

**NALP 2012  
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OF NEW MODELS  
OF LEGAL PRACTICE**

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**Removing the Barriers: A Manifesto for the Law Firm of the 21st Century**

***Ralph H. Palumbo, Member, Summit Law Group PLLC***

In the last two decades, the market for legal services has changed radically. Customer loyalty to a single law firm has all but disappeared. Most corporations have created or enlarged in-house legal staffs with the expectations of receiving better service and reducing legal expenses. Technology has provided more efficient methods for performing all aspects of legal services. Needs for specialized legal knowledge and experience have expanded.

Customers in today's legal market place demand value - both in the price and the quality of the services they receive. The more sophisticated the customer, the more demanding. Most law firms have done very little to respond. Most lawyers provide and charge for their services in essentially the same way they did 25 years ago.

Summit Law Group was formed to revolutionize the way in which legal products are provided to customers. Summit's professionals are committed to work collaboratively with corporate law department leaders and other customers to provide *higher value* legal products; and Summit's business practices and structure are specifically designed to enable success.

We believe it is not enough to merely promise to provide a consistent, high-value legal product. The commitment to improve, without more, is not likely to be sustained. We realize that to achieve significant, long-lasting improvements in value of the legal product provided to our customers, it is necessary to change the way we practice in concrete, fundamental ways.

When Summit Law Group was founded almost 12 years ago, we resolved to change the way we organized our Firm, the way we managed our Firm and the way we compensated our lawyers and staff – all for the purpose of achieving significantly higher value legal products for our customers.

This article describes some of the fundamental changes we made in creating Summit Law Group and how those changes have resulted in everyday performance that significantly improves the value of the legal product we offer to customers.

We started by throwing out every convention of traditional law firm organization and practice. For every aspect of our business we asked ourselves: "How does this help us get a high-value legal product to our customers?"

The result is that we changed our offices and technology so we could lower overhead. We changed our organizational structure to improve the productivity of every lawyer and staff member. We changed our compensation system for lawyers and staff to provide an incentive for every person to put customers first. And we changed the Firm in many

other ways to cause every lawyer and staff member to focus all their energy outward, on our customers.

### **Fundamental Change**

One point is important to understand. The changes we made to improve our legal product resulted in every person at Summit becoming an active participant in the Firm's work and success. Every person – from the oldest lawyer to the youngest staff member – has the same size office, every person receives all Firm financial and other information, every person participates in important Firm decisions, and every person shares in the Firm's financial success. Some people misperceive that Summit's practices were motivated by an egalitarian spirit, or by "quality of life" concerns. Not true. Every change we made at Summit was made for a business purpose – to improve profitability by improving the value we delivered to our customers. Summit's "quality of life" is a by-product.

### **The Summit Legal Product**

Our first challenge was to create a well-defined, uniform and distinct legal product that would attract customers to Summit and create customer loyalty. We wanted a product that would cause customers to stop saying, "We hire lawyers, not law firms," and start saying they hire Summit because our lawyers and staff provide great service for a great price *every time*.

What are characteristics of the legal product that corporate law departments and other purchasers of legal services believe are most valuable to them? What is the most meaningful way to define those characteristics? How can Summit and its customers work together to define a legal product that results in high-value to the customer and is still profitable to Summit?

At Summit, we use the term "legal product" instead of "legal service" because "product" connotes a service that is defined and uniform. We use the term "customer" instead of "client" because a "customer" is a person who buys your product, or doesn't buy it if it is not a good value. For a customer, you hustle.

The Right Product. We work with our customers to define the legal product best suited to the customer's need. No surprises. Sometimes the customer's business is at stake and millions of dollars are involved. The customer needs our best legal product and is willing to pay accordingly. Other times the customer has a simple transaction or needs resolution of a dispute involving a limited amount of money. The customer doesn't want or need our best work. We *always* deliver a result that makes sense to the customer for a value that aligns with the importance of the matter to the customer.

The Right Team. A law firm should only do legal work that it does exceedingly well. At Summit, we never hesitate to refer work to other law firms, or joint venture matters with other firms if we believe our customer will be better served. We always create the most qualified (and the smallest) team for the job. That starts by working with our customers

to make the best use of our talents and the customer's business people and in-house legal staff. We also have had great success working with lawyers in other firms who bring special experience or expertise. And, of course, we work with experts and legal service vendors who will add to the value of the product we provide. Once assembled, our teams work together seamlessly – whether made up exclusively of Summit's professionals, or combinations of our people, the customer's people and lawyers from other firms.

The Right Response. When was the last time a customer called a lawyer with a problem they wanted to solve next month? When a customer calls an outside lawyer, the customer expects immediate response. Summit's legal product is *always* responsive to the customer's needs and attains the desired result in the shortest possible time.

Lower Cost. Expensive law firm offices don't improve the value of a legal product. Our customers are acutely conscious of their own overhead. We have a duty to contribute by keeping our costs low and sharing the savings with our customers. Lower costs translate into the ability to offer lower hourly rates, without sacrificing the law firm's profitability. We also staff matters efficiently by never using a "hierarchy" of lawyers working on any matter. Summit doesn't "leverage" its associates because we don't have any.

No Hidden Charges. At Summit, we know the difference between our own overhead and billable charges. We charge our customers only for costs we incur using third-party vendors, such as out-of-town travel, photocopying by an outside reproduction firm, messenger fees, court filing fees, deposition fees, etc. We don't charge for secretarial overtime, word processing, photocopying, faxing, local or long distance telephone, computer legal research (unless approved in advance by the customer), and the like. By not passing in-house costs to our customers, we have an incentive to complete tasks in the most efficient, least costly manner.

### **The Summit Law Group Model: Fundamental Change**

Many law firms promise legal service that has many of the attributes we promise of the Summit legal product. Words are easy. The difference between Summit and other law firms is that we have made the fundamental changes necessary to cause our legal professionals to deliver on our promises.

We believe a law firm cannot significantly reduce the cost of its legal service unless it reduces overhead. Otherwise reducing fees is likely to result in reduced lawyer compensation, which in turns makes it harder to attract and retain the best lawyers.

Law firm overhead is a function of space cost and staff headcount. Summit fundamentally reduced its space costs by relocating and designing more efficient and less expensive offices. We fundamentally reduced staff by hiring highly qualified legal professionals, paying them accordingly, and by eliminating staff positions not directly involved in customer service.

