / DDN 2016-D375 / June 30, 2023.

For an in-depth lesson on creating an appropriate fee agreement and transferring funds, attend the D.C. Bar's next Managing Money course on September 26. Visit [dcbar.org/pmas](https://dcbar.org/pmas) to register.

[Here's the link to the column in the Washington Lawyer](#)

[Here's a link to the oral argument on May 14, 2024 Before the DCCA in In Re Alexie \(starts at 1:17:32\).](#)

# In Re Alexei decided 8/1/24

We hold that—absent an agreement specifying to the contrary—an attorney earns a flat-fee payment only upon completion of all the enlisted services. Because, however, we announce this interpretation of Rule 1.15 for the first time, we embrace the Board’s recommendation to apply the holding prospectively. We therefore conclude that Mr. Alexei did not violate Rule 1.15(a), even though the same conduct might violate the rule if it occurs after the issuance of this opinion.



# What *In re Alexei* Means for Earning Advance Fees

By Dan Mills

It is now the law of the District of Columbia that, “absent an agreement specifying to the contrary[,] an attorney earns a flat-fee payment only upon completion of all the enlisted services.”

*In re Michael Alexei* was decided August 1, 2024, less than three months after oral argument before the D.C. Court of Appeals. The court announced its interpretation of Rule 1.15 (safe-keeping of property) for the first time, clarifying an issue previously addressed in *In re Mance* (980 A.2d 1196 (D.C. 2009)).

As I discussed in the July/August 2024 Issue of *Washington Lawyer*, under *Mance* attorneys can transfer funds held in the IOLTA to their ownership once the legal services are performed. Lawyers can do this by tying the earning process to stages of the case, passage of time, or another method that is reasonable.

Alexei’s conduct in collecting an advance fee in an immigration representation and earning it while the representation unfolded, without addressing when and how the advance fee was earned in the fee agreement, required the court to determine precisely when an attorney earns an advance fee within the meaning of Rule 1.15(e).

The court has determined that if a fee agreement does not specify when and how an advance fee is earned during the representation, it may be earned “only upon completion of the entirety of the solicited services.” In its ruling, the court concluded that Alexei did not violate Rule 1.15(a), even though the same conduct could be deemed a violation if it occurs after the issuance of this opinion.

Unless a lawyer wants to wait until all the work is complete to earn the advance fee, a fee

agreement must have language — the earning mechanism — that outlines when and how the advance fee will be earned during the representation.

The earning mechanism can be tied to stages of the case or passage of time. Alternatively, attorneys may use an hourly rate not to exceed the flat fee, so long as the chosen method is reasonable and articulated clearly and precisely in the fee agreement.

I have always interpreted *Mance* as requiring a clear and precise earning mechanism and have provided this guidance in all consultations and programs about fee agreements and trust accounting since 2009. It is a safe and client-friendly practice.

Alexei avoided discipline as a result of the court’s decision. He faced disbarment in the proceeding and was charged with violating several rules relating to competence, skill, care, charging an unreasonable fee, making false statements to Disciplinary Counsel, and misappropriating client funds.


The Hearing Committee found that Disciplinary Counsel “failed to prove any of the charged violations by clear and convincing evidence” and recommended the charged violations be dismissed. The Board on Professional Responsibility agreed and dismissed all the charges.

Disciplinary Counsel appealed only the Board’s decision that Disciplinary Counsel had failed to prove by clear and convincing evidence that Alexei engaged in reckless or intentional misappropriation, a violation of Rule 1.15(a).

Given the novelty of the court’s holding and the circumstances of the case, the court applied this new law prospectively “so as not to reach whether Mr. Alexei’s conduct or any other similar fee agreements predating the issuance of this opinion violated Rule 1.15.” Said the court:

Although we hold that, as a default rule, advanced fees are earned upon the comple-

tion of all the legal services associated with the fees, we also concluded that *In re Mance* did not resolve this question. Accordingly, we “announce this interpretation of the rule for the first time.” *In re Mance*, 980 A.2d at 1199. In bar disciplinary cases like this, we have seen fit to apply such holdings “prospectively.” *Id.* To be sure, our holding here is not the same sea change that *In re Mance* was. But, as both Mr. Alexei and the Board point out, D.C. Bar Ethics Opinion 355, which at least for a time was published on the D.C. Bar’s website, interpreted *In re Mance* to permit attorneys to earn advanced fees before the completion of the legal services. See D.C. Bar Comm. on Legal Ethics, Opinion No. 355, at 342 (2010) (“*Mance* does not address whether a lawyer may transfer some portion of a flat fee from a trust account to an operating account prior to the conclusion of a representation where there is no agreement between the lawyer and the client . . . . A lawyer who has charged a client, for example, two thousand dollars for the preparation of an estate plan has under most circumstances earned some portion of the fee when the lawyer sends the client a set of draft documents.”). Although this opinion was later removed from the D.C. Bar website, it reflects the ambiguity following *In re Mance* on this question and may have guided attorneys who read it at the time but did not notice its withdrawal.

