

The 7 things a business owner must know before hiring a lawyer to avoid Murphy's Law

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Note – You may meet with a lawyer once or twice before making a decision to hire him or her. That is probably a wise thing to do.

Summary -

1. Background Research and Preparation
2. Skill Set
3. Personality
4. Attitude and Values
5. ADR abilities
6. Costs
7. Billing Style & Cycle

1. Background and Preparation-

- Google the name
- Do some basic research
- Position in his/her firm, time in practice, achievements, interests, community service, writings/papers
- Google the area of law relevant to your problem, issue or enquiry
- Visit law firm's website – how informative and helpful is it?
- Search your topic on the website – any useful articles?
- Before meeting the lawyer, take time to do online research into any relevant area of law and become informed so that you can ask pertinent questions
- Develop a list of questions to take to your meeting

2. Skill Set-

- Main areas of legal practice
- Any specialised knowledge and expertise?
- Relevance to your problem/enquiry
- Social Proof – case studies, testimonials
- How competent did the lawyer appear when responding to your prepared questions?
- Could the lawyer communicate with you clearly in a way you could comprehend?

3. Personality –

- To find this out you have to meet with the lawyer and gain an impression
- How he or she relates to you during such meetings will give insights into the lawyer's personality
- Does it resonate with you?
- Did lawyer put you at ease?
- Do you feel drawn to this person?
- Does the lawyer imbue you with a sense of trust and confidence?

4. Attitude and Values –

- To gain this insight you need to be prepared to get into sufficient dialogue with the lawyer
- That is why you must prepare for the meetings
- Does the lawyer convey values and an attitude that resonate with you?
- Do you feel sufficiently compatible?
- If the lawyer rubs you up the wrong way, or grates on your sensibilities, it is a bad fit and best to move on to other choices
- Do you feel heard and respected?
- Is the lawyer a good listener (and not just a good talker)

5. ADR abilities –

- ADR means alternative ways to manage and resolve disputes other than by going to court; alternatives to litigation.
- This usually includes negotiation, conciliation, mediation, arbitration or making use of neutral experts (called neutral expert evaluation).
- Remember, unless you have some very clear reasons to go to court, and can afford to litigate, litigation should be the very last resort.
- Many lawyers lack sufficient training and experience in ADR and hence tend to push clients prematurely into court – be on guard for this as it could turn out badly and cost you time, money and stress that could have been avoided!
- Some lawyers only pay lip service to ADR because they know they have a professional duty to raise it before recommending litigation.
- Don't let yourself unwittingly become the ignorant victim, hot under the collar and rushing off to the closest lawyer demanding "justice" – because then you present yourself to a litigation lawyer as "litigant fodder" ripe for the "white knight" scenario where you abdicate all control and hand it over to the lawyer to engage in expensive and time consuming "lawfare" at your expense.
- "Winners are grinners" is rarely true in litigation unless you are a Clive Palmer, and even he, as a serial litigator, has been finding it hard going recently.
- As part of your preparation, learn about the alternatives and how they might work for you, and test your lawyer's attitude towards these alternatives. A competent and experienced lawyer should be able to explain the potential benefits and utility of the ADR options to your unique situation and compare

and contrast them with the litigation option taking into account your specific issues and any financial constraints.

- In the end, it should not be about winning or losing; the litmus test should be how to achieve an acceptable commercial result that each party can live with in the shortest possible time, with the least expenditure and with the least stress and disruption to your business. Just plain common sense!

6. Costs –

- Whatever services can be offered to you, they must be affordable.
- So be open and frank about what you can afford – work out a viable budget. Whatever the range of choices the lawyer might explain to you, each of them must be affordable for you. Get the unaffordable ones right off the table.
- Reality test each option in terms of time, cost, distraction, stress and so on. Ask the hard questions. There is little point in having the wool pulled over your eyes, only to get a hard awakening way down the track when it's too late to turn the clock back.
- Part of your research should include typical legal fees for certain types of cases/legal work – so that when the lawyer throws out any cost estimates for certain types of work, or stages of work, you will have some yardstick to measure it by.
- If the cost estimate seems too pricey, don't be shy to seek second or third opinions. If they all tend to be in the same ball park, then price will not be the deciding factor for you in your final choice of lawyer.