Delivery of a high value legal product requires world-class performance from all lawyers and staff. Summit makes every lawyer and staff member a part of the customer service team. We reward lawyers and staff based on individual contribution (not seniority) and on overall Firm financial performance.

The traditional hourly rate billing system rewards the wrong thing and creates a disconnect between what is good for the law firm and what is good for the customer. Summit has created pricing mechanisms that reward us for accomplishing the customer's business goals and objectives. Even when we bill on an hourly basis, we guarantee the value of our legal product by giving the customer freedom to adjust our bill for value. No questions asked.

### **Reducing Space Costs and Improving Efficiency**

We cut space costs by moving our offices out of downtown to the fringe of the City. That move alone reduced our lease rate by almost \$10 per square foot. All conventions of law office planning were cast aside. Office size and location is functional, not related to seniority or compensation level. All members of a customer service team office in proximity to one another. There is limited central filing, and no central word processing, telefaxing, or photocopying departments (and since there are no "departments," there are no supervisors).

We have small (10'x12') offices, furnished with highly functional laminate and metal furniture. Every lawyer, paralegal, legal assistant and staff member has the same size office, has the same furniture, and all offices are located on the window wall. We don't have an expensive law library (or a law librarian). Our hallways are lined with legal periodicals and specialized publications that we use most frequently. The rest of our library is accessible on-line on every lawyer's and staff member's desktop.

We improved efficiency by giving every lawyer and staff member the best possible technology, and by continually updating that technology. Everyone has a networked PC and printer in their office. Everyone – lawyers and staff alike – has the authority to buy telephone conferencing equipment, document scanners, cell phones, pagers, PDAs, mobile Internet devices and whatever other new technology they believe will make them more efficient and responsive to our customers. Any Summit lawyer, paralegal or legal assistant who decides that the latest technology release will improve their productivity has simply to place an order. No management approval necessary.

While keeping space costs low, Summit's offices also provide a pleasing and happy work environment. Steve Jobs of Apple has explained that great design is not aesthetics; great design combines beauty and function. Summit's offices were designed by a renowned Seattle architect and winner of the prestigious Cooper Hewitt National Design Award, the highest honor awarded to American architects.

## Improving Lawyer Performance

At Summit, we believe the traditional partner/associate structure of law firms tends to produce an “internal” focus. In our experience, associates tend to be concerned more about impressing a partner than about achieving the customer’s objective. For example, the first draft of a legal research memorandum is often sufficient to the customer’s need, but an associate may do two or three additional drafts perfecting the memorandum to ensure the partner’s approval. Associates are not responsible directly to the customer for the quality and value of work performed, and many associates have little or no direct contact with customers.

All Summit lawyers are members of the Firm. All Summit lawyers have direct contact with our customers and direct responsibility for the quality and value of our legal product. All Summit lawyers participate in every aspect of our business, including a share of the Firm’s profits. Annual performance bonuses to lawyers can be equal or greater than base compensation for our highest performers. Moreover, the Summit compensation system creates the right incentives. Lawyers are compensated, not by years of service, but by their contribution to generating revenue. To ensure that compensation is closely tied to contribution, each lawyer in the Firm receives financial information on their own and every other lawyer’s performance. Each lawyer is asked to submit proposed annual compensation for all lawyers in the Firm. This information is used by the Compensation Group to set annual compensation.

By connecting all our lawyers directly with customers, by giving every lawyer a say and a stake in the Firm, and by creating a compensation system that rewards contributions to customer service, we cause our lawyers to behave in ways that enhance the value of Summit’s legal product. We get the best performance from our lawyers – not by rules or procedures – but by putting the incentives in the right place.

## Improving Staff Performance

At Summit, we cut our staff head count by eliminating middle-level law firm bureaucracy. We have a highly competent, but thin, management team consisting of an experienced businessman to manage finances and related matters, a full-time technology person, a small accounting staff, and a receptionist. We have no supervisors, no personnel manager, and no employees to do tasks such as mail delivery, photocopying or faxing.

Over 95% of our staff is directly involved in providing legal service to customers. We hire only experienced legal professionals and we pay them accordingly. Summit legal assistants support 3-5 lawyers, they work directly with our customers, and they perform many tasks traditionally assigned to paralegals. Our paralegals also work directly with our customers and they perform many tasks performed by lawyers in other law firms.

Our management staff and legal professionals add more value because they have the same stake in Summit as do our lawyers. All lawyers and staff receive *daily* and monthly financial information. All lawyers and staff participate in Firm meetings, including annual events such as the Firm weekend and periodic strategy meetings. All

lawyers and staff participate in major Firm decision-making. We prove we are serious about staff's contribution by our compensation system. All staff participates in the Firm's financial success. Quarterly bonuses are paid based on the Firm's financial performance. If we achieve or exceed budget, all staff receive a bonus for that quarter. Annual bonuses are based on individual contributions and the Firm's financial performance. Staff bonuses are not tokens. In one highly successful year, bonuses for our senior staff were almost equal in amount than each staff's member normal annual salary.

The result is world-class staff performance. Our staff have as much stake in achieving the customer's objectives as do our lawyers. For example, a lawyer working late on a critical project does not need to arrange for overtime staff assistance. Staff members will stay late to get the job done without being asked and without anyone having to approve their overtime (which, by the way, we do not charge to our customers). This may seem a small thing. But when it happens many times each day, it makes a fundamental difference in our ability to provide the Summit legal product we promise to our customers.

Again, the critical thing to understand is that we don't have policies or procedures to instruct staff on their responsibilities. Instead, we have an organizational structure, management and a compensation system that incents the highest level of staff performance. Staff perform because they know they are important, respected members of the Summit team and because they are financially rewarded – especially when the Firm does well.

### **Getting Away From the Hourly Rate**

The hourly billing system does not reward efficient legal service. When lawyers are paid by the number of hours worked, conscious or unconscious self-interest can and does affect a lawyer's judgment as to what legal services are required.