If you have concerns about whether your fee agreement complies with *Alexei* and *Mance*, read the case (No. 23-BG-0591) and contact the D.C. Bar Practice Management Advisory Service for a free and confidential assessment. 

D.C. Bar practice management advisors Dan Mills and Kaitlin McGee can be reached at [dmills@dcbar.org](mailto:dmills@dcbar.org) and [kmcgee@dcbar.org](mailto:kmcgee@dcbar.org), respectively.

[Here’s a link to the column in the Washington Lawyer](#)

# The Managing Money course

[Here are the dates in 2025](#)

9 a.m. – 12:30 p.m., at DC Bar Headquarters only June 22, 2026.

If you are interested in a private session for your firm or organization, email [PMAS@dcbar.org](mailto:PMAS@dcbar.org) with “Managing Money” in the subject line.

The course tracks the earning mechanism in seven types of fee agreements & manages funds in the IOLTA & operating account as representations unfold.

# A New Era in Flat Fees



## A New Era in Flat Fees

By Nakia L. Matthews

Over the past 16 years the D.C. Court of Appeals has fundamentally changed the way lawyers must handle prepaid flat fees in the District of Columbia.

A flat — or fixed — fee is one in which the lawyer and client agree in advance to the total cost of the lawyer's services for a specific case or legal matter, regardless of the time required to perform those services. It is an alternative to the traditional hourly fee arrangement, where the client agrees to pay at an hourly rate for the time the lawyer spends working on said client's legal matter. Three seminal disciplinary decisions precipitated the publication of a new legal ethics opinion (LEO) that addresses flat fee agreements. LEO 389 (Revised): Flat Fees, Subscription Fees and Disbarment provides clarification and guidance to D.C. Bar members on the ethical issues that arise when accepting prepaid flat fees for legal services.<sup>1</sup>

Here are key takeaways of LEO 389 and the disciplinary cases it discusses:

**1. Advance fees, including flat fees, are client property until earned.** Under Rule 1.15(e), a lawyer must treat funds paid in advance (including flat fees) as client property until the lawyer has "earned" them.

**2. The words "nonrefundable" or "earned upon receipt" should not appear in a fee agreement.** This language is permissible only when the fee is strictly for the lawyer's availability. Such an "availability fee" is extremely rare.<sup>2</sup>

**3. A fee agreement should clearly define when the flat fee or portions of the fee are "earned."** Flat fee agreements should use clear

language that contains milestones or "earning mechanisms" that set forth specific tasks, times, or events when the lawyer will be deemed to have earned portions of their fee.

**4. Subscription fee arrangements are subject to *In re Mance/Ponds/Alexei*.** "Subscription" or periodic payment models (e.g., a client pays a recurring fee for access to certain legal services) may be permissible, but lawyers must carefully define the services included, ensure the fee is reasonable, and guard against overcharging or failing to return unearned fees.

**5. Informed consent to waive entrustment requires both oral and written communication.** Depositing an advance fee, including a flat fee, in a lawyer's operating account is the exception to the general rule, as it presents material risks to the client, and is almost always for the benefit of the lawyer only; therefore, both oral and written informed consent are required.

**6. Termination of services requires a refund of all unearned fees.** However, a lawyer can hold in trust the amount of the fee the lawyer reasonably believes was earned prior to termination. If the representation terminates before completion of legal services, the lawyer must promptly refund the unearned portion of any prepaid advance or flat fee. However, if the lawyer reasonably believes that they have earned a portion of the fee and the client disagrees, the lawyer may hold that portion of the fee in a trust account until the matter is resolved.<sup>3</sup>

**7. Disbarment risk and ethical peril are real.** Improper handling of prepaid flat or subscription fees — especially failure to refund unearned portions or misrepresentation of fee terms — can lead to disciplinary consequences, including disbarment. Disbarment is the presumed sanction for cases of intentional or reckless misappropriation, and a six-

month suspension is the presumed sanction for negligent misappropriation.<sup>4</sup>

### THE TRILOGY

*In re Mance*, 980 A.2d 1196 (D.C. 2009), is the first of the three cases discussed at the beginning of LEO 389. In *Mance* the Court of Appeals held that a flat fee paid in advance is property treated as an "advance [ ] of unearned fees" under Rule 1.15(e) and remains client property until earned. Therefore, as with other advance payments (such as retainers for hourly work), unless the client consents otherwise, prepaid flat fees must be held in trust until earned. However, *Mance* does not resolve precisely when a flat fee can be considered "earned" (i.e., whether partial withdrawals are allowed).