7. Billing Style and Cycle –

- Avoid lawyers who just quote their hourly rate and tell you in their cost agreement that you will be charged based on time spent.
- Many lawyers still engage in time-costing – where clients are billed on minimum 6 minute intervals of time; So if they pick up the phone to talk to you or someone else regarding your case, and spend 2 minutes, under the time billing system they will bill you the minimum 6 minutes, not 2 minutes. It promotes laziness and inefficiency at your expense! The big end of town corporates put their foot down ages ago to put a stop to this – so you should do the same.
- Some firms put pressure on their lawyers to get their time billing up each month to meet the firm's revenue targets.
- Find a lawyer who, based on his or her experience, has a good idea what each stage of work for you will require in terms of time, skill and complexity and who is not afraid to quote you a fixed fee for each stage of work. This promotes efficiency and the client is able to budget for each stage of work.
- Just like for residential home building contracts, the fee agreement can always provide for adjustments due to unexpected events or deviations that were not able to be foreseen or predicted at time of making the cost agreement. This will permit the lawyer some kind of uplift to compensate him or her for having to

spend the extra time, or to have to throw extra resources at the case, sometimes in urgent circumstances caused by actions of the other party or by third parties.

- These days lawyers must give you a written cost agreement that fully discloses what work he/she will do for you, and to provide a best estimate of the cost of such work so that you can ensure that you have an adequate budget to cover it. Furthermore, the law requires lawyers to update their cost estimates to the client as the matter progresses to ensure that the estimates are as accurate as possible.
- Further, lawyers, if the legal services will not be short and swift for an agreed fixed sum, must render interim invoices at regular intervals so that the client can keep track of the costs. You should insist that the lawyer invoice you whenever total fees for work done reach a certain ceiling, e.g. \$1,500. Insist that every bill be fully itemised so that you can properly check that you are being fairly and accurately billed for work that you agreed to be done. By agreeing on \$1,500 as the ceiling it ensures that you and the lawyer always stay in harmony about what work is being done and that the standard and quality of the work is to your satisfaction. It also ensures that you can monitor progress towards the desired result and can discuss any problems that might be causing delay or obstruction. Working in this way with your lawyer will ensure that any disagreements will surface early, and either be sorted out to your satisfaction, or if not, you can part company then and there without threat of being asked to pay some large legal bill before your lawyer will release your file to another lawyer chosen by you.

Conclusion

None of us can ever be sure that one day we will not be drawn into a legal dispute.

Should it ever happen to you, follow these 7 suggestions and your overall experience and outcome will be far better than the person who is ignorant of them.

About Whitelaw Legal Group (ILP)

- The firm opened on 1 December 2017 at Suite 2 30 Cattley Street Burnie
- We are an incorporated law practice (ILP).
- Focused 100% on NW Tasmania.
- Focused 90% on business owners and professionals.
- We don't engage in time charging!
- We always offer fixed fee estimates.
- No fees are charged for initial conference and not until we present you with a blueprint that spells out the precise value we will deliver, a time estimate and a quote on our costs and you accept that blueprint in writing.
- ADR is always considered in the mix of options and litigation will never be recommended as the first choice unless it is in fact the best option and can be properly justified on a cost/benefit analysis.
- Every matter is subjected to a triage evaluation process to work out the best blueprint to recommend to you, the client.

- We apply an open-door policy with local businesses. This means you have our permission to call us anytime or arrange a time to pop in for a chat to discuss a matter and we won't charge you for that time. We won't give legal advice unless we truly believe we can help you and you become a client, but we will give guidance and direction to help you see things more clearly and to work out your next steps or make a useful and timely referral to another type of expert.