An experienced lawyer is often able to give an answer that has a 90% probability of being correct. If the lawyer spends only few minutes giving the answer, the lawyer is paid little for his answer – despite the fact that years of experience and a high level of expertise and judgment is required to give a good answer. Paid by the hour, the lawyer is under-compensated for the service provided. If the same lawyer assigns two associates to research the problem and write memoranda on the issues, the probability that the client will get the right answer may increase from 90% to 95%. The lawyer will make much more money and, in a few cases, the improved probability may be worth the extra fees charged. But in most cases, the customer would have been better off to accept the 90% answer and pay less for the advice.

A billing system in which the incentives for the lawyer are contrary to the interests of the customer is inherently flawed. Summit has fundamentally changed the pricing of its legal product. In every case, we work closely with our customers to define the legal product that is appropriate to the customer's need. We always try to come up with a

pricing arrangement that provides incentives to us if we can achieve a fast, innovative and lower cost means to accomplish the customer's desired result.

We think Summit has been more successful than most other firms in creating alternative pricing arrangements because every Summit lawyer has authority to propose *any* pricing system that the lawyer believes will match the Firm's incentives to the customer's goals. If an innovative pricing arrangement works well in one matter, we use it again. If a pricing arrangement doesn't work, we change it to one that does and don't repeat our mistake. To be truly innovative, you have to learn to make your mistakes *faster*.

We are not able to come up with an innovative pricing arrangement for every matter. And some customers prefer to be billed on an hourly basis. In these cases (which are still the majority of our matters), we have a value-based pricing system that matches the customer's perception of value to the amount due. Our billing format is:

Proposed Fee:	\$10,000
Value Adjustment	\$ _____
Amount Due	\$ _____

Our customers are sophisticated purchasers of legal services. They are good judges of the value of a legal product. We encourage them to adjust our proposed fee – up or down – to match the value received by the customer. Whatever amount the customer places in the “Amount Due” blank is the amount the customer owes. No questions asked. We are willing to be judged and compensated on the basis of results, not time expended.

This is another example of getting the right performance from our lawyers and staff by having the right incentives. We know that our customers can pay whatever they believe our product is worth. No lawyer or staff member wants to be embarrassed by having a customer significantly reduce our proposed fee. The result is that our lawyers take more care to work with customers at the beginning of the engagement to define the scope and cost of the legal product to be provided. And they take more care to ensure that the cost of our legal product matches the customer's objectives.

Our experience with value-adjusted fees has been terrific. Our customers have voluntarily paid us tens and even hundreds of thousands of dollars more than our proposed fee in matters where the value of our product substantially exceeded the fee proposed. Other customers have asked us to raise our hourly rates in order to better reflect our value. We even benefit when a customer discounts our proposed fee because we get immediate notice that something is wrong and we have time to fix the problem and save the customer relationship.

An unexpected benefit of our value-based pricing is that it has significantly reduced our accounts receivable. We get our bills out by the 10<sup>th</sup> of every month and ask to be paid promptly. Most of our customers respond – we believe in part because it's hard to

object to paying a fee that the customer can adjust to any amount the customer believes fairly reflects value.

Summit is now working toward the goal of providing every customer with a not to exceed budget for every matter. Budgeting is hard work. Law firms often contend that legal problems are so complex and difficult to predict that it is not possible to accurately budget. Yet corporate executives demand that corporate counsel produce a budget for the entire law department, which for many corporations involves tens or hundreds of matters and millions of dollars. The truth is that it is possible for law firms to provide not-to-exceed budgets. Once prepared, those budgets become a highly effective tool – not only for cost control, but also for intelligent and efficient management of the legal matter.

### **Customers' Satisfaction and Loyalty Measures Our Success**

We measure our success by our customer's perceptions, not our own. The vast majority of our business comes, not from law firm "marketing," but rather as a result of referrals from our customers. Corporate law departments increasing talk less about lower hourly rates or lowering outside counsel fees, and more about getting more "value" from their outside law firms. We understand value. Every aspect of Summit is designed and managed to create value for our customers.

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## KEYS TO CUSTOMER FEE ARRANGEMENTS

- *Upfront assessment (within 60 days)*
- *Understand customer's business goals*
- *Align Summit and customer's interests*
- *Clear, written fee arrangement, including assumptions*

Following are some fee arrangements used by Summit and its customers:

### 1. Detailed Excel-Based Budgeting Tool

Summit generates a budget via spreadsheet (using ABA Task Codes) to estimate the cost of litigation; once budget is reviewed and adjusted with our customer, **Summit commits not to bill any exceeded budgeted costs without prior consent from customer.**

### 2. Detailed Excel-Based Budgeting Tool and Decision Tree

Summit generates a detailed decision tree that sets forth what decisions will be made by the judge/arbitrator and jury, and how those decisions relate. Used in conjunction with a budget, the business decision-maker can decide whether it makes sense for the company to invest the budget amount given the probabilities and likely outcomes in the case.

**3. Fixed Fee**

Summit provides services based on an agreed-upon fixed fee. This works best for repetitive matters where the firm and the customer have sufficient experience to price accurately. The risk that Summit or customer will end up on the short end is reduced because this risk should balance out over multiple matters.

**4. Fixed Fee with Bonus for Success**

Same as fixed fee with a success bonus. The bonus should be tied to customer's interest, such as a bonus fee for resolving a matter before a certain date. The bonus can also be used to ensure that the customer and Summit share in any "windfall" though a 50/50 bonus (*i.e.*, the fixed fee for the matter is \$150,000 and the law firm successfully completes the matter for \$100,000 in time value at normal hourly rates; the law firm receives \$125,000 and the customer saves \$25,000).

**5. Commission-Based Fee**

Summit provides services in which it is only compensated if the customer successfully secures a contract. Summit is then compensated similar to a commission or contingency fee, that is a percentage of the value of the contract(s) for which it provided services to the customer.

**6. Fee Paid in Stock**

Summit has accepted stock as part of its fee arrangement with a customer. Most of the time payment in the form of stock is combined with some other form of payment, such as an incentive bonus or reduced hourly rate.

**7. Monthly or Annual Fixed Fee Retainer**

This works best for customers that require "preventative" legal advice on a consistent basis. The retainer amount is established by determining the amount of advice a customer is likely to need on an annual basis, and by pricing Summit's time at a discount. The customer can consult Summit as frequently as needed to obtain advice on how to handle employee (or other) issues to help manage risk. There are also customers who use annual fixed fee retainers for large blocks of outside legal work, such that the retainer amount might cover all of the customer's litigation for the year and be in the millions of dollars for a large corporation. These arrangements are most likely to work best for the customer and Summit when both have a basis in experience to fairly price the retainer.