That question is answered in *In re Alexei*, 319 A.3d 404 (D.C. 2024). The court held that, as a default rule, unless a fee agreement sets specific milestones at which a lawyer will be deemed to have earned a portion of the fee, the lawyer will not earn any of the fee under the contract until the completion of all the legal services set forth in the agreement. If a fee, or portion thereof, is not earned, it must remain in the trust account.<sup>5</sup>

*In re Ponds*, 279 A.3d 357 (D.C. 2022), centers on the requirements for informed consent when a lawyer wishes to place an advance fee, including a flat fee, in the operating account instead of the trust account. The court determined that for a client to waive the Rule 1.15(a) requirement of entrustment of flat fees (i.e., treating them as lawyer property before they are earned), the lawyer must provide specific oral and written disclosures to ensure the consent is truly informed and not merely passive.

The Rules define informed consent as an "agreement by a person to a proposed course of conduct after the lawyer has communicated

adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct."<sup>6</sup> However, the court has articulated five factors that must be followed to ensure compliance with the requirement of informed consent. Attorneys must clearly communicate the following:

- Once the fee is received, it will be treated as the property of the attorney;
- The attorney will only be able to keep the fee by providing a benefit or service for which the client has contracted;
- The agreement must specifically state the terms of the benefits to be received by the client;
- The attorney must make the client aware of the requirement that any unearned or unreasonable fees must be returned if the representation is terminated; and
- The attorney is required to keep the fee in an escrow account until it is earned, unless the client agrees otherwise.<sup>7</sup>

Furthermore, the court expressed that informed consent in this context requires explanation to the client of the material risks of keeping the funds in the lawyer's operating account, including the possibility that the funds could be "spent, lost or exposed to the lawyer's creditors." *In re Zamora*, 310 A.3d 1074, 1080 (D.C. 2024).

### PRACTICAL GUIDANCE

In a perfect scenario, a new client would contact an attorney for representation in a matter. Then, the lawyer would enter into a fee agreement that sets forth "the basis or rate of the fee, the scope of the lawyer's representation, and the expenses for which the client will be responsible."<sup>8</sup> The agreement would note that it is a flat fee to be paid in advance and held in an IOLTA at a D.C.-approved institution.

That agreement would also explain how and when the flat fee or portions thereof will be earned. For example, a specific portion (or percentage) might be earned after an initial investigation and entry of appearance, another portion earned after an initial court appearance or after the complaint is filed, another portion after discovery is reviewed,

and so forth. Setting two or three milestones may work for certain representations. However, the longer the time between the intervals or events, the higher the risk that the lawyer could be discharged without "earning" the fee even after substantial work had been completed.

Conversely, intervals that front-load earning the fee increase the likelihood that the rule is being violated. Lawyers should send the client a bill to review before each earned portion is disbursed to the attorney. While client notice and review are not requirements under the rules or case law, it is good practice as discussed in LEO 389.

### QUANTUM MERUIT

When an attorney-client relationship terminates midstream, unearned fees should be returned timely.<sup>9</sup> However, lawyers may assert a claim of quantum meruit, even if they do not have milestones or alternative earning mechanisms in their fee agreements. If a lawyer reasonably believes that they have earned a portion of the fee and the client disagrees, then a dispute as to fees has arisen. Pursuant to Rule 1.15(d), the disputed portion should remain in trust (or be put in trust if it was in the operating account) and held until the dispute is resolved via settlement, arbitration, or judgment.

On this subject revised LEO 389 states in part:

*Alexei* is clear the lawyer may have a contractual claim of earned fees based on an explicit and fair pricing method for partially-completed work.

Rule 1.15(d) also permits a lawyer to hold in trust that amount the lawyer reasonably believes can be proven as earned before pursuing a quantum meruit claim.

As mentioned in Comment [7] to Rule 1.15 and highlighted by the Legal Ethics Committee in the revised opinion, "a lawyer may not hold funds to coerce a client into accepting the lawyer's contention ... and the lawyer should suggest means for prompt resolution of the dispute."

After *Alexei*, specific milestones/earning mechanisms set forth in a fee agreement are the best way to ensure that a lawyer will be paid for services rendered. However, failure to include such terms in a fee agreement does

not completely prohibit a lawyer from recouping fees for the work the lawyer has done.

### CONCLUSION

Attorneys should note that the ability of a lawyer to be paid for the valuable and necessary services they provide must be balanced with the protection of clients and their ability to secure an attorney of their choice should a relationship terminate before the legal matter has concluded.<sup>10</sup>

D.C. Bar legal ethics counsel are available for confidential inquiries on the Legal Ethics Helpline at 202-737-4700, ext. 1010, or at [ethics@dcbar.org](mailto:ethics@dcbar.org).

