

EXPERTS ROUND TABLE: WHAT'S OLD IS NEW?

Presented By:

Lee A. Hoffman, Jr., Esq.

Hoffman & Keating
New City

Nancy Burner, Esq.

Burner Law Group
East Setauket

Hyman G. Darling, Esq.

Bacon Wilson
Springfield, MA

40 YEARS OF ELDER LAW -- LOOKING BACK AND AHEAD

THE CLIENT'S LIFE EXPERIENCE

Why should we consider?

World view based on historical events

View of planning

(particularly important consideration for immigrant/first generation clients - see, e.g., “The Latino Elderly in New York, an Introduction for Elder Law Attorneys: What You Should Know about the Fastest Growing Group in the United States”
Veronica Escobar - Elder and Special Needs Law Journal, Summer 2018 [Vol. 28, No 3] @ page 9)

Impact of technology

Instantaneous gratification (a term my father used in the 1950's)

**Instantaneous communication - office phone --
fax -- cell phone -- email -- text --??**

CLIENT EXPECTATIONS

1970's

**Lawyer is the expert - client explains and
lawyer opines -- client listens and usually
follows lawyer's recommendation**

2010's

Client has searched you and the law on the web

**Often wants you to explain "Why not?"
instead of "Why?"**

FUTURE - you need to think about it

MANAGING CLIENT EXPECTATIONS

INITIAL MEETING AND/OR IN WRITTEN RETAINER

We all use written retainer agreements, don't we? ***see 22 NYCRR 1215 and queries attached**

How many times do you emphasize “no guarantees”?

How long to do the various steps? - Be realistic
- Overestimate??

Are there limits on your response time?

LIVING YOUR LIFE

DO YOU HAVE TO RESPOND IMMEDIATELY? SAME NON-BUSINESS DAY?

Do you give your clients your cellphone number?

Must you look at emails or texts when the office is closed?

Do you need to respond before you get back to the office?

Do your clients know you don't respond to electronic communications until working hours? Explain when retained? In retainer agreement? Part of your "out of office" email response?

Part 1215 Written Letter of Engagement

§1215.1 Requirements

1. Effective March 4, 2002, an attorney who undertakes to represent a client and enters into an arrangement for, charges or collects any fee from a client shall provide to the client a written letter of engagement before commencing the representation, or within a reasonable time thereafter (i) if otherwise impracticable or (ii) if the scope of services to be provided cannot be determined at the time of the commencement of representation. For purposes of this rule, where an entity (such as an insurance carrier) engages an attorney to represent a third party, the term "client" shall mean the entity that engages the attorney. Where there is a significant change in the scope of services or the fee to be charged, an updated letter of engagement shall be provided to the client.
2. The letter of engagement shall address the following matters:
 1. Explanation of the scope of the legal services to be provided;
 2. Explanation of attorney's fees to be charged, expenses and billing practices; and, where applicable, shall provide that the client may have a right to arbitrate fee disputes under Part 137 of the Rules of the Chief Administrator.
3. Instead of providing the client with a written letter of engagement, an attorney may comply with the provisions of subdivision (a) by entering into a signed written retainer agreement with the client, before or within a reasonable time after commencing the representation, provided that the agreement addresses the matters set forth in subdivision (b).

§1215.2 Exceptions

This section shall not apply to:

1. representation of a client where the fee to be charged is expected to be less than \$3000,
2. representation where the attorney's services are of the same general kind as previously rendered to and paid for by the client, or
3. representation in domestic relations matters subject to Part 1400 of the Joint Rules of the Appellate Division (22 NYCRR), or
4. representation where the attorney is admitted to practice in another jurisdiction and maintains no office in the State of New York, or where no material portion of the services are to be rendered in New York.

Should you routinely create an engagement agreement for any representation of a client, even though it may not be required?

Is this a way to avoid confusion and manage expectations?

Developing a Quality Practice



Presented By:
Nancy Burner, Esq.
Burner Law Group, P.C.
Elder Law, Estate Planning, Trusts & Estates
12 Research Way
East Setauket, NY 11733
www.burnerlaw.com
nburner@burnerlaw.com

EMPLOYEE ENGAGEMENT

2017 Gallop Poll: State of the American Workplace:

- 2017 Gallup study determined that the American workforce has more than 100 million full time employees.
- One-third of those employees are what Gallup calls “engaged” at work. They love their jobs and strive to make the organization better.
- At the other end, 16% of employees are actively disengaged-they are miserable in the workplace and destroy what most engaged employees build.
- The remaining 51% of employees are not engaged- they’re just there

MEASURING ENGAGEMENT

Q1 – I know what is expected of me

Q2 – I have the materials and equipment I need to do my job right

Q3 – At work, I have the opportunity to do what I do best every day

Q4 – In the last seven days, I have received recognition or praise for doing good work

Q5 – My supervisor, or someone at work, seems to care about me as a person

Q6 – There is someone at work who encourages my development

Q7 – At work, my opinions seem to count

Q8 – The mission or purpose of my company makes me feel my job is important

Q9 – My associates or fellow employees are committed to doing quality work

Q10 – I have a best friend at work

Q11 – In the last six months, someone at work has talked to me about my progress

Q12 – This last year, I have had opportunities to learn and grow.

Source: <https://www.gallup.com/workplace/238085/state-american-workplace-report-2017.aspx>

Recommended Reading

1.) 2017 Gallop Study: State of the American Workplace

<https://www.gallup.com/workplace/238085/state-american-workplace-report-2017.aspx>

2.) Grit: The Power of Passion and Perseverance

By Angela Duckworth

3.) The Power of Moments

By Chip Heath and Dan Heath

4.) Good to Great: Why Some Companies Make the Leap and Others Don't

By Jim Collins

5.) Why Women: The Leadership Imperative to Advancing Women and Engaging Men

By Jeffrey Tobias Halter

6.) Article: <https://medium.com/the-mission/the-1-percent-rule-why-a-few-people-get-most-of-the-rewards-d92ca43baa0e>

The 1 Percent Rule: Why Few People Get Most of the Rewards

By James Clear

SAMPLE MISSION STATEMENT

Vision of Burner Law Group, P.C

- To build a premier Elder Law firm that puts the needs of our clients first
- To encourage each employee to be their personal best, both professionally and personally
 - To be recognized as leaders in our community and a valuable and trusted community resource