**8. FMC ACES Product**

Under this approach, Summit and the customer develop a budget for each phase of a matter. Summit bills the customer at its normal hourly rates, but until the budget target for a phase is reached, the customer pays a percentage (normally 75% to 80%) of the billed fees. The unpaid fees are placed in a success "bucket." If Summit exceeds the

approved budget for a phase, the percentage paid Summit reverses. For example, if Summit is paid 80% of fees up to the approved budget amount, after the target budget is exceeded, Summit is paid 20% and the balance of the fees for that phase (80% of the billed fees) are placed in the success bucket. If success is achieved in the matter (which the firm and customer have previously defined), a bonus is paid. The bonus consists of the amount in the success bucket plus a multiplier. The amount of the multiplier depends upon the point in time when success is achieved and normally is: 100% (if success is achieved at an early stage before substantial expenses are incurred); or 50% (at dispositive motions phase or settlement by mediation); or 25% (at trial or on appeal). A second level bonus is paid by adding one percent (1%) to the bucket multiplier for each 1% that the total fees billed in the matter are less than the total case target budget. In other words, if the law firm has expended only 40% of the total matter target, there would be an additional 60 percentage points added to the applicable bonus multiplier.

#### **9. Straight Contingent Fee**

Summit receives a percentage of the settlement or judgment amount, typically 25% to 40%. The percentage is agreed upon by the law firm and customer depending on risk, whether the customer will pay out-of-pocket costs, and other factors. Typically, straight contingent fees have been used in personal injury cases. More recently, corporate law departments and law firms have begun to embrace contingent fee arrangements in business/commercial cases. For example, Summit has used straight contingent fee arrangements in antitrust cases brought by corporate plaintiffs, and has received multi-million dollar contingent fees in exchange for the risks taken.

#### **10. Reduced Hourly Rate + Contingent Fee**

Summit bills monthly on a reduced hourly rate basis (typically 66% to 80% of normal hourly rates). If the law firm is successful, as defined by agreement of the law firm and the customer, the law firm receives a low percentage bonus (typically 1% to 5%) fee based on the amount of the settlement or judgment. For example, Summit has handled cases for both corporate plaintiffs and defendants priced at a percentage (66% to 80%) of normal hourly rates with or without a monthly cap on fees. The unpaid percentage of fees incurred at normal hourly rates and any fees over the monthly cap amount (if a cap is established) are placed in a “bonus bucket.” If the settlement or judgment amount exceeds an agreed upon amount, the law firm receives all the fees in the bonus bucket, plus 1% to 5% of the settlement or judgment amount on a sliding scale, e.g., 5% of the first X million dollars, 3% of the next XX million dollars, and 1% of any amount over XXX million dollars.

#### **11. Reduced Hourly Rate with Bonus**

Summit bills monthly on a reduced hourly rate basis (typically 66% to 80% of normal hourly rates). If the law firm is successful, as defined by agreement of the law firm and customer, the law firm receives a bonus based on the amount of fees incurred at normal hourly rates. For example, the customer might pay 80% of normal hourly rates. The

20% of fees that are not paid monthly are placed in the “bonus bucket.” If the law firm is successful, the law department would pay the full amount in the bonus bucket, plus an additional percentage of the amount in the bonus bucket (typically 25% to 100% depending on the risk in the case, the bonus budget amount and other factors agreed in advance by the law firm and the customer).

**12. Reduced Hourly Rate with Discretionary Bonus**

Summit bills monthly on a reduced hourly rate basis up to a monthly fee cap set in advance by agreement of the law firm and its customer. If the law firm is successful, as defined by agreement of the law firm and the customer, the law firm receives a bonus fee that is discretionary with the customer. This type of pricing arrangement requires a very high degree of trust between the law firm and the customer – usually built by years of working together. However, Summit has used this arrangement to earn bonuses in the tens and hundreds of thousands of dollars.

**13. Reduced Hourly Rate + Cap on Hourly Fees + Plus Percentage of Recovery**

A hybrid of some of the other fee arrangements described above.

**14. Hourly Rate Fee Plus Value Adjustment Line**

It is not possible in every matter for the customer and Summit to create an alternative pricing arrangement that both have a high degree of confidence will serve their respective business goals. In those situations, it is necessary and appropriate to use traditional hourly rate pricing. That does not mean, however, that a value-based component cannot be part of the pricing arrangement. For all matters billed on an hourly rate basis, Summit proposes a fee each month based on the time incurred. The customer is asked to pay the proposed monthly fee or adjust that fee – up or down – for the value as perceived by the law department.

Summit’s billing statement:

Proposed Fee:	\$10,000
Value Adjustment	\$_____
Amount Due	\$_____

Summit’s customers are excellent judges of the value of legal services since they buy legal services from multiple law firms throughout the United States. Summit encourages its customers to adjust its proposed fee – up or down – to match the value the law department believes it has received. Whatever amount the customer places in the “Amount Due” blank is the amount the owed. No questions asked. Summit is willing to be judged and compensated on the basis of results, not time expended. A corollary benefit of Summit’s value adjustment line is that it actually improves the value of legal services provided to the firm’s customers. Summit’s

lawyers and staff know that customers can pay whatever they believe Summit's services are worth. No lawyer or staff member wants to be embarrassed by having a customer significantly reduce the proposed fee. The result is that Summit's lawyers and staff take more care to work with customers at the beginning of the engagement to define the scope and cost of the legal product to be provided. And they take more care to ensure that the cost of Summit's legal services match the customer's expectations and business objectives. Summit's experience with value-adjusted fees has been terrific. Our customers have adjusted our fees downward, thereby giving us "early warning" that we have not achieved the customer satisfaction that is essential to our success. We have notice and time to fix the problem, and save the customer relationship. On the other side, Summit's customers have voluntarily paid tens and even hundreds of thousands of dollars more than the proposed fee in matters where the value of Summit's legal services substantially exceeded the fee proposed. Other customers have asked Summit to raise its hourly rates in order to better reflect value.