### NOTES

- <sup>1</sup> The Legal Ethics Committee has revised Legal Ethics Opinion 389 (Flat Fees, Subscription Fees and Disbarment) as it relates to a lawyer's ability to comply with D.C. Rule 1.15(d) in a flat fee representation per *In re Alexei*. Although not directly addressed in the court's opinion, *Alexei* did not eliminate a lawyer's ability/obligation per Rule 1.15(d) to hold in trust the amount of money the lawyer reasonably thinks they have earned in a flat fee representation that prematurely terminates — even in the absence of an earning mechanism set forth in a fee agreement. LEO 389 originally stated that the lawyer needed to first refund all of the prepaid fees to the client and then seek to recover in quantum meruit.
- <sup>2</sup> Traditionally, the District of Columbia has recognized two types of retainers. A true retainer, which is earned upon receipt, is paid to the lawyer for their availability only. If the lawyer is hired for the matter, the client then pays the lawyer going forward under a new fee agreement, either on an hourly basis or a flat fee. In the District a special retainer is what we commonly refer to as and use interchangeably with "an advance fee," "fee agreement," or "engagement letter." It is important to note that only a "true retainer" for availability can be earned upon receipt or be nonrefundable.
- <sup>3</sup> See Rule 1.15(d).
- <sup>4</sup> See *In re Adams*, 579 A.2d 190 (D.C. 1990) (en banc).
- <sup>5</sup> See *In re Owens*, 341 A.3d 1151 (D.C. 2025). The D.C. Court of Appeals disbarred Owens for intentional misappropriation. Owens agreed to represent a client for a flat fee of \$4,000, which the client paid in advance, but Owens withdrew the full amount of the flat fee from trust without completing the engagement. An attorney may

continued on page 45

# Fear & what to do about it

*The cave you fear to enter holds the treasure you seek.*

Joseph Campbell

[Brene Brown on fear](#)

Expect to be afraid. Learn how to manage fear.



By Dan Mills

# Get Comfortable With Fear

When you have been in the profession for as long as I have — more than 50 years now, counting my time working with lawyers prior to becoming one — you realize that fear is pervasive.

Fear and lawyering are so intertwined. We were taught how to be afraid in law school. We feared the bar exam. And we recall the fear we felt the first time a client asked us a question that we had no clue how to answer. For most of us, fear has been our constant companion, the elephant in the room we choose to avoid. And it takes a toll.

I wish someone had told me early on that it was okay to be afraid — that fear is normal, natural, and necessary.

I was a trial lawyer in the Midwest for 30 years, and I can't say that I managed fear any better when I closed my firm than when I started it. What I got better at over those years was the decision-making it took to reduce fear, like saying "no" to a prospective client when my gut was telling me to run, and narrowing my professional focus so that I only took on those cases that I felt passionate about and that offered a good chance of success.

In the 17 years that I have been helping D.C. Bar members to start, grow, and manage their law firms, I have observed some interesting behaviors in response to fear. Those who have been aware of fear, comfortable with dealing with it, and not paralyzed by it have had the most success and satisfaction as lawyers.

Many attorneys actually turn fear into an ally. Gerry Spence, the famous trial lawyer, did just that. He was one of the first lawyers I heard talk openly about fear. As a young trial lawyer, I fol-

lowed him and was surprised at his public vulnerability about being afraid. It was comforting to know that as successful as Spence was, he dealt with intense fear, especially in the courtroom.

Many lawyers are hardwired to avoid their emotions, especially fear. But fear allows us to step back, ask ourselves what we are afraid of, and evaluate it. What is the fear about, and what do we need to do about it? Understanding fear can result in productive motivation and good decision-making. I have found a useful tool for dealing with fear or any situation I'm in that requires focus and sound judgment. It's a series of questions that I ask and answer, and it goes like this: Why am I here? What's going on around me? What am I going to do about it? How will my actions affect others?

I learned this technique from a Navy SEAL, so I have good confidence in its usefulness. When I once recited it to a lawyer/therapist, she responded that it represents the essence of emotional intelligence, which most lawyers lack. Based on the research of Dr. Larry Richard, a litigator-turned-psychologist who consults with law firms about legal talent (see lawyerbrain.com), lawyers exhibit higher levels of skepticism, autonomy, and urgency than the general public and demonstrate lower resilience and sociability. Citing studies, the American Bar Association has reported that lawyers tend to score poorly on emotional intelligence assessments.

This is not a good recipe for dealing with fear. But it's never too late to learn. As Eleanor Roosevelt reputedly said, do one thing every day that scares you. In other words, step out of your comfort zone where you may tend to avoid fear, and address it as a natural part of your being. Ask yourself: What is my fear trying to tell me? What's going on that is making me fearful? What can I do about the situation creating the fear? How will my response to the fearful situation affect my surroundings?

Sometimes lawyers fear not knowing what to do when representing a client they signed up months ago. When that happens, they tend to neglect the case, and things can go downhill fast. Other times lawyers fear what they don't know and understand, like marketing and running their firm like a business, because they are more familiar with losing themselves in client files.