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## Litigation Assessment

Date First Prepared: \_\_\_\_\_

Last Updated: \_\_\_\_\_

### SUMMARY:

<b>Claimant Name:</b>	<b>Venue:</b>
<b>In-house Attorney:</b>	<b>Docket No.:</b>
<b>Outside Attorneys Assigned</b> [ <i>Firm, Lead Attorney</i> ]:	<b>Date Filed</b> [ <i>Including Amendment Dates</i> ]:
<b>Decision Tree Attached?</b>	
<b>Mediation Candidate?</b>	<b>Judge</b> [ <i>Arbitration panel in the case of arbitration</i> ]:
<b>Budget Amount:</b>	<b>Opposing Counsel:</b>
<b>Budget Attached?</b>	<b>Settlement Value:</b>

### Is there anything that makes this case special or unusual?

From Management's perspective? \_\_\_\_\_  
From the business unit's perspective? \_\_\_\_\_

From the Law Department's perspective? \_\_\_\_  
From a public relations perspective? \_\_\_\_\_

### THE TEAM:

Inside Counsel:

Business Unit Responsible \_\_\_\_\_

Outside Counsel:

Business Unit Contact \_\_\_\_\_

**THE CLAIM:**

A. Description of Matter:

B. Type of Case:

- |                                     |  |  |
|-------------------------------------|--|--|
| <input type="checkbox"/> Antitrust  | <input type="checkbox"/> Securities        | <input type="checkbox"/> Environmental |
| <input type="checkbox"/> Contract   | <input type="checkbox"/> Product Liability |  |
| <input type="checkbox"/> Employment | <input type="checkbox"/> General Tort      |  |

C. Named Defendants:

- |                                     |                                    |                                  |
|-------------------------------------|------------------------------------|----------------------------------|
| <input type="checkbox"/> Parent     | <input type="checkbox"/> Officers  | <input type="checkbox"/> Vendors |
| <input type="checkbox"/> Subsidiary | <input type="checkbox"/> Directors |                                  |
- Which one? \_\_\_\_\_  
 Customers

D. Key Issues:

*[Identify, with specificity, the critical (outcome determinative) issues in the case]:*

**RISK MANAGEMENT:**

A. All or Any Parties of Claim Insured? \_\_\_\_\_ Yes \_\_\_\_\_ No

- Who made the decision? \_\_\_\_\_

B. If yes, have all potentially applicable policies been located? \_\_\_\_\_ Yes \_\_\_\_\_ No

C. If no, who is responsible for locating all potentially applicable policies? \_\_\_\_\_  
\_\_\_\_\_

D. Has notice been sent to all carriers potentially on the risk? \_\_\_\_\_ Yes \_\_\_\_\_ No

- Who sent notice? \_\_\_\_\_
- On what date? \_\_\_\_\_

- E. Carrier response to notice \_\_\_\_\_  
\_\_\_\_\_
- F. Reporting requirement: \_\_\_\_\_  
\_\_\_\_\_

**OUR ADVERSARY:**

- A. Do we have an on-going business relationship with our adversary? \_\_\_ Yes \_\_\_ No

If yes, what is the annual amount? \_\_\_\_\_  
(Anything over \$\_\_\_\_\_ requires business approval of case strategy.)

- B. Is our adversary a person \_\_\_\_\_ or corporation \_\_\_\_\_?

If a corporation, what is its annual revenue?

- C. Opposing Counsel: \_\_\_\_\_  
Reputation? \_\_\_\_\_

- D. Inside Contact Identified: \_\_\_\_\_

Key issues [*Identify, with specificity, the key (outcome determination) issues in the case*]:

**Case Evaluation:**

1. Provide an assessment of each of the allegations and alleged damages. Assessment should address, for example, likelihood of success, including percentages. Any decision-tree or similar analysis should be incorporated into the plan.
2. Assess opposing counsel.
3. Assess venue.
4. What is the settlement value of the case?
5. What is the worst possible risk to the Company (90% certainty)?

**Overall Disposition Strategy:**

*[Provide a brief statement of the overall disposition strategy for the matter. This should include a brief statement of what the primary objective is, i.e., trying, settling or dismissing the case, and the timetable to reach the primary objective.]*

Mediation required by Contract? \_\_\_\_\_  
Arbitration Clause? \_\_\_\_\_

**Detail Strategy:**

1. **Discovery Objectives:** *[Describe the objective of each phase during discovery, and within each phase where appropriate (e.g., individual to be deposed).]*

2. **Anticipated Discovery Problems:** *[Describe]*

3. **Electronic Discovery Issues:**

4. **Motions:**

*[a. Explain, for each motion anticipated, the objective, the discovery necessary, the schedule and the effect of the motion on the overall strategy.*

*b. Explain anticipated motions by opposition and strategy for responding.]*

5. **Experts:**

*[a. Describe each expert needed in the litigation, for which issues and, if possible, recommend specific individuals.*

*b. Describe types of anticipated experts for opposition.]*

6. **Trial:**

*[a. Describe the strategy for proceeding to trial, the likely phases of the trial, and the schedule.*

*b. Assess the likelihood of trial.]*

7. **Settlement, Mediation or Other ADR:** *[Virtually all cases resolve. Explain settlement strategy, including assessment of likelihood of settlement, and the strategy for positioning case for settlement.]*

- Does contract at issue require mediation? \_\_\_\_ Yes \_\_\_\_ No

If yes, attaché relevant provision.

**Attorneys on the Case:**

*[For each attorney on the case, attach the attorney's bio and indicate here each attorney's role in the case. Lawyers who are not listed here are not permitted to bill time to this matter without [CLIENT'S] consent.]*

APPROVED:

SUBMITTED BY:

[CLIENT]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Lead Outside Attorney:

Date: \_\_\_\_\_

Modifications noted:

Date: \_\_\_\_\_

\_\_\_\_\_  
[CLIENT]

\_\_\_\_\_  
Lead Outside Attorney

## Litigation Assessment

(Repetitive Litigation Addendum)

How many similar cases have been filed against [CLIENT]? \_\_\_\_\_

What is the Company's settlement history with this type of case?