It can be helpful to talk about fear with someone who has been down that road. That's where the D.C. Bar's Practice Management Advisory Service and Lawyer Assistance Program can be of service. Both are free and confidential for D.C. Bar members. Both are here to help. 🍷

D.C. Bar practice management advisors Dan Mills and Kaitlin McGee can be reached at [dmills@dcbar.org](mailto:dmills@dcbar.org) or [kmcgee@dcbar.org](mailto:kmcgee@dcbar.org), respectively.



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Practice Management Advisory Service

How to handle the new client, the fee agreement, and the bank accounts.

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# Focusing tool

Why am I here?

What's going on around me?

What am I going to do about it?

How will my actions affect others?

**From the DC Bar, it is free &  
confidential**

- **Hope Todd, Saul Singer, Courtney Thomas & Nakia Matthews;**
- **202-737-4700 / ext. 1010**
- **[ethics@dcbar.org](mailto:ethics@dcbar.org)**

# Practice management help

We are free and confidential too

**Dan Mills / 202-780-2762 / [dmills@dcbar.org](mailto:dmills@dcbar.org)**

**Kaitlin McGee / 202-780-2764 / [kmcgee@dcbar.org](mailto:kmcgee@dcbar.org)**

# Your assignment before day-two . . .

[Watch this video:](#)

February 8, 2024 – Create an Amazing LinkedIn Profile

Presented by Annette Choti of [Law Quill](#)

LinkedIn is no longer the platform of job opportunities - it is so much more! Having a strong LinkedIn profile helps establish you as an expert in your field of law. LinkedIn ALSO allows you to connect with potential clients and showcase your services.

Learn the step-by-step way to best optimize your LinkedIn profile in order to leverage this powerful platform to showcase your expertise, grow your network, and gain more clients.

[Program Slides](#) (After opening the slide deck, left click to advance the slides.)

Click [here](#) to watch a video of the program.

# Managing the small firm

A system for the paper & digital data

A system for time & dates

Invoicing & handling money

Work flows & procedures in your office

e-Manual, Chapter 8, Office Management

# *An onboarding system for the new client*

What do you want the client to know about you?

How do you manage the representation?

How will you communicate?

How does the fee agreement work?

Do you accept electronic payments?

[Download the checklist](#)

<https://www.gimbalcanada.com/>

# 22 Core Processes You Need in Your Law Firm

Do you have the processes in place to run your firm effectively? Get the checklist and find out!

**GET THE CHECKLIST NOW!**

You consent to receiving the Process Checklist and other information about business efficiency & practice management.

We respect your privacy. Unsubscribe at any time.



# Tracking your work

Whether you charge for time or results, you need to know what you are doing & where you are spending your time

Useful tools: [time59.com](http://time59.com) [Timeslips](http://Timeslips) [Clio](http://Clio) [Timesolv](http://Timesolv)

[Clio is a DC Bar member benefit](#)

Ask for the 168 hour time management spreadsheet at [PMAS@dcbar.org](mailto:PMAS@dcbar.org)

# Invoicing

It starts in your initial consultation

It should be described in the fee agreement

It should be tied to value

It should involve a highly functional system in your law office

Invoices that show progress get paid

e-Manual, Chapter 6, Billing Practices

# Project management

Keeping track of every prospective client, engaged client, administrative & marketing initiative in your law firm

Start with the Case & Action Manager spreadsheet in the PMAS Resources

[Consider Asana](#)

Migrate to [Clio](#)

# Is it really possible to manage time?

When people & projects compete for your time:

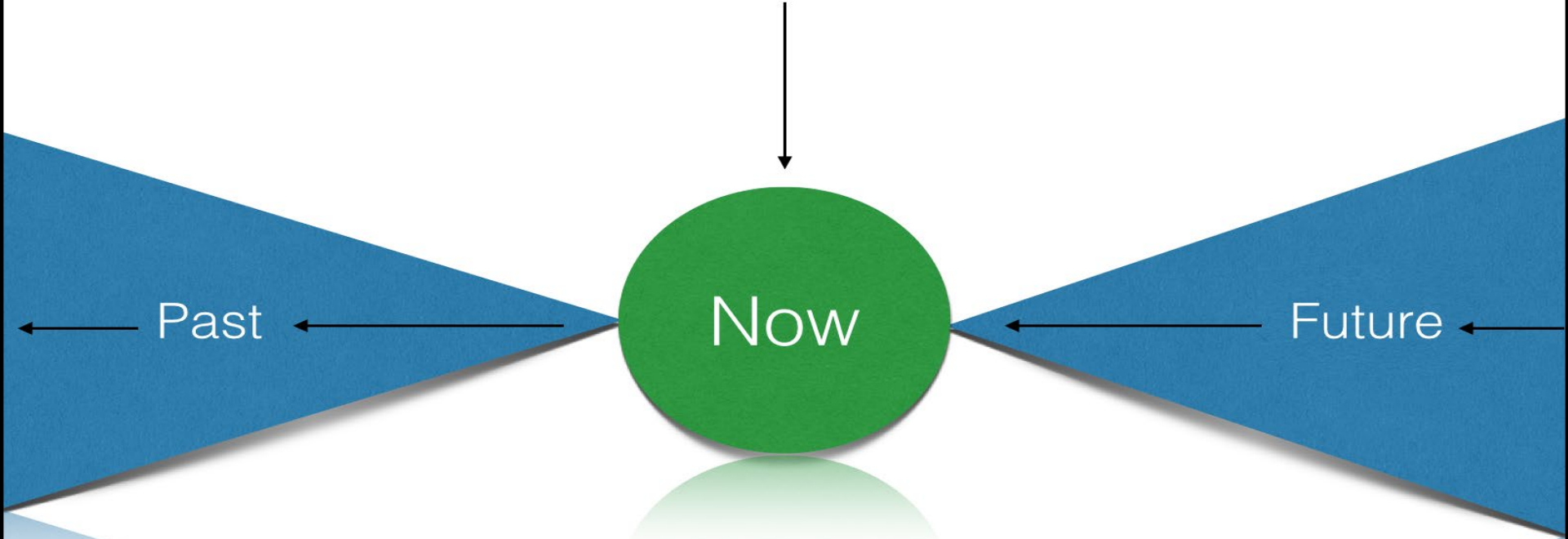
Works in blocks of time with a single goal

Employ self-discipline & focus

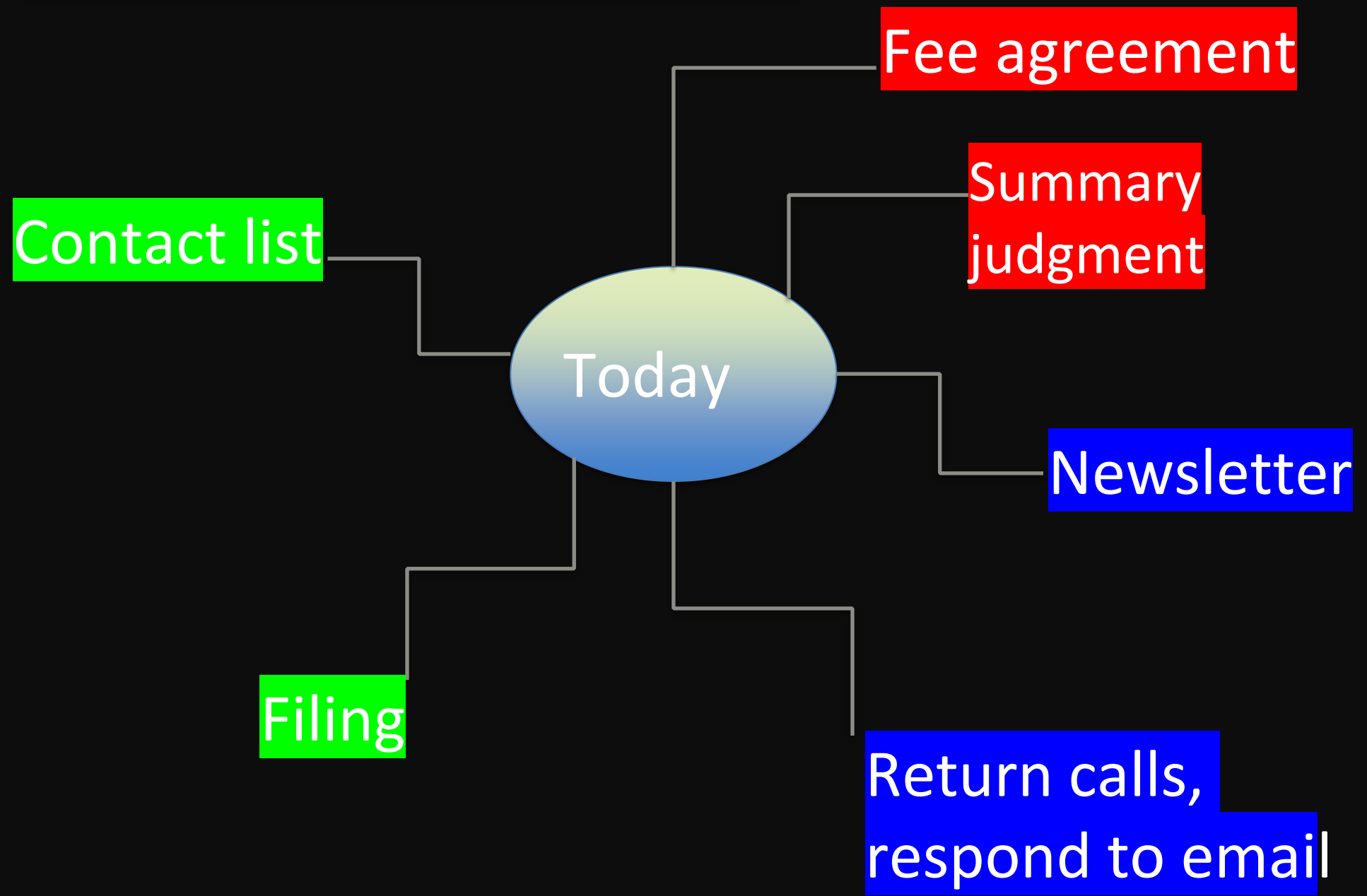
*Avoid chronic reaction syndrome*

*Avoid Distractions of Doom*

The only moment for action or omission



A concept map for the next three hours



# Backup systems for the small firm

Backup your data either to a safe, encrypted external hard drive, and/or

[Backblaze](#) [Carbonite](#) or similar service.