Average settlement \_\_\_\_\_

High settlement \_\_\_\_\_

Low settlement \_\_\_\_\_

What is the average number of days from filing to resolution? \_\_\_\_\_

Has [CLIENT] litigated claims against the plaintiff's lawyer before? \_\_\_\_\_

If yes, provide information regarding the nature of claims litigated and settlement history:

Are there any special facts that make this case unusual?

# Litigation Budget LPC

<u>Tab</u>	<u>Note</u>
Assumptions	Input information into the Yellow Cells
Variables	You can adjust the "Period Equivalents" description - I assumed this was a date range
Variables	When you need new timekeepers, only input information on columns A through D (not E or F, these are calculations). You need to input this data for everyone working on this matter who you want on any other tab
Budget Summ	Hovering over any Bolded Task Code Title will pop up a comment box revealing the description of that code.
Budget Summ	Fields that can be modified are in Yellow and are percentages - the number in column D must equal 100%, otherwise it will show "ERR". In order for it to equal 100% the percentages in
Budget Summ	In the fee section above column C represents the totals carrying over from the Task Section tabs
Budget Summ	In the expense section on the bottom, you can input dollar amounts in column C
All Task Budget pages	You only need to input "Work to be Performed" and "Hours", the name and rate will already be provided on the Variables tab and the total column will multiply the rate by the hours you've already provided. JUST REMEMBER TO ADD ALL TIMEKEEPERS FIRST
All Task Budget pages	Hovering over any Bolded Task Code Title will pop up a comment box revealing the description of that code.
ALL Tabs	Wherever you see a little red tab in the upper right corner of a cell, you will see a comment pop up if you hover over it.

<b>Assumptions</b>		
<b>LITIGATION BUDGET ASSUMPTIONS</b>		
<b>Pleadings and Pre-Trial Motions</b>		
<u>Complaint Causes of Action (number and uniqueness):</u>		
<u>Number of parties:</u>		
	Plaintiffs:	
	Defendants:	
	Cross-Claimants:	
<u>Cross-Claims:</u>		
<u>Counterclaims:</u>		
<u>Removal Petition:</u>		
<u>Venue Motion:</u>		
<u>Motions to Dismiss:</u>		
<u>Preliminary Injunction Motion:</u>		
<u>Number and Type of Dispositive Motions:</u>		
<u>Other Motions and Submissions:</u>		
<b>Discovery</b>		
<u>Written Discovery (one or more series of written discovery):</u>		
<u>Document Production (estimated volume of documents):</u>		
<u>Number of Fact Witnesses:</u>		
	Plaintiffs:	
	Defendants:	
	Cross-claimants:	
	Third parties:	
<u>Number of Expert Witnesses and Topics:</u>		
	Plaintiffs:	
	Defendants:	
	Cross-claimants:	
<b>Trial Preparation and Trial</b>		
<u>Mediations/ADR:</u>		
<u>Mock Trial:</u>		
<u>Number of Motions in Limine:</u>		
<u>Number of Trial Witnesses:</u>		
	Plaintiffs:	
	Defendants:	
	Cross-claimants:	
	Third parties:	
<u>Jury or Non-Jury:</u>		
<u>Number of Trial Days:</u>		
<u>Lawyers and Paralegals at Trial:</u>		



LITIGATION TASKS		Phase		1		2		3		4		5	
		ALL		1 to 90 days		91 to 180 days		181 to 270 days		271 to 365 days		365+ days	
			%		%		%		%		%		%
<b>L100</b>	<b>Case Assessment Development and</b>												
L110	Fact Investigation/Development	-	100%	-	50%	-	40%	-	10%	-	0%	-	0%
L120	Analysis/Strategy	-	100%	-	50%	-	40%	-	10%	-	0%	-	0%
L130	Experts/Consultants	-	100%	-	50%	-	40%	-	10%	-	0%	-	0%
L140	Document/File Management	-	100%	-	20%	-	20%	-	20%	-	20%	-	20%
L150	Budgeting	-	100%	-	20%	-	20%	-	20%	-	20%	-	20%
L160	Settlement/Non-Binding ADR	-	100%	-	10%	-	30%	-	40%	-	20%	-	0%
L190	Other Case Assessment, Development	-	100%	-	20%	-	20%	-	20%	-	20%	-	20%
	<i>Subtotal</i>	-	100%	-	20%	-	20%	-	20%	-	20%	-	20%
<b>L200</b>	<b>Pre-Trial Pleadings and Motions</b>												
L210	Pleadings	-	100%	-	100%	-	0%	-	0%	-	0%	-	0%
L220	Preliminary Injunctions/Provisional	-	100%	-	20%	-	20%	-	20%	-	20%	-	20%
L230	Court Mandated Conferences	-	100%	-	0%	-	0%	-	20%	-	60%	-	20%
L240	Dispositive Motions	-	100%	-	0%	-	20%	-	60%	-	20%	-	0%
L250	Other Written Motions/Submissions	-	100%	-	0%	-	0%	-	80%	-	20%	-	0%
L260	Class Action Certification and Notice	-	100%	-	20%	-	20%	-	20%	-	20%	-	20%
	<i>Subtotal</i>	-	100%	-	20%	-	20%	-	20%	-	20%	-	20%
<b>L300</b>	<b>Discovery</b>												
L310	Written Discovery	-	100%	-	0%	-	60%	-	40%	-	0%	-	0%
L320	Document Production	-	100%	-	0%	-	80%	-	20%	-	0%	-	0%
L330	Depositions	-	100%	-	0%	-	60%	-	20%	-	20%	-	0%
L340	Expert Discovery	-	100%	-	0%	-	20%	-	60%	-	20%	-	0%
L350	Discovery Motions	-	100%	-	0%	-	50%	-	50%	-	0%	-	0%
L390	Other Discovery	-	100%	-	0%	-	50%	-	50%	-	0%	-	0%
	<i>Subtotal</i>	-	100%	-	20%	-	20%	-	20%	-	20%	-	20%
<b>L400</b>	<b>Trial Preparation and Trial</b>												
L410	Fact Witnesses	-	100%	-	0%	-	0%	-	0%	-	0%	-	100%
L420	Expert Witnesses	-	100%	-	0%	-	0%	-	0%	-	0%	-	100%
L430	Written Motions/Submissions	-	100%	-	0%	-	0%	-	0%	-	0%	-	100%
L440	Other Trial Preparation and Support	-	100%	-	0%	-	0%	-	0%	-	0%	-	100%
L450	Trial and Hearing Attendance	-	100%	-	0%	-	0%	-	0%	-	0%	-	100%
L460	Post-Trial Motions and Submissions	-	100%	-	0%	-	0%	-	0%	-	0%	-	100%
L470	Enforcement	-	100%	-	0%	-	0%	-	0%	-	0%	-	100%
	<i>Subtotal</i>	-	100%	-	20%	-	20%	-	20%	-	20%	-	20%
<b>L500</b>	<b>Appeal</b>												
L510	Appellate Motions and Submissions	-	100%	-	0%	-	0%	-	0%	-	0%	-	100%
L520	Appellate Briefs	-	100%	-	0%	-	0%	-	0%	-	0%	-	100%
L530	Oral Argument	-	100%	-	0%	-	0%	-	0%	-	0%	-	100%
	<i>Subtotal</i>	-	100%	-	20%	-	20%	-	20%	-	20%	-	20%
	<b>TOTAL FEES</b>	-	<b>100%</b>	-	<b>20%</b>	-	<b>20%</b>	-	<b>20%</b>	-	<b>20%</b>	-	<b>20%</b>
	<b>DISBURSEMENTS OVER \$500</b>	Estimate of Remaining Disbursements											
		Input dollars below											
E102	Outside Copying		100%	-	20%	-	20%	-	20%	-	20%	-	20%
E107	Delivery Services/Messengers		100%	-	20%	-	20%	-	20%	-	20%	-	20%
E112	Court Fees		100%	-	20%	-	20%	-	20%	-	20%	-	20%
E114	Witness Fees		100%	-	20%	-	20%	-	20%	-	20%	-	20%
E117	Trial Exhibits		100%	-	20%	-	20%	-	20%	-	20%	-	20%
E121	Arbitrator/Mediator Fees		100%	-	20%	-	20%	-	20%	-	20%	-	20%
	Discovery Master Fees		100%	-	20%	-	20%	-	20%	-	20%	-	20%