To be really safe, [clone your hard drive](#).

[Glyph are best](#).

[How to Backup Your Computer](#)

Get a backup for yourself; avoid DC App. R. XI, Section 15(a); comply with [R. 1.3, Comment 5](#)

Ask for the *Agreement for Emergency Backup Services*

from [PMAS@DCBar.org](mailto:PMAS@DCBar.org)

# When you need help

The *Of Counsel* arrangement; requires a close & ongoing relationship between the lawyer & firm;

Rule 1.10: the conflicts of the *of counsel* lawyer and of the firm are imputed to each other;

Washington Lawyer, Speaking of Ethics, Of Counsel

# Getting help on a contract basis

[Lawclerk.legal](#)

[Montage Legal Group](#)

[Lawyer Exchange](#)

[CuroLegal](#)

[UpWork](#)

# Where to find virtual staff?

- [upwork.com](https://www.upwork.com) (My personal favorite)
- [freelancer.com](https://www.freelancer.com) (general VAs - all categories)
- [fiverr.com](https://www.fiverr.com) (everything from powerpoint to logos to research and article writing for \$5)
- [atlasvirtualparalegal.com](https://www.atlasvirtualparalegal.com)
- [99designs.com](https://www.99designs.com) (logo and graphics)
- [guru.com](https://www.guru.com) (great pool of admin and paralegal support)
- [virtualparalegalservices.com](https://www.virtualparalegalservices.com)
- [thevirtualparalegal.com](https://www.thevirtualparalegal.com)
- [starrparalegals.com](https://www.starrparalegals.com) (bankruptcy specialty)
- [flex-counsel.com/](https://www.flex-counsel.com/)
- [equityva.com](https://www.equityva.com)
- Off-line options:
  - local colleges
  - former places of employment/courthouse clerks
  - social media

# Managing client data

Whether you are paper oriented, paperless or a combination, the process starts with:

Rule 1.6 Confidentiality of Information

Know where the data is & that it is secure.

Should it be password protected & encrypted?

Who has access to the data?

# Maintaining client data

Should the client be asked before data is stored in the cloud?

[What is your duty to protect electronic communications?](#)

[Cloud ethics opinions](#)

[Some data should not be exposed to the internet](#)

D.C. has a data breach statute applicable to lawyers: DC Code  
Section 28-3851

[Legal Cloud Computing Association](#)

[USI Affinity offers cyber insurance](#)

[LEO 283 Disposition of Closed Client Files](#)

[LEO 333 What makes up the client's file](#)

# Tech competence

[DCRPC 1.1](#) and [LEO 371](#) suggest that a lawyer be and remain tech competent.

A proposed amendment to D.C. Rule 1.1, Comment [5] is before the DCCA and says:

## **Thoroughness and Preparation**

[5] Competent handling of a particular matter includes inquiry into and analysis of the factual and legal elements of the problem, and use of methods, procedures, and technology meeting the standards of competent practitioners. It also includes adequate preparation and continuing attention to the needs of the representation to assure that there is no neglect of such needs. The required attention and preparation are determined in part by what is at stake; major litigation and complex transactions ordinarily require more elaborate treatment than matters of lesser consequences.

# Practicing internet safety

[How to change unsafe passwords in your Google Account](#)

[How a Burner Identity Can Provide Safety](#)

[A Breach at LastPass has Password Lessons for Us All](#)

# Managing the risk

While the DC Rules do not require malpractice insurance, it is best to be covered

An entity will not protect you

Rule 1.8(g) bars a prospective limitation on a lawyer's liability for malpractice

e-Manual, Malpractice & Insurance

[USI Affinity, DC Bar Member Benefit](#)

# The disciplinary system in DC

This is a consumer oriented disciplinary culture

Small firms are 10% of the DC Bar & generate nearly  
50% of the docketed bar complaints

ODC statistics tell us to manage & communicate to  
avoid bar complaints

# Evaluating your enterprise

Record what you learn as a part of your business plan

Get client feedback on their experience with your firm

Get a free, confidential assessment of your firm's  
operation from the

Practice Management Advisory Service

# Here's what to ask

- What should we keep doing?
- What should we stop doing?
- What did we not do that we should do?