	E-Discovery/Document Management		100%	-	20%	-	20%	-	20%	-	20%	-	20%
E123	Expert Fees		100%	-	20%	-	20%	-	20%	-	20%	-	20%
E116	Transcripts		100%	-	20%	-	20%	-	20%	-	20%	-	20%
E109/	Travel		100%	-	20%	-	20%	-	20%	-	20%	-	20%
E124	Other		100%	-	20%	-	20%	-	20%	-	20%	-	20%
	<b>TOTAL DISBURSEMENTS</b>			-	20%	-	20%	-	20%	-	20%	-	20%
	<b>TOTAL FEES AND DISBURSEMENTS</b>			-	20%	-	20%	-	20%	-	20%	-	20%

## Budget Spreadsheet

<b>Case Assessment - L100</b>				
<b>Fact Investigation - L110</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Fact Investigation				-
<b>Analysis - L120</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Analysis				-
<b>Experts - L130</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Experts				-
<b>Document/File Management - L140</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-

## Budget Spreadsheet

		-		-
		-		-
Total Document/File Management				-
<b>Budgeting - L150</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Budgeting				-
<b>Settlement - L160</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Settlement				-
<b>Other Case Assessment - L190</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Other Case Assessment				-

# Budget Spreadsheet

<b>Pre-Trial Pleadings and Motions - L200</b>				
<b>Pleadings - L210</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Pleadings				-
<b>Preliminary Injunctions - L220</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Preliminary Injunctions				-
<b>Court Conferences - L230</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Court Conferences				-
<b>Dispositive Motions - L240</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-

# Budget Spreadsheet

		-		-
		-		-
		-		-
		-		-
Total Dispositive Motions				-





# Budget Spreadsheet

<b>Discovery Motions - L350</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Discovery Motions				-
<b>Other Discovery - L390</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Other Discovery				-

## Budget Spreadsheet

<b>Trial Preparation and Trial - L400</b>				
<b>Preparation of Fact Witnesses - L410</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Preparation of Fact Witnesses				-
<b>Preparation of Expert Witnesses - L420</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Preparation of Expert Witnesses				-
<b>Written Motions and Submissions - L430</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Written Motions and Submissions				-
<b>Other Trial Preparation and Support - L440</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Other Trial Preparation and Support				-
<b>Trial and Hearing Attendance - L450</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-



## Budget Spreadsheet

<b>Appeal - L500</b>				
<b>Appellate Motions and Submissions - L510</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Appellate Motions				-
<b>Appellate Briefs - L520</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Appellate Briefs				-
<b>Oral Argument - L530</b>				
Work To Be Performed	Timekeeper	Billing Rate	Hours	Value
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
Total Oral Argument				-

<b>Code</b>	<b>Description</b>
L100	<b>Case Assessment Development and Administration.</b> Focuses on the case as a whole, the "forest" rather than the "trees".
L110	<b>Fact Investigation/Development.</b> All actions to investigate and understand the facts of a matter. Covers interviews of client personnel and potential witnesses, review of documents to learn the facts of the case (but not for document production, L320), work with an investigator, and all related communications and correspondence
L120	<b>Analysis/Strategy.</b> The thinking, strategizing, and planning for a case, including discussions, writing, and meetings on case strategy. Also includes initial legal research for case assessment purposes and legal research for developing a basic case strategy. Most legal research will be under the primary task for which the research is conducted, such as research for a summary judgment motion (L240). Once concrete trial preparation begins, use L440 for trial strategy and planning.
L130	<b>Experts/Consultants.</b> Identifying and interviewing experts and consultants (testifying or non-testifying), working with them, and developing expert reports. Does not include preparing for expert depositions (L340) or trial (L420).
L140	<b>Document/File Management.</b> A narrowly defined task that comprises only the processes of creating and populating document and other databases or filing systems. Includes the planning, design, and overall management of this process. Work of outside vendors in building litigation support databases should be an Expense.
L150	<b>Budgeting.</b> Covers developing, negotiating, and revising the budget for a matter.
L160	<b>Settlement/Non-Binding ADR.</b> All activities directed specifically to settlement. Encompasses planning for and participating in settlement discussions, conferences, and hearings and implementing a settlement. Covers pursuing and participating in mediation and other non-binding Alternative Dispute Resolution (ADR) procedures. Also includes pre-litigation demand letters and ensuing discussions.
L190	<b>Other Case Assessment, Development and Administration.</b> Time not attributable to any other overall task. Specific use in a given matter often may be pre-determined jointly by the client and law firm.
L200	<b>Pre-Trial Pleadings and Motions.</b> Covers all pleadings and all pretrial motions and procedures other than discovery.
L210	<b>Pleadings.</b> Developing (researching, drafting, editing, filing) and reviewing complaints, answers, counter-claims and third party complaints. Also embraces motions directed at pleadings such as motions to dismiss, motions to strike, and jurisdictional motions.
L220	<b>Preliminary Injunctions/Provisional Remedies.</b> Developing and discussing strategy for these remedies, preparing motions, affidavits and briefs, reviewing opponent's papers, preparing for and attending court hearing, preparing witnesses for the hearing, and effectuating the remedy.
L230	<b>Court Mandated Conferences.</b> Preparing for and attending hearings and conferences required by court order or procedural rules (including Rule 16 sessions) other than settlement conferences (L160).
L240	<b>Dispositive Motions.</b> Developing and discussing strategy for or opposing motions for judgment on the pleadings and motions for complete or partial summary judgment, preparing papers, reviewing opponent's papers, defensive motions (e.g., motion to strike affidavit testimony, Rule 56(f) motion), and preparing for and attending the hearing.
L250	<b>Other Written Motions/Submissions.</b> Developing, responding to, and arguing all motions other than dispositive (L240), pleadings (L210), and discovery (L350), such as motions to consolidate, to bifurcate, to remand, to stay, to compel arbitration, for MDL treatment and for change of venue.
L260	<b>Class Action Certification and Notice.</b> Proceedings unique to class action litigation and derivative suits such as class certification and notice.

<b>Code</b>	<b>Description</b>
L300	<b>Discovery.</b> Includes all work pertaining to discovery according to court or agency rules.
L310	<b>Written Discovery.</b> Developing, responding to, objecting to, and negotiating interrogatories and requests to admit. Includes mandatory meet-and-confer sessions. Also covers mandatory written disclosures as under Rule 26(a).
L320	<b>Document Production.</b> Developing, responding to, objecting to, and negotiating document requests, including the mandatory meet-and-confer sessions to resolve objections. Includes identifying documents for production, reviewing documents for privilege, effecting production, and preparing requested privilege lists. (While a general review of documents produced by other parties falls under this task, coding and entering produced documents into a data base is Task L140 and reviewing documents primarily to understand the facts is Task L110.)
L330	<b>Depositions.</b> All work concerning depositions, including determining the deponents and the timing and sequence of depositions, preparing deposition notices and subpoenas, communicating with opposing or other party's counsel on scheduling and logistics, planning for and preparing to take the depositions, discussing deposition strategy, preparing witnesses, reviewing documents for deposition preparation, attending depositions, and drafting any deposition summaries.
L340	<b>Expert Discovery.</b> Same as L330, but for expert witnesses.
L350	<b>Discovery Motions.</b> Developing, responding to, and arguing all motions that arise out of the discovery process. Includes the protective order process.
L390	<b>Other Discovery.</b> Less frequently used forms of discovery, such as medical examinations and on-site inspections.
L400	<b>Trial Preparation and Trial.</b> Commences when lawyer and client determine that trial is sufficiently likely and imminent so that the process of actually preparing for trial begins. It continues through the trial and post-trial proceedings in the trial court. Once trial begins, lawyers who appear in court presumptively should bill their court time to L450 Trial and Hearing Attendance. Litigation work outside the courtroom during this phase (e.g., evenings, weekends and the time of other attorneys and support personnel), should continue to be classified using other L400 Tasks.
L410	<b>Fact Witnesses.</b> Preparing for examination and cross-examination of non-expert witnesses
L420	<b>Expert Witnesses.</b> Preparing for examination and cross-examination of expert witnesses.
L430	<b>Written Motions/Submissions.</b> Developing, responding to and arguing written motions during preparation for trial and trial, such as motions in limine and motions to strike proposed evidence. Also includes developing other written pre-trial and trial filings, such as jury instructions, witness lists, proposed findings of fact and conclusions of law, and trial briefs.
L440	<b>Other Trial Preparation and Support.</b> All other time spent in preparing for and supporting a trial, including developing overall trial strategy, preparing opening and closing arguments, establishing an off-site support office, identifying documents for use at trial, preparing demonstrative materials, etc.
L450	<b>Trial and Hearing Attendance.</b> Appearing at trial, at hearings and at court-mandated conferences, including the pre-trial conferences to prepare for trial. For scheduling conferences that are denominated as "Pre-Trial Conferences", but not directed toward conduct of the trial, use Task L230.
L460	<b>Post-Trial Motions and Submissions.</b> Developing, responding to and arguing all post-verdict matters in the trial court, such as motions for new trial or j.n.o.v., for stay pending appeal, bills of costs, and requests for attorney's fees.
L470	<b>Enforcement.</b> All work performed in enforcing and collecting judgments and asserting or addressing defenses thereto.

<b>Code</b>	<b>Description</b>
L500	<b>Appeal.</b> Covers all work on appeal or before a reviewing body.
L510	<b>Appellate Motions and Submissions.</b> Developing, responding to and arguing motions and other filings before a reviewing body, such as motions and other filings for stay pending appeal.
L520	<b>Appellate Briefs.</b> Preparing and reviewing appellate briefs.
L530	<b>Oral Argument.</b> Preparing for and arguing an appeal before a reviewing body.

## **Expense Codes**

### **E100 Expenses**

- E101 Copying
- E102 Outside printing
- E103 Word processing
- E104 Facsimile
- E105 Telephone
- E106 Online research
- E107 Delivery services/messengers
- E108 Postage
- E109 Local travel
- E110 Out-of-town travel
- E111 Meals
- E112 Courtfees
- E113 Subpoena fees
- E114 Witness fees
- E115 Deposition transcripts
- E116 Trial transcripts
- E117 Trial exhibits
- E118 Litigation support vendors
- E119 Experts
- E120 Private investigators
- E121 Arbitrators/mediators
- E122 Local counsel
- E123 Other professionals
- E124 Other