# How do small firms increase revenue?

- By adding clients
- By increasing fees
- By selling more services to current clients
- By adding lawyers to increase bandwidth

What's the solution for too many lawyers & not enough clients  
who can afford them?

**Lead generators? Caveat emptor!**

[www.justanswer.com](http://www.justanswer.com)

[www.rocketlawyer.com](http://www.rocketlawyer.com)

[www.nolo.com](http://www.nolo.com)

[www.legalmatch.com](http://www.legalmatch.com)

**Read the Terms of Service & ask for  
references**

# Resources from the DC Bar

[Free and confidential ethics guidance](#)

[Help with business issues from the Practice Management Advisory Service](#)

[Help with stress, addiction & personal issues from the Lawyer Assistance Program](#)

[Fee dispute resolution with the Attorney Client Arbitration Board](#)

# Upcoming events

Basic Training & Beyond, day-two, June 4

9:15 a.m. - 4:30 p.m.

Lunch & Learn Series

Noon on Zoom

DC Bar Lunch & Learn

Our Newsletter

# How to think about marketing



## Envision Your Ideal Clients, Then Reach Them

By Dan Mills

**A** lawyer who needs clients with problems to solve has many decisions to make.

In marketing their services, lawyers often assume that the more a prospective client knows about them, the better. This is a mistake. That's why most lawyer marketing is glorified obituary writing. It's the most ineffective thing a lawyer can do when attempting to attract business.

To connect with a prospective client, do the following instead:

**Take a long walk in nature.** Quiet that active mind. Ask yourself who you would like to work with the most. If you could wave a magic wand and conjure your "favorite client," who would they be and what problem would you solve for them?

Drilling down on that favorite client and their problem, think deeply about the whys: Why are they your ideal client and why do you enjoy solving their problem?

**Visualize this client.** Where do they live? What do they do? How do they relate to the problem you will solve? Where do they go for information about the problem? Who do they talk to first? How do they process the problem? What's the language they use regarding the problem? What do you know about the problem and the solution process that would be useful to this favorite client?

**Visualize the problem.** What images come to mind? How does your client feel when they are going through the problem? What words or expressions are associated with the problem? Is there more information you need about the problem and how it impacts your favorite

client? Is there information you know that would be useful about the problem and its solution? What words and images could you share with your favorite client to show that you understand their problem, the solution, and what they are experiencing?

**Keep walking.** Continue to stay quiet and take your time thinking deeply about your prospective client and their issue. If words and images don't immediately come to mind, ask the questions out loud and give your organic hard drive the time to consider and retrieve the information.

I once knew a lawyer who faced a terrible dilemma. He was a career prosecutor in a big city, number two in his office where he tried the most serious felonies. He was out of work because his boss had been defeated in the election and the new prosecutor cleaned house.

All he knew how to do was prosecute crimes, not represent those charged with them. He was comfortable defending juveniles, but where he was located only a select few could afford counsel. How could he reach these clients?

The lawyer developed a striking print advertisement that reached the families that could afford his fee for juvenile defense. The ad featured an image of a child — head down, hands cuffed — with the line "When the unthinkable happens." Beneath the image was the lawyer's name and phone number.

That's all he had to do. He reached the families he needed by focusing his marketing on the problem he could solve. He didn't drone on about his professional career; instead, he communicated to these families that he understood what they were going through. The result was marketing that was both simple and remarkably effective.

Lawyers often have a hard time with this process because of the way our brains are wired. We tend to be low on empathy and high on skepticism. It can be hard for us to connect with our clients on an emotional level. If that's your circumstance, I have a good book for you to read. Written in 1936, *How to Win Friends & Influence People* by Dale Carnegie explores the quintessential wisdom in connecting with people. It's timeless. It will help with your ability to connect with and ultimately bring good clients into your firm. 📖

Reach D.C. Bar practice management advisors Dan Mills and Kaitlin McGee at [dmills@dcbar.org](mailto:dmills@dcbar.org) and [kmcgee@dcbar.org](mailto:kmcgee@dcbar.org), respectively.



### MANAGING MONEY

presented by the D.C. Bar Practice Management Advisory Service

How to handle the new client, the fee agreement, and the bank accounts.

Upcoming 2026 session:  
June 22 | 9 a.m. – 12:30 p.m.

You may also request a private class for you and your staff.

[www.dcbar.org/pmas](http://www.dcbar.org/pmas)



BRIAN TANNEBAUM

# THE PRACTICE

BRUTAL  
TRUTHS  
ABOUT  
LAWYERS  
AND  
LAWYERING



[The Practice, amazon.com](https://www.amazon.com/dp/0060894110)

# Small Law Misconceptions

- It takes a lot of money
- It's easy and for everyone
- It's for those who can't get a job
- Everyone I know will send me business
- Working two or more practice areas is best
- It's something to do until I find a job
- You can't turn anyone away

(None of the above are true.)



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